

# श्री माता वैष्णो देवी विश्वविद्यालय

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

#### **NOTICE INVITING e-TENDER(e-NIT)**

#### <u>for</u>

#### Providing Housekeeping Services 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 Housekeeping Services through Supervisors and Workers for upkeep, sweeping and cleaning etc. of SMVDU Campus at Kakryal. The details of the tender are appended in the succeeding pages from **Annexure 'A' to 'F'**.

Tender document can be viewed and downloaded from SMVDU website <a href="www.smvdu.ac.in">www.smvdu.ac.in</a> and J&K etender portal <a href="http://jktenders.gov.in">http://jktenders.gov.in</a>. The bids are to be submitted online at <a href="http://jktenders.gov.in">http://jktenders.gov.in</a> 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/22/89 dated 21/03/2022		
4.	Tender Subject	Tender for Housekeeping Services		
5.	Tender Type	Open e-Tender system		
6.	Earnest Money Deposit	Rs. 2,00,000/- (Rupees two lakhs only)		
7.	EMD / Bid security	University Account Details for deposition of the EMD Amount :- Rs.		
	·	2,00,000/- (Rupees two lakhs only)		
		Bank Name: The Jammu and Kashmir Bank Ltd.		
		Account Title:- SMVDU Retention Money A/c		
		Account No:- 0477040520000029 IFSC Code:- JAKA0SMVDUN		
		Branch: SMVDU		
8.	Tender fee (non –	University Account Details for deposition of the Tender Fee:- Rs.		
	refundable)	1,000/-		
		Bank Name: The Jammu and Kashmir Bank Ltd. Account Title:-		
		Registrar, SMVDU		
		Account No:- 0477040100000023		
		JAKA0SMVDUN		
		Branch: SMVDU		
9.	Availability of tender	Tender document can be viewed and downloaded from SMVDU		
	document	website <u>www.smvdu.ac.in</u> and JKUT e-tendering portal		
		http://jktenders.gov.in.		
10.	Contract period	2 years (extendable for another 1 year)		
11.	Validity of bids	120 days from the last date of submission		
12.	Tender Inviting	Registrar SMVDU, Kakryal, Katra, Dist. Reasi – 182320, email id-		
	authority	registrar@smvdu.ac.in		
13.	Contact Details	01991-285524 Extn. 2777/2116, 8899955387, 8899954387		
		(Available from 0900 hrs to 1700 hrs except Saturday, Sunday and		
		Public holidays)		

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

S. No.	Particulars	Date & Time
1.	Publish date and time	21.03.2022
2.	Document Download Start Date & Time	1500 hrs 21.03.2022 1600 hrs onwards
3.	Document Download End Date & Time	10.04.2022 2200 hrs
4.	Online Bid Submission Start Date &Time	21.03.2022 1700 hrs onwards
5.	Online Bid Submission End Date	11.04.2022 1600 hrs
6.	Bid Opening Date & Time	
	(i) Technical bid	13.04.2022 1500 hrs
	(ii)Financial bid	To be intimated separately through e-tender portal / university website

No. SMVDU/Admin/HK/2022/89 Dated: 21.03.2022

#### **Instructions to bidders regarding e-tendering process**

- 1. Bidders are advised to download bid submission manual from the "Downloads" option as well as from "Bidders Manual Kit" on website <a href="www.jktenders.gov.in">www.jktenders.gov.in</a>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 bid shall 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 the same time.
- 5. Bidders must ensure to upload duly signed and stamped scanned copy of all necessary documents mentioned in the e-NIT.
- 6. Proof of transaction in respect of cost of tender document and EMD alongwith the technical bid, mentioning full details of the transaction 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 rate shall be quoted by the bidder entirely in Indian Rupees and the rate 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. The rate for the tender should be filled for the complete month not on per day basis and must be inclusive of paid week off in the BoQ.
- 13. Any corrigendum or subsequent information shall be updated on the e-tender portal / university website only. Bidders should keep track of the same.

