

श्री माता वैष्णो देवी विश्वविद्यालय

Shri Mata Vaishno Devi University **Kakryal (Katra)–182320**

NOTICE INVITING e-TENDER e-NIT 02 of 2021dated 15.03.2021

<u>Providing the Services of Cooks, Helpers / Peons, Drivers, General Line Workers etc.</u> at Shri Mata Vaishno Devi University, Kakryal, Katra (J&K)

Online bids through open tender under two-bid system are invited on behalf of SMVDU, Kakryal for providing the services of Cooks, Helpers/ Peons, Cook cum Helpers, Drivers, General Workers etc. at SMVDU Campus, Kakryal. The details of the tender and mode of submission of bids are appended in the succeeding pages from **Annexure 'A' to 'D'**.

Tender document can be viewed and downloaded from SMVDU website www.smvdu.ac.in and J&K e-tender portal http://jktenders.gov.in. The bids are to be submitted online at http://jktenders.gov.in upto the stipulated last date and time of submission of bids mentioned in the table below. Sale of hard copy of the tender document is not applicable.

SECTION 1

Brief details and Critical Details of Tender

(a) The brief details of the tender are as under

S.No.	Description	NIT Details		
1.	University Name	Shri Mata Vaishno Devi University		
2.	Name of Department	Security Wing		
3.	Tender No.	SMVDU/Admin/HK/2021/23 dated 15/03/2021		
4.	Tender Subject	Tender for providing the services of cooks, helpers, cook		
		cum helpers, drivers, general line workers etc.		
5.	Tender Type	Open e-Tender system		
6.	Earnest Money	Rs. 2,00,000/- (rupees two lakhs only)		
	Deposit	· · · · · · · · · · · · · · · · · · ·		
7.	EMD / Bid security	In the form of Demand Draft only, drawn on a nationalized		
	payable to	bank in favour of "Registrar, SMVDU" payable at Jammu		
8.	Tender fee (non –	Rs. 1000/- (Rupees one thousand only). In the form of		
	refundable)	Demand Draft only, drawn on a nationalized bank in favour		
		of "Registrar, SMVDU" payable at Jammu.		
9.	Availability of tender	Tender document can be viewed and downloaded from		
	document	SMVDU website <u>www.smvdu.ac.in</u> and JKUT e-tendering		
		portal http://jktenders.gov.in .		
10.	Contract period	One year		
11.	Validity of bids	120 days from the last date of submission		
12.	Tender Inviting	Registrar SMVDU, Kakryal, Katra, Dist. Reasi – 182320,		
	authority	email id- registrar@smvdu.ac.in		
13.	Contact Details 01991-285524 Extn. 2777/2116			

(b) The critical dates of the tender are as under

S. No.	Particulars	Date & Time
1.	Publish date and time	15.03.2021
		1500 hrs
2.	Sale / Document Download Start Date & Time	15.03.2021
		1530 hrs onwards
3.	Sale / Document Download End Date & Time	06.04.2021
		1800 hrs
4.	Online Bid Submission Start Date & Time	15.03.2021
		1600 hrs onwards
5.	Online Bid Submission End Date & Time	06.04.2021
		1800 hrs
6.	Bid Opening Date & Time	
	(i) Technical bid along with offline documents	14.04.2021
		1400 hrs
	(ii) Financial bid	To be intimated
		separately through
		e-tender portal /
		university website

