



श्री माता वैष्णो देवी विश्वविद्यालय
Shri Mata Vaishno Devi University
Kakryal (Katra)–182320

NOTICE INVITING e-TENDER
e-NIT 01 of 2021 dated: 08.03.2021

Providing of 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 of SMVDU Campus at Kakryal. The details of the tender and mode of submission of bids are appended in the succeeding pages from Annexure 'A' to 'F'.

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/21/22 dated 08/03/2021
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 payable to	In the form of Demand Draft only, drawn on a nationalized bank in favour of "Registrar, SMVDU" payable at Jammu
8.	Tender fee (non – refundable)	Rs. 1000/- (Rupees one thousand only). In the form of Demand Draft only, drawn on a nationalized bank in favour of "Registrar, SMVDU" payable at Jammu.
9.	Availability of tender document	Tender document can be viewed and downloaded from SMVDU website www.smvdu.ac.in 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 authority	Registrar SMVDU, Kakryal, Katra, Dist. Reasi – 182320, 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	08.03.2021 1700 hrs
2.	Document Download Start Date & Time	08.03.2021 1730 hrs onwards
3.	Document Download End Date & Time	29.03.2021 1800 hrs
4.	Online Bid Submission Start Date & Time	08.03.2021 1800 hrs onwards
5.	Online Bid Submission End Date	29.03.2021 1800 hrs
6.	<u>Bid Opening Date & Time</u>	
	(i) Technical bid	07.04.2021 1500 hrs
	(ii) Financial bid	To be intimated separately through e-tender portal / university website

**Sd/-
Registrar
SMVD University,
Kakryal, Katra**

**No: SMVDU/Admin/HK/21/22
Dated 08/03/2021**

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 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 vendor.
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 the 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

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 tenderer must have a minimum 5 years of operational experience in similar environment like Govt. offices, Universities, industrial units providing Housekeeping workers (Safai Karamcharis) and should be a profit making firm / contractor.
4. 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.
5. 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.
6. 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.
7. The Contract shall remain valid for a period of 12 months from the date of the award of contract provided that the same may be extended by mutual consent for a further period as may be decided.
8. The successful tenderer / contractor who may be awarded the contract for Housekeeping Services subject to fulfillment of all other formalities should be able to provide the requisite workers **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.
9. SMVDU reserves the right to terminate the Contract of a successful tenderer without assigning any reason thereof.
10. Participation in the tendering process shall not constitute that the contractor is automatically qualified.
11. 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 job / work performed 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.
12. 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. Such fines will be deductible from the payment due to the contractor or security deposit as the case may be.

13. 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.
14. 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.
15. The successful tenderer will be required to furnish an additional Security Deposit amounting to 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 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 fails to execute the contract after the award of contract.
16. 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.
17. The rates quoted for each worker should be inclusive of all taxes / duties & other liabilities viz. P.F. Contribution, ESI, Goods and Service 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.
18. 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.
19. 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.

20. The present requirement of Supervisors and Workers (Safai Karamcharis) is **03 Nos.** and **90 Nos.** respectively, which may increase or decrease as per the actual requirement of the University from time to time.
21. The scope of work of Housekeeping Services at SMVD University is annexed as **Annexure-B** to this tender.
22. 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 **Annexure-C**.
23. All the workers of the tenderer / contractor shall be bound to perform the assigned duties by Incharge Housekeeping, SMVDU.
24. 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.
25. 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.
26. 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.
27. 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. A 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.
28. 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.
29. 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, who wish to be present, at the time of opening of the tenders.
30. In case of any incomplete document / information submitted by the tenderer / contractor, his tender may be rejected without assigning any reason thereof.
31. All persons engaged by the tenderer / contractor shall be comprehensively insured for accidents and injuries by the tenderer.
32. 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.

33. 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.
34. 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 the award of contract.
35. The tenderer shall not assign, sub-contract or sublet the whole or any part of the contract if so allotted to him.
36. 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 will be inscribed.
37. 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.
38. 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.
39. 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.
40. 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.
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. 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. 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 SMVDU. The contractor shall allot universal account nos. and provide electronically generated PF statements (ECR) to the workers reflecting the amount credited to their accounts.
42. Liability / Responsibility in case of any accident causing injury / death of any worker shall be of the tenderer / contractor.
43. The tenderer / contractor will have to abide by the rules & regulations and conduct as decided by the University authorities.

44. 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.
45. 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.
46. Any legal dispute shall be subject to the jurisdiction of courts in Jammu District only & no other Court shall have the jurisdiction.
48. 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.
49. 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.
50. The mode of submitting the 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 HOUSEKEEPING SERVICES”**.
51. The tenders uploaded / received after due date, time and place mentioned above shall not be entertained under any circumstances.