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#### **SECTION 2**

#### 1. ELIGIBILITY CRITERIA:

- a) The tenderer who is a registered and licensed Contractor, Firm, Agency having an office in India can bid, subject to the satisfaction of other eligibility criteria in terms of organization, infrastructure, experience and availability of requisite skilled manpower. Self attested copies of requisite documents / certificates issued from appropriate authorities should be submitted online along with the tender to substantiate the claim.
- b) The tenderer must have a minimum 5 years operational experience in similar environment like Govt./Semi Govt. offices, Universities, Autonomous bodies, Public Sector Undertakings, Industries providing Housekeeping workers (Safai Karamcharis) and should be a profit making firm / contractor.
- c) The Service Provider (Bidder) should possess ISO 9001:2015, or latest updated version of the Certification in providing quality Housekeeping Facility Services. Necessary supportive documents shall be uploaded / enclosed to the bid.
- d) The tenderer should be an Income Tax payee. Copies of Income Tax Return, Balance Sheet, Profit & Loss Account for the last three years must be uploaded / enclosed.
- e) Annual turnover of the tenderer should be more than **Rs. 1 crore** each year continuously for the last three financial years (2018-19, 2019-20 & 2020-21).
- f) The tenderer should have all requisite Registrations/Certifications issued by Government Authorities towards Incorporation of the firm, EPF, ESI registration, GST registration etc. All supportive documents duly signed and stamped, must be uploaded with the technical bid.
- g) The tenderer shall have to produce latest EPF and ESIC Challans of atleast 100 housekeeping workers. In support of it, firms have to give an affidavit that their workers are only for housekeeping services and not for other services and the firms have to enclose the contract award letteralongwithexperience letter forthe same, where ESI and EPF have been deposited.

#### 2. PROCEDURE FOR SUBMISSION OF TENDER:

- a) Bidders are invited to submit Bids for "e-Notice Inviting Tender (e-NIT) for Housekeeping Services at "Shri Mata Vaishno Devi University" in two parts viz. Technical Bid (Annexure'D') and Financial Bid (refers to BoQ Online only) as per enclosed proforma alongwith duly signed and stamped supporting documents, Tender fee, EMD etc.
- b) 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 tender fee amounting to Rs.1000/- (Rupees One thousand only) (Non-refundable) is required to be submitted in the designated University Account as mentioned in the S.no. 8 in sub-part (a) of the Section 1 of the bid document at the time of submission of bids. The proof of submission of tender fee is also to be uploaded alongwith the technical bid. Tenders received without payment of tender fee and EMD shall be summarily rejected.
- c) The rate quoted should be inclusive of all taxes / duties & other liabilities viz. P.F. Contribution, ESI, Goods and Service Tax etc. and extra charges, if any. The L1 bidder has to provide the break-up for the quoted rates to University before the award of contract without which the tender with L1 bidder shall be liable to be rejected.
- d) Technical and Financial bids complete in all respects, as per annexed proforma, must be uploaded at the aforesaid portal, as per stipulated date and time mentioned in the table.

- e) In case of any incomplete document / information submitted by the tenderer / contractor, his tender shall be rejected without assigning any reason thereof.
- f) The tenders uploaded / received after due date and time mentioned above shall not be entertained under any circumstances.
- 3. Earnest Money Deposit(EMD): An Earnest Money amounting to Rs. 2,00,000/- (Rupees Two Lakh only) is required to be submitted in the designated University Account as mentioned in the S.no. 7 in sub-part (a) of the Section 1 of the bid document at the 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 issuance of award of contract, fails to provide the services within the time limit (provided for starting the requisite services) shall be forfeited. The Proof of submission of EMD is also to be uploaded along with technical bid.
- 4. <u>Security Deposit:</u> The successful tenderer will be required to furnish an additional Security Deposit amounting to Rs. 5,00,000/- (Rupees Five Lakh only) in the form of D.D. only for the due fulfillment of the contract for housekeeping services. 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 tenderer will be deductible from the Security deposit. 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 fail to execute the contract after the award of contract.
- 5. **SELECTION CRITERIA:** All bidders shall upload documentary proof duly signed and stamped, in support of meeting eligibility criteria. In the first stage of evaluation, bid shall be rejected, if found deficient as per the requirements of Tender. Financial bids of only those agencies shall be considered, whose technical bids are complete in all respects and qualify the technical criteria as per tender document. The participating bidder's eligibility shall be evaluated on the basis of points to be obtained in the point matrix given below:-