No. SMVDU/Admin/HK/2021/23 Dated: 15.03.2021

Sd Registrar SMVD University Kakryal, Katra

<u>Instructions to bidders regarding e-tendering process</u>

- 1. Bidders are advised to download bid submission manual from the "Downloads" option as well as from "Bidders Manual Kit" on website www.jktenders.gov.in to acquaint bid submission process.
- 2. To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000, as amended from time to time. Bidders can get digital certificate from any approved vendors.
- 3. The bidders have to submit their bids online in electronic format with digital Signature. **No financial bid will be accepted in physical form.**
- 4. Bids will be opened online as per time schedule mentioned in the table of critical dates. If the mentioned date is declared as a holiday, the bids shall be opened on the next working day at same time.
- 5. Bidders must ensure to upload scanned copy of all necessary documents mentioned in e-NIT. Note: Scan all the documents on 100 dpi with black and white option.
- 6. Scanned copy of cost of tender document and EMD in the shape of Demand Draft is to be uploaded online.
- 7. Bidders are advised to use "My Documents" area in their users on e-tendering portal to store important documents.
- 8. SMVDU will not be responsible for delay in online submission due to any reasons.
- 9. Conditional bidding shall not be entertained.
- 10. Bidders may contact office of the Registrar, SMVDU or the Chief Security Officer, SMVDU for any guidance or query.
- 11. Bidders are advised not to make any changes in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate inclusive of all taxes and it should be saved with the same name as it contains.
- 12. The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to be valid upto the completion of the contract, until revision of minimum wages by the Govt. of J&K UT.
- 13. Any corrigendum or subsequent information shall be updated on the e-tender portal / university website only. Bidders should keep track of the same.

Sd Registrar SMVD University Kakryal, Katra

No. SMVDU/Admin/HK/2021/23 Dated: 15.03.2021

SECTION 2

Annexure-A

Terms & Conditions of the Tender

- 1. The tenderer should be a registered and licensed contractor, firm, Agency. Self attested copies of requisite documents / certificates issued from appropriate authorities should be submitted online along with the tender to substantiate the claim.
- 2. Before participation in the tendering process, the tenderers, in their own interest, are advised to visit the Campus to assess site and its surrounding and satisfy themselves in respect of the site conditions as the SMVDU shall bear no responsibility for lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of knowledge, as aforesaid, on the part of the tenderers shall be at their own risk & responsibility.
- 3. The contractor must have a minimum of 05 years of operational experience in similar environment like Govt. Offices, Universities for providing the services of workers viz. Drivers, Peons / Helpers, Cooks and General workers for upkeep and maintenance of lawns etc. and should be a profit making firm / contractor.
- 4. SMVDU reserves the right to terminate the contract of a successful contractor without assigning any reasons thereof.
- 5. Participation in the tendering process shall not constitute that the contractor is automatically qualified.
- 6. The award process may be postponed / cancelled suo motto without assigning any reason or giving any notice to the tenderers. The University reserves the right to consider the tenders of only short-listed firms.
- 7. If even after the award of contract, information/ facts submitted by the tenderer is found misleading / incorrect / false etc., SMVDU reserves the right to disapprove the contract forthwith.
- 8. Tender document can be downloaded from the e-tendering website http://jktenders.gov.in or the university website www.smvdu.ac.in by or before the last date and time of downloading mentioned in the table above. The payment of Rs.1000/- (Rupees One thousand only) (Non-refundable) in the form of Demand Draft on the name of Registrar, SMVD University payable at Jammu is to be paid as tender fee. The demand draft is to be delivered by post along with the EMD amount and a scanned copy of the same is also to be uploaded online. Tenders received without payment of cost of tender and EMD shall be summarily rejected.
- 9. The online tenders shall be opened by a committee constituted for this purpose as per date and time mentioned in the table above, in the presence of tenderers / contractors or their authorized representatives at the time of opening of the Tenders.
- 10. In case of any incomplete document / information submitted by the tenderer / contractor, his tender may be rejected without assigning any reason thereof.
- 11. An Earnest Money in the form of Demand Draft only amounting to Rs. 2,00,000/- (Rupees Two Lakh only) pledged in the name of Registrar, SMVDU is required to be delivered by post to the office of Registrar SMVDU Kakryal, by or before the last date and time of submission of bids, without which the tender submitted by the firm(s) shall be rejected. EMD of the unsuccessful

Tenderers shall be refunded immediately after finalization of tender / contract whereas the EMD of the successful Tenderer will be treated as Security Deposit. However, the EMD of successful Tenderer who, after award of the contract, fails to provide the services within the time limit (provided for starting the requisite services) shall be forfeited. The scanned copy of the demand draft is also to be uploaded online along with bids.