Sd/-

Registrar

SCOPE OF WORK OF HOUSEKEEPING SERVICES FOR INTERNAL AREA INSIDE THE BUILDINGS, LAWNS AND ROADS REQUIRED FROM THE CONTRACTOR AT SMVD UNIVERSITY

The Housekeeping services are to be maintained for common Lavatories (toilet), the class rooms, offices, verandah, stair cases, roads and open area of various building 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:

1. Mopping corridors, staircases, class rooms, toilets.
2. Scrubs and dries WC's Wash-basins in lavatories and other places.
3. Removes cobwebs from cleaning and nooks and corners of above area.
4. Cleaning of glass panes, light tubes covers, bulbs shades and fan blades of above area.
5. Daily general cleaning of Tank/Pool around the Inauguration Pavilion and in front of Guest House.
6. Daily general cleaning of lawns and roads in the SMVDU complex.
7. Any other work of helping nature as and when required/assigned by Incharge Housekeeping.
8. Removing choke ups in toilets etc. as and when required conventional way of cleaning.
9. Cleaning of notice board nameplates, key boxes, Aqua guards water coolers etc. daily by conventional way of cleaning.
10. Vacuum cleaning of equipments in the server/UPS room weekly using vacuum cleaner.
11. Disposal of garbage containers twice daily.
12. Cleaning of carpets, sofas, chairs etc. using vacuum cleaner as and when required.

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.

LIST OF BUILDINGS/BLOCKS/AREAS IN WHICH HOUSE KEEPING AND CLEANING SERVICES ARE TO BE EXECUTED:

A) Cleaning of Buildings and Toilets

S. No.	Name of Building/Block	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
06.	Boys Hostels (05 Nos.) Trikuta, Kailash , Nilgiri , Vindychal&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.	Internal Roads	18900
14.	Interior Path	1000
15.	A,B,C & D Academic Blocks	9584
16.	Medical Aid Centre	300
17.	Auditorium	5217
18.	Department of Architecture, Libraries	3350
19.	Library building	3350
	Total	93299 sq. m.

B) General Cleaning of Lawns, Roads in academic area, Central plaza and residential area located in the university campus.

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
1.	Operational experience in similar environment like Govt. offices, Universities, Industrial Sector, hotels of repute etc. duly supported with documentary proof.	
2.	Number of workers deployed by the firm as on date.	
3.	Maximum number of workers deployed by the firm any point of time during the last three years.	
4.	Details about the registration with the Govt. Labour Department, EPFO and ESIC.	
5.	List of qualified and professional manpower already available with the Firm in all categories.	
6.	Annual turnover of the Firm for the last three years as per balance sheet, profit & loss account, a copy whereof to be enclosed.	
7.	Income tax return for the last three years along with a copy of PAN card.	
8.	GST Registration Certificate.	

**(Copies of documentary proof may be furnished in support of the above)
Additional pages may be used, if needed.**

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

Name _____

Financial Bid

Name of Tenderer: _____

Details of EMD / D.D of Rs. 2,00,000/- with number and date: _____

To
The Registrar
Shri Mata Vaishno Devi University
Kakryal, Katra

Sir / Madam,

We, M/s _____ having office at _____ hereby submit our tender for providing Housekeeping Services at Shri Mata Vaishno Devi University, Kakryal (Katra). Our rates for providing the services of the workers to be deployed shall be as under:

S.No.	Particulars	Supervisor Rate (per person per month) (in Rs.)	Safaikaramchari Rate (per person per month) (in Rs.)
A	Basic Wages (as per Minimum Wages Act applicable in the Union Territory of J&K)*		
B	Less PF Deduction @ 12% of Basic Wages towards Employee's Share		
C	Less Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share)		
D	Amount after deduction (A-B-C)		
E	Other Allowances, if any		
F	In-hand Wages to be deposited in the individual Bank A/c of the worker by the Agency. (D+E)		
G	Statutory Contributions:		
	(i) PF Employer's Share 12% of Basic Wages		
	(ii) PF Employee's Share 12% of Wages		
	(iii) PF Adm. Charges @ 0.5% of EPF Wages.		
	(iv) EDLI @ 0.5% of EDLI Wages.		
	(v) Employee's State Insurance @ 0.75% of Wages (Employee's share)		
	(vi) Employee's State Insurance @ 3.25% of Wages (Employer's share)		
H	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 (F + H + I)		
K	GST extra as applicable		
L	Grand Total (J + 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 Housekeeping Services to the SMVDU, we will execute an agreement with the SMVDU within period prescribed by the University and that we shall also be bound by all such terms and conditions laid therein, 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 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 _____

AGREEMENT

This Deed of Agreement is executed on this ____ day of _____, _____ between Shri Mata Vaishno Devi University, Kakryal, Katra-182320 (J&K) herein after called the “SMVDU” the Party of the First part on one hand and M/s _____ herein after called the “Contractor” the Party of the Second part. The expression Party of the First part, SMVDU and Party of the Second Part, Contractor shall include their representatives, Administrators, assignees or heirs.

TITLE OF THE CONTRACT: FOR PROVIDING HOUSEKEEPING SERVICES AT SHRI MATA VAISHNO DEVI UNIVERSITY, KAKRYAL, KATRA-182320 (J&K).

WHEREAS, SMVDU is desirous of hiring the services of Housekeeping Manpower at the SMVDU Campus, Kakryal, Katra.

AND WHEREAS vide letter no. _____ dated _____, the Award of Contract has been allotted in favour of _____, and the firm has agreed to do the work and provide the services subject to the terms and conditions of the Contract.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE IN UNDER 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 the Housekeeping Manpower in accordance with the accepted terms and conditions of the Letter of Award of Contract (**Annexure-1**), which shall be read and construed 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.
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. _____

ForM/s _____