#### A. Technical & Pre-Qualification Points:

S. No.	Description	Particulars	Max Points	Document detail required (duly attested by the firm)
		Manpower: (401 & above)	10	List of staff with
1	Latest(2021-22) Housekeeping Staff Strength on Company's payroll (Not less than 100)	Manpower: (201-400)	7	designation and date of appointment
	payron (Not less than 100)	Manpower: (401 & above)     Manpower: (201-400)     Manpower: (100-200)     >10 Crore     5-10 Crore     3-5 Crore     > 5 contracts     author 2 contracts     > 10 years     8-10 years     5-7 years	5	
	Comparison to a local O2	>10 Crore	10	Audited balance sheet
	FY viz. 2018-19, 2019-20 & 2020-	Manpower: (401 & above)   10	for the last three years 2018-19, 2019-20 & 2020-21	
2	21 (Atleast 1 crore for each year)			
	Housekeeping / cleaning contracts	> 5 contracts	10	Relevant copies of
3	valuing more than Rs. 50 lakh per	(401 & above)   10	7	work orders alongwith
	annum executed over the last 03 years (2018 onwards)	upto 2 contracts	5	work experience certificate
	Experience of executed	> 10 years	10	List of works executed
	l <del>*</del>	8-10 years	7	(year wise) alongwith
4	works/services (Not less than 05 years)	5-7 years	5	work experience certificate
	Total Score		40	

#### B. Technical & Financial Bid Evaluation criteria:

- i. For qualifying in the technical bid, bidder shall have to score minimum 5 points in each category of point matrix from Sr. no. 1 to 4 and minimum 20 out of 40 as mentioned in the above point matrix table. Any bidder failing to obtain the minimum qualifying score, the technical bid shall not be considered for financial bid opening process.
- ii. Financial bids of the technically qualified bidders shall be opened and the bidder emerging L-1 bidder shall be considered for the allotment of the contract, subject to fulfilling the requisite formalities. In-case of the tie in rates, the bidder scoring more in the technical bid evaluation process shall be considered for the allotment of the contract. In-case of tie at second instance, it shall be decided by the process of "draw of lots" in presence of bidders who have tie in rates.
- iii. The online tenders shall be opened by a committee constituted for this purpose as per date and time mentioned in the table at point (b) Section 1, in the presence of tenderers / contractors or their authorized representatives, who wish to be present, at the time of opening of the tenders. No separate intimation will be given in this regard.
- 6. <u>PRE-BID MEETING</u>: A pre-bid meeting will be held on <u>05.04.2022 by 11:00AM</u> at SMVDU, Campus. It is advised that before the Pre-bid meeting, the tenderer shall visit the site to acquaint themselves with the prevailing condition and other facilities available nearby. Conceptual understanding / layouts of area whichever possible will be shown to the bidders during pre-bid meeting. SMVDU reserves the right to modify the terms & conditions of e-NIT after the pre-bid meeting in view of any practical modalities which may emerge during the pre-bid meeting.

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- 1. <u>THE SCOPE OF WORK</u>: The Housekeeping services are to be maintained for common Lavatories (toilet), the class rooms, offices, verandah, stair cases, roads and open areas of SMVDU. The Contractor is also to get cleaned any other area as and when required and as desired by I/C Housekeeping, SMVDU in lieu of specified area. The cleaning job requires:
  - a) Mopping corridors, staircases, class rooms, toilets.
  - b) Scrubs and dries WC's Wash-basins in lavatories and other places.
  - c) Removes cobwebs from cleaning and nooks and corners of above area.
  - d) Cleaning of glass panes, light tubes covers, bulbs shades and fan blades of above area.
  - e) Daily general cleaning of Tank/Pool around the Inauguration Pavilion and in front of Guest House.
  - f) Daily general cleaning of lawns and roads in the SMVDU complex.
  - g) Any other work of helping nature as and when required/assigned by Incharge Housekeeping.
  - h) Removing choke ups in toilets etc. as and when required conventional way of cleaning.
  - i) Cleaning of notice board nameplates, key boxes, Aqua guards water coolers etc. daily by conventional way of cleaning.
  - j) Vacuum cleaning of equipments in the server/UPS room weekly using vacuum cleaner.
  - k) Disposal of garbage containers daily.
  - 1) Cleaning of carpets, sofas, chairs etc. using vacuum cleaner as and when required.
  - m) Regular cutting of wild grass, bushes, shrubs etc. at open land.
  - n) Cleaning of Roof top of all the buildings and removal of rain water blockages.

#### o) **SOLIDWASTEMANAGEMENT**

- (i) Solid waste disposal is the responsibility of the agency providing Housekeeping Services. This will involve daily segregation and timely disposal of the under mentioned category of Solid Waste at Government pre-designated place at his (Vendors) cost:-
  - 1. Biodegradable Kitchen waste;
  - 2. Plastics, Glass, Tins and Rubber;
  - 3. Paper and Cloth;
  - 4. Iron and Steel; and
  - 5. Electronic Waste.