- 12. The successful tenderer will be required to furnish an additional Security Deposit of Rs. 3,00,000 (Rupees Three Lakh only) in the form of D.D. only, to be drawn from nationalized bank pledged in the name of Registrar SMVDU payable at Jammu, for the due fulfillment of the contract for providing of services of Drivers, Peons / Helpers, Cooks and General Workers for Upkeep / Maintenance of Lawns etc. No interest will be given on the Security deposit. The Security deposit shall be furnished within seven (07) days of award of the contract. Any penalty / fines / compensation due from the contractor will be deductible from due payment / Security deposit as the case may be. The security deposit subject to deductions will be refunded two months after termination or expiry of the contract / agreement. However, the Security Deposit of the successful tenderer shall be forfeited in case he / she fails to execute the contract after the award of contract.
- 13. The University reserves the right to shortlist the tenderers as per the requirement of the University and to allot contract to the tenderer, it deems eligible and qualified based on the responses received, and the decision of the University in this regard shall be final.
- 14. The present requirement of Drivers, Peons / Helpers, Cook cum helpers and General Line Workers for Upkeep / Maintenance of Lawns etc. is 136 personnel comprising of Supervisor for Helpers & General Workers-1, Cooks-2, Cook cum helpers-2, Drivers-4, Electrical Supervisor-1, Mechanical Supervisor-1, Helpers/Peons-94, General Line Workers (Horticulture Work)- 31. However, the present strength may increase or decrease as per the actual requirement of the University from time to time.
- 15. The rates quoted for each Driver, Peon / Helper, Cook and General Worker for Upkeep/ Maintenance of Lawns etc. should be inclusive of all taxes/ duties & other liabilities viz. P.F. Contribution, ESI, Goods and Services Tax etc. and extra charges if any should be clearly mentioned in the break up without which the tender shall be liable to be rejected.
- 16. In case of any default or deficiencies of services provided by the tenderer / contractor, the alternate arrangement will be made by the University at the risk, cost and responsibility of the tenderer / contractor.
- 17. The selected firm shall be obligated to ensure top quality turnout of personnel deployed. The University shall carry out surprise checks / inspections in this regard and any slackness / indiscipline / misbehavior / poor turnout / non-obedience of instructions of Chief Security Officer / University authorities shall attract a penalty; at the sole discretion of Vice Chancellor, SMVDU per incident. In case number of such incidents being more than a reasonable limit in the opinion of SMVDU, the Contract shall be liable to be terminated without any notice or payment due thereof.
- 18. In case any of the worker deployed by the outsourcing agency/firm goes on leave or remain absent, it shall be the responsibility of the outsourcing agency/firm to provide alternate manpower in his/her place so that the work does not suffer. In case the outsourcing agency/firm fails to provide the same, it shall be penalized and have to pay 1.5 times the wages of that worker to the University for the days on which the worker(s) remains absent without any alternate arrangement in his/her place.