#### p) Procedure for Solid Waste Management

All solid waste should be taken from the earmarked locations in a building from dustbins with separate dustbin codes as per rules.

- (i) Solid waste so collected should be segregated properly both at site and dumping yard.
- (ii) Bio-degradable solid waste should be taken in the earmarked location for further composting and vermi-composting.
- (iii) Bio-degradable solid waste (not used for composting and vermin composting) should be dumped at Pre-designated location by the agency. The contractor should be responsible for the same including the cost, if any.

- (iv) Non-Bio-degradable solid waste should also be disposed-off by the agency in coordination with Central Pollution Control Board/State Pollution Control Board Vendors. The contractor will be responsible for execution of this task including bearing of cost, if any.
- (v) Latest Technologies to be employed for above tasks shall be briefed to the SMVDU by the Bidders during the Pre-Bid meeting. Cost of Garbage segregation and transportation shall be borne by the agency and same will be included in his Service charges.

The cleaning material, other tools and equipments viz. brooms, mops, dusters, brushes, bucket and water hoses, reach-ladders, wheel barrow, etc. shall be issued by the Incharge Housekeeping, SMVDU after receipt of requirement from the supervisory staff of the Contractor.

#### 2. <u>DETAIL OF PREMISES TO BE CLEANED:</u>

#### A. <u>INTERNAL AREA</u>

#### i) Building/Block

S. No	Description of Area	Approximate
		Area(Sq. meter)
01.	Faculty of Engineering	1724
02.	Faculty of Management	1877
03.	Faculty of Science	1919
04.	Department of Philosophy, Language & Culture	1571
05.	Administrative Block	2239
	Boys Hostels (05 Nos.) Trikuta, Kailash , Nilgiri , Vindyachal &	
06.	Basholi.	26980
07.	Girls Hostel (Shivalik)	4728
08.	Sports Hall (Trikuta Boys Hostel)	750
09.	Vaishnavi Hostel (Girls Hostel)	4500
10.	Guest House	1796
11.	Central Workshop	3002
12.	VC Lodge	512
13.	A,B,C & D Academic Blocks	9584
14	Medical Aid Centre	300
15.	Auditorium	5217
16.	Department of Architecture	3350
17.	Library building	3350
18.	Lecture Theatres(1,2,3 & 4)	600
	Total	73,999 sq. m.

### ii) <u>Toilets</u>

	Description of Area	Number of			
S. No	(Number of Toilets)	Commode	Washbasin	Urinal	Bath Cabin
1.	Academic Area(92)	161	188	115	14
2.	Boys Hostel(112)	240	369	273	276
3.	Girls Hostel(62)	154	200	-	148
4.	Miscellaneous(71)	79	78	7	68
	Total	634	835	395	506

## iii)EXTERNAL AREA

S. No.	Description of Area	Approximate Area(Sq. meter)
1.	Internal Roads	18900
2.	Interior Pathways	1000
3.	Open Land	2504700
	Total	25,24,600 sq. mtr.

### 2) **FREQUENCY OF CLEANING:**

# A. <u>INTERNAL AREA</u>

S. No.	Area/Portion of building	Area/Portion of building	Minimum Frequency at which cleaning is to be done					
	Building/Block							
A.	Hostels and Residential buildings	Sweeping& Mopping	2times daily except holidays					
		Mass cleaning with vacuum and soap water, floor disinfectant etc.	Once a week					
B.	Offices/Meeting Halls/Committee Room	Sweeping & Mopping	2 times daily except holiday					
	etc.	Mass cleaning with vacuum and soap water, floor disinfectant etc.	Once a week					
C.	Verandah Area and Staircase Area	Sweeping & Mopping	2 times daily except holidays					
		Mass cleaning with vacuum and soap water, floor disinfectant etc.	Once a week					
D.	Building Rooftop	Mass cleaning with hard broom, clearance of vegetation, drain blockages etc.	Once in a month in each building					
D.	Toilets/Bathrooms	Scrubbing, Washing and Mopping	2 times including holiday.					
		Mass cleaning with vacuum & soap water, floor disinfectant etc.	Once a week					

#### **B. EXTERNAL AREA**

S. No.	Area/Portion of building	0	Minimum Frequency at
		Area/Portion of building	which cleaning is to be
			done
		Roads/Pathway	
A.	Internal Roads/ Pathways	Sweeping	Once in a day.
		Mass cleaning of the roadside	Once a week
		areas.	
B.	Open Land	Cutting of wild grass, bushes,	Daily (As per the
		shrubs etc.	instructions of the I/c
			Housekeeping)

Note: In addition to the above, garbage collection, segregation and dumping as per the scope of work is to be ensured daily.