- 19. The successful tenderer / contractor shall have to execute an agreement on non-judicial stamp papers of requisite denomination within a week of the receipt of award/ contract letter which shall be guiding document for operation of contract so awarded.
- 20. The rates approved under the contract/agreement shall be valid for a period of 12 months from the date of award of contract and there would be no increase in rates during the contract period except increase / revision of minimum wages by the Government from time to time. Provided further that the contract may be extended with mutual consent for a further period as may be decided in the matter.
- 21. The successful tenderer / contractor who may be awarded the contract for services of Drivers, Peons / Helpers And General Workers for Upkeep/ Maintenance of Lawns etc. subject to fulfillment of all other formalities should be able to provide the requisite personnel within a period of 10 days from the date of award of contract failing which the contract may be awarded to the next lowest/ suitable tenderer / contractor.
- 22. In case of expiry of the term of the contract / agreement so allotted in favour of a successful / suitable tenderer / contractor, the service provider shall not withdraw the workers provided by him at his own until he is informed of the same in writing by the SMVDU to do so.
- 23. The tenderer / contractor shall utilize the services of his workers, through a supervisor of the agency in various offices, schools, faculties, hostels, administrative block, guest house and other areas from 9.00 A.M. to 5:00 p.m. daily except on the day of weekly off/leave of the worker which includes Cleaning of tables, chairs, filing cabinets, sofas, curtains and blinds daily by conventional way of cleaning, Cleaning telephone instrument daily using Dettol liquid and fine cotton, Cleaning of computers and their peripherals once in a month with required cleaning material like isopropyl/Alcohol. In addition to above, any other work of helping nature as and when required / assigned by Incharge Housekeeping.
- 24. The duty hours, weekly rest and other terms and conditions for the deployment of the workers at SMVD University by the tenderer / contractor shall be in accordance with the orders passed by the Competent Authorities of the Government.
- 25. The workers of the tenderer / contractor shall be of good character and of sound health and not below the age of 18 years. Responsibility of antecedents of his workers shall lie with the Contractor.
- 26. The Contractor shall be responsible for the good conduct and behavior of its workers. If any worker of the contractor is found misbehaving with the Supervisory Staff or any other Faculty / Staff members and students of the SMVDU, the contractor shall terminate the services of such worker(s) forthwith at their own risk and responsibility. The contractor shall issue necessary instructions to its workers to act upon the instructions given by the Supervisory Staff of the SMVDU.
- 27. The tenderer / contractor shall obtain Adequate Insurance Policy in respect of his workers engaged by it towards meeting the liability of compensation arising out of injury / disablement / death at workplace. The contractor shall issue ESI e-pehchan cards to his workers within two months after award of contract.
- 28. The tenderer shall not assign, sub-contract or sublet the whole or any part of the contract if so allotted to him.

- 29. All persons engaged by the tenderer / contractor shall be comprehensively insured for accidents and injuries by the tenderer.
- 30. The tenderer / contractor shall provide two sets of summer and winter uniforms for men & women workers along with jackets (Aprons) and ensure that they wear them at all times and maintain them clean. The name of the worker and the firm's name on the pockets will be inscribed.
- 31. All the workers must be issued Identity Cards by the tenderer / contractor bearing photographs. A list of such workers engaged by the tenderer / contractor along with their addresses (permanent & temporary) and the photographs must also be submitted to the Chief Security Officer, SMVDU for fulfilling security requirements.
- 32. It shall be the responsibility of the tenderer / contractor to take back the identity cards of his workers on expiry of their term of engagement with the contractor and any such replacement during the contact period shall be informed to the I/C Housekeeping, SMVDU along with the particulars and photograph of new worker(s).
- 33. That no right, much less a legal right shall vest in the Tenderer's / Contractor's workers to claim / have employment or otherwise seek absorption in SMVDU nor the Tenderer's / Contractor's workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the SMVDU. The workers will remain the employees of the Tenderer / Contractor and this will be the responsibility of the Tenderer / Contractor to make it clear to their workers before deputing on work at the SMVDU.
- 34. The Contractor shall indemnify SMVDU for any injury or death of his workers might suffer while executing works in SMVDU campus as part of the contract.
- 35. Liability / Responsibility in case of any accident causing injury / death of any worker shall be of the tenderer / contractor.
- 36. The Contractor's workers (Drivers, Peons / Helpers, Cooksand General Workers for Upkeep/Maintenance of Lawns etc.) will also take day-to-day instructions from the Chief Security Officer/Incharge Housekeeping, SMVDU.
- 37. The drivers should have valid Light Motor Vehicle(LMV) / Heavy Motor Vehicle(HMV) driving license with adequate work experience. The Contractor undertakes that the Driving license of Driver to be engaged be certified by the concerned Regional Transport Officer that the said Driving License is valid and with the authorization to drive the specific type of vehicle with passengers endorsement if any. The above certificate of Regional Transport Officer concerned shall be produced immediately at the time of providing of services of the driver/s as and when requisitioned by the SMVDU. Similarly, it shall be the responsibility of the Contractor to deploy Bus Helpers (Conductors) along with valid card / permission from the Transport Authorities of the Government.
- 38. None of the workers of the tenderer / contractor shall enter into any kind of private work within the campus of the SMVDU during working hours / days.
- 39. The Contractor shall maintain an inspection book as prescribed which will be made available to supervisory staff of the SMVDU. Any Fault/observation recorded therein shall be attended immediately.

- 40. The payment of wages shall be disbursed to the workers by the contractor in full against proper receipt by or before 5th of every month. The SMVDU shall reimburse the Contractor within seven working days approximately after submission of the bill in duplicate duly verified by the Incharge Housekeeping, SMVDU along with records of attendance, payment made to the staff, PF deposit receipt and proof of Insurance. The payment shall be made to the bank accounts of the workers and transfer receipt shall be enclosed with the monthly bill and a record of the same should also be kept in a register which may be examined by SMVDU at any time.
- 41. The tenderer / contractor shall contribute & deduct equivalent amount from the basic wage per head of the worker provided by him along with statutory charges as Provident Fund contribution on the rates applicable for compliance with various statutory obligations related to PF. The SMVD University shall not be liable for any liability past or otherwise and no claim shall be made for the same by the tenderer to the SMVDU in this regard. In addition to above, the tenderer shall be under an obligation to produce receipt of PF deposit of all the workers provided by him along with monthly bills submitted by it to SMVD University. The contractor shall allot universal account nos. and provide electronically generated receipts (ECR) to his workers depicting PFcredited to their accounts.
- 42. The tenderer shall fully comply with all applicable laws, rules and regulations relating to PF Act, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act and such other Acts or Laws, Regulations passed by Central, UT and Local Govt. Agency or Authority.
- 43. The tenderer / contractor shall abide by all Laws of the land including Labour Laws, Company's Act, Tax Deduction Liabilities, Welfare Measures of its workers / employees & all other obligations that enjoin in such cases & are not essentially enumerated & defined herein, though any such onus shall be the exclusive responsibility of the tenderer, it shall not involve the SMVDU in any way whatsoever.
- 44. The SMVDU reserves the right to direct the contractor to remove any person deployed by him without assigning any reason/notice.
- 45. The tenderer / contractor will have to abide by the rules & regulations and conduct as decided by the University authorities.
- 46. The University reserves the right to accept / reject, at any stage of the process, any or all tenders submitted in response to this invitation for Tender, and / or to modify the process at any time without assigning any reason whatsoever and without any obligation or liability whatsoever.
- 47. In case of any dereliction of duty, gross neglect, and unintended or intended damage caused by the contractor or its staff or otherwise, any harm done to the SMVDU, its properties, its designated officials or other employees and students, the tenderer / contractor shall be liable to make good of the loss or pay compensation, refund expenditure on legal/judicial proceedings as well as pay penalty which the Vice Chancellor, SMVDU may deem fit.
- 48. The duration of the contract shall be for a period of one year and the same may be subject to quarterly appraisal by the Incharge Housekeeping, SMVDU and review by the Registrar, SMVDU. In case, the services provided by the Contractor are not found to be satisfactory the contract shall be terminated even before the contractual period by serving a notice of not more than one month to this effect.