- 3) MANPOWER REQUIREMENT: The bidder shall quote the lump-sum rate for the cleanliness and up-keep of the University areas mentioned in para 2 of Annexure-B including Solid Waste Management as per the scope of work, on monthly basis in BOQ uploaded on JKUT e-tendering portal. Following things must be kept in mind while quoting rates in the BOQ:
  - a) The strength of Supervisor must not be less than the ratio of 1(Supervisor) : 30(SKC Workers) i.e 1 or more supervisor must be engaged for every 30 SKC workers.
  - b) The bidder shall employ only female housekeeping staff for cleaning and sanitation job at Girls Hostel.

In case, there is an increase/decrease in the area identified under scope of work at SMVDU complex during currency of the contract, the rate and manpower shall increase/decrease in proportionate to the change in the square meter area as per the approved L1 rates, subject to the approval of the Hon'ble Vice Chancellor.

No. SMVDU/Admin/HK/2022/89 Dated: 21.03.2022

#### 1. GENERAL TERMS & CONDITIONS:

- 1. 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.
- 2. Participation in the tendering process shall not constitute that the contractor is automatically qualified.
- 3. The tenderer shall not assign, sub-contract or sublet the whole or any part of the contract if so allotted to him.
- 4. All the workers of the tenderer / contractor shall be bound to perform the assigned duties by Incharge Housekeeping, SMVDU.
- 5. None of the workers of the tenderer / contractor shall enter into any kind of private work within the campus of SMVDU during working hours / days.
- 6. 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 SMVDU.
- 7. The tenderer's / contractor's Supervisor(s) should be trained / qualified and able to utilize / deploy the services of the workers. The tenderer's / contractor's Supervisor will also take day-to-day instructions from Incharge Housekeeping, SMVDU and shall maintain diary for the same. The Supervisor(s) of the tenderer / contractor shall remain on duty during their working hours to get work done from the workers and to report to SMVDU for taking instructions and attending them and should be available during all the inspections by SMVDU.
- 8. The scope of work of Housekeeping Services at SMVD University is annexed as para-1 of Annexure-B of this tender.
- 9. The list of Buildings / Blocks / Areas in which Housekeeping / Cleaning Services are required to be executed along with approximate area in square meter is annexed as para-2 of Annexure-B of this tender.
- 10. 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 as per the penalty clause in the tender document.
- 11. The leave arrangement, as and when required, shall have to be made by the contractor only ensuring that it do not violate relevant provisions of labour laws and shops and Establishment Act and there shall be no additional liability to University in this regard. However, in the event of additional manpower required for particular job, the same shall be arranged within the total existing manpower. In the event of the Contractor committing a fault or breach of any provisions of the Labour Laws including the provisions of Contract Labour(Regulation and Abolition) Act 1970 amended from time time in furnishing to or anyinformation, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Institute a penalty which may be imposed upon.

- 12. The tenderer / contractor will take all precautions in order to ensure that all persons engaged by him to provide housekeeping services to the SMVDU Campus are highly disciplined, courteous, civil, 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. The workers should not be below the age of 18 years.
- 13. In the event of any loss being occasioned to the SMVDU on account of any negligence on the part of the tenderer's / contractor's employees provided to the SMVDU, the tenderer / contractor shall make good of the loss sustained by the SMVDU either by replacement or on payment of adequate compensation as assessed / claimed by the SMVDU.
- 14. 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.
- 15. In case of expiry of the term of the contract / agreement so allotted in favour of the 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.
- 16. All persons engaged by the tenderer / contractor shall be comprehensively insured for accidents and injuries by the tenderer.
- 17. Liability / Responsibility in case of any accident causing injury / death of any worker shall be of the tenderer / contractor.
- 18. 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 provide ESI e-pehchan cards to his workers within two months after award of contract.
- 19. The tenderer / contractor will have to abide by the rules & regulations and conduct as decided by the University authorities.
- 20. 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.
- 21. 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.
- 22. 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. SMVDU shall not be liable for any liability past or otherwise & no claim for the same shall be made by the tenderer to the SMVDU in this regard. The contractor shall allot universal account nos. and provide electronically generated PF statements (ECR) to the workers depicting the PF credited to their accounts.
- 23. The tenderer / contractor shall provide two sets of summer and winter uniforms for men and women workers along with Aprons. He shall also provide atleast 10 pairs of Gum Boots to its workers. It shall be the responsibility of the Contractor to ensure that all his / her workforce wears the Uniform etc. during duty hours. The name of the worker and the firm's name on the pockets must be inscribed.

- 24. 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 Incharge Housekeeping, SMVDU for fulfilling security requirements.
- 25. The tenderer / contractor, through his workers shall render cleaning of offices, schools, colleges, hostels, administrative block, guest house and other areas before 9.00 a.m. daily, and the classrooms, laboratories, etc. daily by 08:30 am. The duty hours shall be from 08:00 a.m. to 04:00 p.m.
- 26. All the areas i.e. toilets, stairs, ramps, connected corridors, lawns, etc. in the residential / academic / administrative, drinking water sinks, etc. shall be cleaned by the workers of the tenderer / contractor every day and keep the same clean throughout.
- 27. If, even after the award of contract, information / facts submitted by the tenderer are found misleading / incorrect / false etc., SMVDU reserves the right to disapprove the contract.
- 28. 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 Housekeeping Services Contract.
- 29. The lowest bidder(L1) who may be awarded the contract for Housekeeping Services subject to fulfillment of all formalities sought in the tender, should be able to submit an affidavit within 02 working days from the opening of financial bids, mentioning the breakup of the manpower to be deployed at SMVDU under each category alongwith the wages breakdown complying to the statutory contribution that will be paid by the tenderer to his workers, before the execution of the contract.
- 30. The tenderer will have to provide the requisite workers(mentioned by L1 bidder in affidavit) within a period of 10 days from the date of issuance of award of contract failing which the contract may be awarded to the next lowest / suitable tenderer.

#### 2. TERMINATION OF CONTRACT:

- a) The selected firm shall be obligated to ensure top quality turnout of workers deployed. The University shall carry out surprise checks / inspections in this regard and any slackness / indiscipline / misbehavior / poor turnout / non-obedience of instructions of Incharge Housekeeping / 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.
- b) If, in the opinion of the University, there is any defect or deficiency in the service or performance of Contract Agreement, the University may terminate the Contract or impose fine on the tenderer / contractor on each such occasion as mentioned in the penalty clause of the tender document. Such fines will be deductible from the payment due to the contractor or security deposit as the case may be.
- c) SMVDU reserves the right to terminate the Contract of a successful tenderer without assigning any reason thereof.
- 3. <u>PAYMENT TERMS</u>: 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 ESIC. 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.

- **4. CONTRACT DURATION:** The duration of the Contract shall be for a period of two years from the date of award of contract provided that the contract may be extended by mutual consent for a further period of one year or as may be decided. However, the contract shall remain in force subject to quarterly appraisal by the Incharge Housekeeping, SMVDU and review by the Registrar, SMVDU. In case, the job / work performed is not found to be satisfactory, the Contract shall be terminated even before the contractual period.
- **5.** <u>VALIDITY OF RATES:</u> The rates approved under the contract / agreement shall be valid for a period of 02 years from the date of award of contract provided that the contract may be extended by mutual consent for a further period of one year or as may be decided. However, the rates of wages may be revised on pro rata basis upon revision of minimum wages by the Government of J&K UT.
- **6. ARBITRATION:** 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,1996, as amended from time to time. Any legal dispute shall be subject to the jurisdiction of courts in Jammu District Courts only & no other Court shall have the jurisdiction.