- 49. The workers (Drivers, Peons / Helpers, Cooks and General Workers for Upkeep/ Maintenance of Lawns etc.) of Contractor shall be bound to perform the jobs assigned by Chief Security Officer / Incharge Housekeeping, SMVDU.
- 50. The tenderer / contractor is required to ensure that the workers provided to the SMVD University shall not indulge in any indiscipline or undesirable acts.
- 51. If in the execution of their work, any infraction/breach/infringement of any law, rules/byelaws for the time being in force, takes place; Contractor shall indemnify the University and hold the University harmless against the consequences of any or all litigation/ prosecution in any matter connected with or arising out of the subject license including the result of any labour dispute and should any award or decree including awards of any labour court and/or Arbitrator which might be enforced/sought against the University, the University shall be compensated by the Contractor to the full extent in respect of all such claims/awards etc.
- 52. The Tenderer / Contractor shall take all precautions that the persons engaged/deployed as workers (Drivers, Peons / Helpers, Cooksand General Workers For Upkeep/ Maintenance Of Lawns etc.) at SMVDU are highly disciplined, courteous, civilized, sober, honest and free from any virulent or contagious disease(s). The University may ask the tenderer to produce: (a) Medical Fitness Certificate from authorized Medical Officer and (b) Character Certificate from Police for all persons engaged by the tenderer in performance of contract. The University may require the tenderer to remove and replace any person engaged by the tenderer, at its discretion.
- 53. The Contractor shall advise its work force etc. to strictly refrain from smoking or using any kind of tobacco products or pan chewing, consumption of alcohol or non-veg. food and playing of cards within or around the premises of the SMVD University.
- 54. Any legal dispute shall be subject to the jurisdiction of courts in Jammu District only & no other Court shall have the jurisdiction.
- 55. The successful contractor shall have to execute an Agreement with the University for due fulfillment of the contract within 7 days from the date of allotment.
- 56. If there arises any dispute relating to Contract / Agreement, the same shall be referred to Arbitration by the Honorable Vice Chancellor of the University, whose decision shall be final and binding on both the parties i.e. University and the Contractor. The Arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, as amended from time to time.
- 57. The mode of submitting Tender in two bid format shall be as under:
 - (i) Online Bid Submission Technical and Financial bids complete in all respects, as per annexed proforma, must be uploaded at the aforesaid portal, as per stipulated dates and times mentioned in the table.
 - (ii) Offline Bid Submission Hard copies of the Technical bids along with all supporting documents and enclosures should also be delivered by post to the office of Registrar SMVDU Kakryal by or before the last date and time of opening of technical bids online, for proper scrutiny of the documents by the tender opening committee. However, the documents which are not uploaded on the portal but submitted offline only shall not be considered.

- (iii) Financial bids of only those agencies shall be considered, whose technical bids are complete in all respects and qualify the criteria as per tender document. The technical bid shall also be accompanied by the Demand Drafts of Earnest Money amounting to Rs. 2,00,000/- (Rupees Two Lakh only) and cost of tender amounting to Rs. 1000/- (Rs. One thousand only) in separate envelopes, super subscribing as **Tender fee / EMD**. The Technical Bid and the supporting documents in proof thereof shall be sealed and submitted in a separate envelope super subscribed as "TECHNICAL BID FOR PROVIDING COOKS, HELPERS, DRIVERS, GENERAL WORKERS ETC."
- 58. The tenders uploaded / received after due date, time and place mentioned above shall not be entertained under any circumstances.

No. SMVDU/Admin/HK/2021/23 Dated: 15.03.2021

Sd Registrar SMVD University Kakryal, Katra

Annexure-B

Technical Bid

The tenderer shall furnish the following information with documentary evidence wherever required. This data shall be submitted without fail in the technical bid only and not otherwise.

Name of the Firm: M/s _____

S.No	Particulars	Whether documents Attached Yes/ No
	Operational experience in similar environment like Govt.	
1.	offices, Universities, Industrial Sector, hotels of repute etc. duly	
	supported with documentary proof.	
2.	Number of workers deployed by the firm as on date.	
	Maximum number of workers deployed by the firm any point	
3.	of time during the last three years.	
4.	ISO certification of the firm duly supported with	
	documentary proof.	
5.	Details about the registration with the Govt. Labour	
	Department, EPFO and ESIC.	
6.	List of qualified and professional manpower already available	
	with the Firm in all categories.	
	Annual turnover of the Firm for the last three years as per	
7.	balance sheet, profit & loss account, a copy whereof to be	
	enclosed.	
8.	Income tax return for the last three years along with a copy of	
	PAN card.	
9.	GST Registration Certificate.	