#### 7. PENALTY CLAUSE:

- A. In case of poor performance, a minimum penalty of Rs. 5000/- (Rupees Five Thousand Only) or any amount approved by the Competent Authority shall be imposed which shall be deducted from the monthly bill of the firm and three or more instances of poor performance shall invite the risk of termination of the Contract without any notice. In that event Service Provider's Earnest Money and Security Deposit shall be liable to be forfeited.
- B. In-case of providing less manpower (<20%) than quoted in the bid for each day, consecutively for a period of three month, a minimum penalty of Rs. 5,000/- (Rs. Five Thousand Only) per month shall be imposed on the firm and the same shall be deducted from the monthly bills of the firm.
- C. The University is at liberty to impose penalty to the firm on following disobediences/defaults& the same shall be deducted from the monthly bill: -

Sr.No.	Shortage/Defaults	Penalty
1.	Shortage in Housekeeping Staff(SKC) on daily basis, as follows:	Number of SKC lesser than prescribed limit in a day x Daily
	a. Male/Female workers lesser than 20% of strength mentioned by the agency for each category.	wage Rate of respective SKC x 2
	b. Absence of more than 01 supervisor.	
2.	Improperly Dressed Housekeeping Staff	Number of improperly Dressed SKC x Rs500/-
3.	Non-wearing of I-Card by the Staff.	200/- per employee per violation.
4.	Smoking of cigarettes or use of any tobacco products or pan chewing / playing of cards or consumption of liquor / alcohol or eating of non-vegetarian food within the premises.	
5.	Misconduct/Misbehavior/Indiscipline by the Sanitation & House-keeping personnel/Supervisor	1000/- per complaint.
6.	In case of toilets, water closets, bathrooms, urinals, plumbing fixtures, floors etc. found unclean and stinking.	For every instance of default in not meeting the standards of cleanliness/sanitation, penalty of Rs.1000/-will be imposed.

Sr.No.	Shortage/Defaults	Penalty
7.	Non-adherence to the frequency of cleaning	For every instance of default
		Rs.500/- penalty will be
		imposed
8.	Discrepancy in Solid Waste Management	For every instance of default
		Rs.1000/- penalty will be
		imposed
9.	Late Submission of Bill/Non-compliance of	10% of the submitted Bills
	Statuary compliances	

#### 8. <u>SMVDU RIGHTS IN RESPECT OF E-TENDER</u>

- 1. The University reserves the right to shortlist the tenderers as per the requirement of the University and to allot Housekeeping Services 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.
- 2. 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.
- 3. 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.

No. SMVDU/Admin/HK/2022/89 Dated: 21.03.2022

#### **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		
Name of the Firm. M/S		

Sl. No.	Particulars	<b>Details</b> (if yes, furnish number)	Appendix No. (attached in bid
		,	at Page No.)
1.	Name of the Firm/ Agency:	M/s.	
2.	Status of the Firm/Agency: (Proprietorship/Partnership/Joint Stock Co.etc)		
3.	Address:		
4.	a) Office:		
5.	b) Residence:		
6.	Telephone/ Mobile No./ e-mail address /Website address		
7.	Name of the Proprietor/Partner/Director		
8.	Documentary Proof of:		
	a) Certificate of registration of the firm with Registrar of Firms or under Shop & Establishment Act, as applicable.	Yes/No	
	b)EPF registration proof	Yes /No	
	c)ESI registration proof	Yes/No	
	d)GSTIN and PAN no.	Yes/No	
	e)Income tax return for 2018-19, 2019-20 & 2020-21	Yes/No	
	f)Balance sheet for 2018-19, 2019-20 & 2020-21	Yes /No	
	g) Latest GST clearance certificate (not prior to January 2022)	Yes/No	
	h) Latest(2021-22) experience certificate of providing more than 100 housekeeping staff at a time in similar environment like Govt. offices, Universities, Autonomous bodies, Public Sector Undertakings, Industrial Sector, hotels of repute etc. Also bidder shall attach relevant copies of EPF and ESIC Challans of those 100 housekeeping workers and an affidavit that workers are only for housekeeping services and not for other services.	Yes/No	
	i) Annual turnover for financial year 2018-19	Yes/No	
	j) Annual turnover for financial year 2019-20	Yes/No	
	<ul><li>k) Annual turnover for financial year 2020-21</li><li>l) Proof of Earnest Money Deposit(EMD)</li></ul>	Yes/No Yes/No	

Sl. No.	Particulars	<b>Details</b> (if yes, furnish number)	Appendix No. (attached in bid at Page No.)
	m) Housekeeping / cleaning contracts valuing more than Rs. 50 lakh per annum executed / under execution over the last 03 years (2018 onwards)	Yes/No	
	n) Operational experience (not less than 05 years) of providing housekeeping services in similar environment like Govt. offices, Universities, Autonomous bodies, Public Sector Undertakings, Industrial Sector, hotels of repute etc. duly supported with documentary proof.	Yes/No	
	o) ISO 9001:2015 or latest updated version of the Certification in providing quality Housekeeping Facility Services.	Yes/No	
	q) List of qualified and professional manpower already available with the tenderer in housekeeping categories for deployment in case of award of contract allotted by SMVDU.(Name of each professional and his / her qualification to be clearly mentioned in the list to be enclosed)	Yes/No	
	r) Affidavit to the effect that the firm has not been blacklisted in last 05 years.	Yes / No	

(Copies of documentary proof duly signed and stamped must be uploaded in support of the above)  $\frac{1}{2}$ 

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

### **FORMAT FOR FINANCIAL BID**

1. <b>Nam</b>	e of Tenderer:				
2. Deta	ils of Earnest Money De	posit of Rs.	2,00,000/-		
(a) P	(a) Proof of Payment (b) Name of Issuing Bank:				
3. Prop	osed number of Manpower	••			
		S. no.	Category of Manpowe	r Proposed Nu	mber
			upervisor		
			Male SKC		
			Semale SKC		
		Total	Manpower		
4. Quot	ted rates for the providir	ng Housekee	eping Services:		
S.No	Item Description	n	Total amount	GST amount	Total amount
			without Taxes per month	<b>@18%</b>	with Taxes per month
A	Rate for cleaning and up	okeen of all	month		Month
	internal & external area				
	sq. mtr. approximately)	as per the			
	Annexure-B of the tende	er document			
В	Total	(Rs. in word	ls)		
C	Total	(Rs. in figure	re)		
In case agreem manpo Univer subsequent of the office the office of the o	irm that we have read and ider and agree to abide by of selection of our firm fact with the SMVDU were within a period of sity and we shall also be uently incorporated in the contravene any one of the proof our Earnest Money ignment entrusted to our factors.	or providing within a periten (10) day bound by a agreement to and Securit	g Housekeeping Servi od of seven (07) da ys, from the date of ll such terms and cor to be signed by us.	ces to the SMVD ys and shall also Award of Contraditions laid there we shall not have	U, we will execute and deploy the requisite ract, if issued by the sin or which might be any objection to the
	For & on	behalf of M	/s(Authorize	d Signatory)	
			Name		
			1 (41110		

AGREEMENT (To be executed on non-judicial stamp paper by the successful bidder)					
Vai	his Deed of Agreement is executed on this day of aishno Devi University, Kakryal, Katra-182320 (J&K) arty of the First part on	between Shri Mata herein after called the "SMVDU" the			
	f the Second part. The expression Party of the First part, Contractor shall include their representatives, Admin	rt, SMVDU and Party of the Second			
	ITLE OF THE CONTRACT: FOR PROVIDING IN HRI MATA VAISHNO DEVI UNIVERSITY, KAKRY				
	HEREAS, SMVDU is desirous of hiring the services MVDU Campus, Kakryal (Katra).	s of Housekeeping Manpower at the			
has	ND WHEREAS vide letter no date as been allotted in favour of ork and provide the services subject to the terms and contact to the terms are contact to the terms and contact to the terms are contact to the terms are contact to the terms are contact to the terms and contact to the terms are contact to the te	, and the firm has agreed to do the			
	OW IT IS HEREBY AGREED BY AND BETV NDER AS FOLLOWS:	VEEN THE PARTIES HERE IN			
1.	a period of two years which may be further extended consent but can also be terminated in accordance v. Contract. However, the SMVD University shall have forthwith and to forfeit the Security Deposit and Earendered by the Contractor are found to be unsatisfactor.	for a period of one year with mutual with the Terms & Conditions of the e the right to terminate the Contract rnest Money Deposit, if the services			
2.	In consideration of the payment to be made to the Co Award of Contract, the Contractor shall provide Manpower in accordance with the accepted terms and Contract, which shall be read and construed as forming of both the parties respectively.	the services of the Housekeeping conditions of the Letter of Award of			

- 3. That the Terms and Conditions as provided in the Notice Inviting Tender shall also be read and construed as forming part of this Agreement on the part of both the parties respectively.
- 4. That pro-rata increase in minimum wages (category-wise) and other Statutory deductions/taxes shall be allowed by the party of First Part (SMVDU) to the Party of Second Part (Contractor) upon its revision by the Govt. or any other Statutory authority during the period of Contract and in case of deduction in any of the Statutory Taxes, etc., the same shall also be deductible on pro-rata basis from the monthly payments of the Contractor.
- 5. 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, 1996, 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.
For M/s