(Copies of documentary proof may be furnished where-ever required) Additional pages may be used, if needed.

For & on behalf of M/s		
	(Authorized Signatory)	
Name		

Financial Bid

1.	Name of Tenderer:	
2.	Details of Earnest Money Deposit of R	As. 2,00,0000/-
	(a) Demand Draft No.	(b) Name of Issuing Bank:
	() =	(*) - **********************************

3. Quoted rates for the requisite Manpower:

S.No.	Component of Rate	Driver	Peon / Helper
	•	Rate (per person per month) (in Rs.)	Rate (per person per month) (in Rs.)
A	Basic Wages (as per Minimum Wages Act applicable in the Union Territory of J&K)*		
В	Less PF Deduction @ 12% of Basic Wages towards Employee's Share		
С	Less Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share)		
D	Amount after deduction (A-B-C)		
E	Other Allowances:		
F	Inhand Wages to be deposited in the individual Bank A/c of the workers by Agency. (D+E)		
G	Statutory Contributions: (i) PF @ 12% of Basic Wages towards Employee's Share [as deducted at (B) above].		
	(ii) PF @ 12% of Basic Wages towards Employer's Share (iii) Adm. Charges @ 0.5% of EPF Wages. (iv) EDLI @ 0.5% of EDLIWages		
	(v) Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share) (vi) Employee's State Insurance @ 3.25% of the Basic Wages (Employer's Share)		
Н	Total: $G(i) + (ii) + (iii) + (iv) + (v) + (vi)$		
	** The Statutory Contributions as at (G) above shall be reimbursed after deposit and production of proof thereof on monthly basis.		
I	Service Charges (Agency Charges)	<u> </u>	
J	Total $(\mathbf{F} + \mathbf{H} + \mathbf{I})$		
K	GST extra as applicable		
L	Grand Total $(\mathbf{J} + \mathbf{K})$	/	

S.No.	Component of Rate	General Worker	Co	ok	Cook cum Helper
		Rate (per person per month) (in Rs.)	Rate (per per month (in Rs.)		Rate (per person per month) (in Rs.)
A	Basic Wages (as per Minimum Wages Act applicable in the Union Territory of J&K)*				
В	Less PF Deduction @ 12% of Basic Wages towards Employee's Share				
С	Less Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share)				
D	Amount after deduction (A-B-C)				
Е	Other Allowances:				
F	Inhand Wages to be deposited in the individual Bank A/c of the workers by Agency. (D+E)				
G	Statutory Contributions: (i) PF @ 12% of Basic Wages towards Employee's Share [as deducted at (B) above]. (ii) PF @ 12% of Basic Wages towards Employer's Share (iii) Adm. Charges @ 0.5% of				
	EPF Wages. (iv) EDLI @ 0.5% of EDLI Wages				
	(v) Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share) (vi) Employee's State Insurance @ 3.25% of the Basic Wages (Employer's Share)				
Н	Total: $G(i) + (ii) + (iii) + (iv) + (v) + (vi)$				
	** The Statutory Contributions as at (G) above shall be reimbursed after deposit and production of proof thereof on monthly basis.				
I	Service Charges (Agency Charges)				
J	Total $(\mathbf{F} + \mathbf{H} + \mathbf{I})$				
K	GST extra as applicable				
L	Grand Total $(\mathbf{J} + \mathbf{K})$	/			

We affirm that we have read and fully understood the nature of job and the terms & conditions relating to this tender and agree to abide by the same.

In case of selection of our firm for providing services of Drivers, Peons/Helpers & General Workers we will execute an Agreement with the SMVDU within a period of seven (07) days from the date of Award of Contract and shall also deploy the requisite manpower within a period of ten (10) days from the date of Award of Contract, if issued by the University and that we shall also be bound by all such terms and conditions laid therein or which might be subsequently incorporated in the Agreement to be signed by us.

If we contravene any one of the conditions of the Agreement, we shall not have any objection to the forfeiture of our Earnest Money Deposit and Security Deposit along with extinguishing of our right to continue the assignment entrusted to our firm.

For & on behalf of M/s	
	(Authorized Signatory)
Name	

^{*} The Basic Wages shall be subject to revision as may be notified by the Government along with consequential Statutory Deductions/Contributions.

Annexure - D

AGREEMENT

(To be executed on non-judicial stamp paper by the successful bidder)

Th	nis Deed of Agreement is executed on this day of,,
	etween Shri Mata Vaishno Devi University, Kakryal, Katra-182320 (J&K) herein ter called the "SMVDU" the Party of the First part on one hand and herein after called the
SN	Contractor" the Party of the Second part. The expression Party of the First part, MVDU and Party of the Second Part, Contractor shall include their representatives, dministrators, assignees or heirs.
	OF THE CONTRACT: FOR PROVIDING SERVICES OF DRIVERS, HELPERS, COOKS & GENERAL WORKERS FOR UPKEEP / MAINTENANCE OF ETC. AT SHRI MATA VAISHNO DEVI UNIVERSITY, KAKRYAL, KATRA–182320
Ge	HEREAS, SMVDU is desirous of hiring the services of Drivers, Peons/Helpers and eneral Workers for upkeep/maintenance of lawns etc. at the SMVDU Campus, akryal, Katra.
Co an	ND WHEREAS vide letter no dated, the Award of contract has been allotted in favour of at the firm has agreed to do the work and provide the services subject to the terms ad conditions of the Contract.
	OW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE IN NDER AS FOLLOWS:
1.	This agreement shall come into force w.e.f and shall remain in force for a period of one year but can also be terminated in accordance with the Terms & Conditions of the Contract. However, the SMVD University shall have the right to terminate the Contract forthwith and to forfeit the Security Deposit and Earnest Money Deposit, if the services rendered by the Contractor are found to be unsatisfactory.
2.	In consideration of the payment to be made to the Contractor as provided in the Letter of Award of Contract, the Contractor shall provide the services of

as forming part of this Agreement on the part of both the parties respectively.

3. That the Terms and Conditions as provided in the Notice Inviting Tender (Annexure-2) shall also be read and construed as forming part of this Agreement on the part of both the parties respectively.

Drivers, Peons/Helpers and General Workers for upkeep/ maintenance of lawns etc. at SMVDU Campus in accordance with the accepted terms and conditions of the Letter of Award of Contract (Annexure-1), which shall be read and construed

4. That in the event of any doubt or dispute arising between the parties hereto in respect of or touching of these presents or for determination of their or any of their

duties rights, claims, obligations or liabilities during the continuance of this Agreement or thereafter, the same shall be referred to the arbitration by sole Arbitrator to be appointed by the Hon'ble Vice Chancellor of the SMVDU. The arbitration would be conducted and governed by and under the provisions of Arbitration& Conciliation Act, as amended from time to time. Any legal dispute shall be subject to the jurisdiction of Jammu District Courts only and no other Court shall have the jurisdiction.

IN WITNESS WHERE OF the parties hereto have signed this Agreement in the presence of the witness on this day of
SIGNED AND DELIVERED BY THE NAMED FOR AND ON BEHALF OF THE SHRI MATA VAISHNO DEVI UNIVERSITY.
IN THE PRESENCE OF THE WITNESSES:
1
2.
For Shri Mata Vaishno Devi University, Kakryal, Katra
SIGNED AND DELIVERED BY THE NAMED FOR AND ON BEHALF OF THE M/S
IN THE PRESENCE OF THE WITNESSES:
1
2.
2.