

OFFICE OF THE REGISTRAR
ESTABLISHMENT SECTION, JMI

F.No.443/RO/Estab/2019.

Dated: 10.01.2019

Subject: **e-tender for House Keeping**

On behalf of the Vice-Chancellor, Jamia Millia Islamia, (JMI), New Delhi, on line bids (two bids system) are invited from reputed companies/firms for the House Keeping work in various units of the JMI as mentioned in the tender document. The tender will be awarded for a period of One year and can be extended for another year, depending upon the performance. Bid documents with other terms & condition can be downloaded from website: <https://eprocure.gov.in> and be uploaded alongwith notified EMD as per following:

EMD (Refundable)	Last date & Time for online uploading of bids.	Venue for submission of EMD	Date & Time for opening of Technical - Bid
Rs.1,60,000/-	21.01.2019 by 1:00 p.m.	Establishment Section, JMI, New Delhi	22.01.2019 3:00 p.m.

Crossed Demand Draft of EMD (Refundable) for Rs. 1,60,000/- in favour of the Registrar, Jamia Millia Islamia, New Delhi may be submitted in the Office of the Assistant Registrar (Establishment Section) latest by **21.01.2019** before **3:00 p.m.**

Date:


Registrar

**JAMIA MILLIA ISLAMIA, JAMIA NAGAR
NEW DELHI -25**

E-TENDER DOCUMENT

FOR

**Outsourcing of Housekeeping services
(Supervisor/Housekeepers)**

FOR USE IN

- 1. Faculty of Dentistry**
- 2. Dr. Zakir Hussain Library (New Building)**
- 3. University Polytechnic (New Building)**
- 4. Centre for Physiotherapy**
- 5. Dr. Ramanujan Block (CIRBSc)**
- 6. Dr.M.A. Ansari health centre**

Tender No.F.01/ESTT/RO/JMI/2019

Dated: 12/01/2019

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PART-I

JAMIA MILLIA ISLAMIA
Jamia Nagar, New Delhi-110025
Phone: 011-26981717 – Extn.1166/1163

Tender No.F.01/ESTT/RO/JMI/2019

Dated: 12/01/2019

SECTION-1A:

NOTICE INVITING E-TENDER

E-Procurement TENDER NOTICE for Outsourcing of Housekeeping Services [Supervisors / Housekeepers]

E-Tenders are invited from reputed, registered and licensed agencies for hiring of house-keeping services at **Faculty of Dentistry, Dr. Zakir Hussain Library (New Building), University Polytechnic (New Building), Centre for Physiotherapy & Rehabilitation Scs, Dr. Ramanujan Block (CIRBSc) and Dr. M. A. Ansari Health Centre, JMI**, on outsource basis.

SCHEDULE OF TENDER

S. No.	Activity Description	Schedule
1.	Tender No	F.01/ESTT/RO/JMI/2019, Dated: 12/01/2019
2.	Sale of Tender Document	12/01/2019 to 21/01/2019, the tender document shall be downloaded from the E-Procurement portal http://eprocure.gov.in/eprocure/app by using bidder login credentials.
3.	Time and last date of uploading Tender / Bid	1:00 P.M. on 21/01/2019
4.	Time and Date of Opening of Technical Bid	3:00 P.M. on 22/01/2019
5.	Minimum Validity of tender offer	180 days from the date of Opening
6.	Services to be offered	Outsourcing of Housekeeping Services Estimated manpower Matriculate but not Graduate (Supervisor) : 03 Unskilled (Housekeepers): 43

7.	Estimated annual cost of tender	Rs.78,72,000/-(Rupees Seventy-eight Lakhs and Seventy-two Thousand Only)
8.	Amount of EMD to be deposited	Rs.1,60,000/-(Rupees One Lakh and Sixty Thousand Only)
9.	Duration of contract	One Year from the date of award of contract. However, the same may be further extended for another year on the same terms & conditions.

Aspiring Bidders who have not enrolled/registered in e-procurement should enrol/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.

Interested bidders may submit their quotation online on <http://eprocure.gov.in/eprocure/app> as per the tender document in the websites <http://eprocure.gov.in/eprocure/app>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum/addendum regarding this tender will be available on the above said website only.

Demand Draft for an amount of **Rs.1,60,000/- (Rupees One Lakh and Sixty Thousand Only)** from Nationalized/Scheduled Bank drawn in favour of “**Registrar Jamia Millia Islamia payable at New Delhi**”, has to be submitted before opening of bids in the Office of the Registrar, Establishment Section, JMI, (Scanned copy of DD to be uploaded online) towards EMD, failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft/ Pay Order.

The duly filled in tender documents shall not be accepted if they are not accompanied by the scanned copy of the demand draft/Pay order towards the Tender fee and the requisite bid security (EMD).

The DD towards the cost of tender document and that towards the Earnest Money Deposit should bear the date after the date of Notice Inviting Tender (NIT).

Sd/-
Registrar
Jamia Millia Islamia, Jamia Nagar, New Delhi-110025
Ph.: 011-26981717 (Extn.: 1166/1163)
Email: mhaider2@jmi.ac.in

SECTION-1B: INSTRUCTIONS FOR ONLINE BID UPLOADING

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for eProcurement are at <https://eprocure.gov.in/eprocure/app>

The bidders must carefully follow the instructions:

- i) Possession of valid Digital Signature Certificate (DSC) and enrolment/ registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- ii) Bidder should do the enrolment in the e-Procurement site using the “*Click here to Enrol*” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- iii) Bidder need to login to the site through their user ID/ password chosen during enrolment/ registration.
- iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- v) The DSC that is registered with the portal only should be used by the bidder and should ensure safety of the same.
- vi) Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- vii) After downloading /getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published, if any, before submitting the bids online.
- ix) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- xi) From my tender folder, he selects the tender to view all the details indicated.

- xii) It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. Bidder should go through the tender Annexure and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded, through online for the tenders, should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidder's Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- xiv) Bidder should take into account the corrigendum / Addendum published from time to time before submitting the online bids.
- xv) The Bidders can update, well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xviii) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- xix) The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- xxi) The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.

- xxii) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- xxiii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- xxiv) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- xxv) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E-tender system. The bidders should follow this time during bid submission.
- xxvi) All the data entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- xxvii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xxviii) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- xxix) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- xxx) Filling all the fields in both technical and financial bids is mandatory. Incomplete bid will summarily be rejected at the discretion of the Department.
- xxxi) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over **Telephone No.:011-26981717 (Extn.-1166/1163)** or send an **email : mhaider2@jmi.ac.in**

SECTION-II

BID FORM

Tender No.F.01/ESTT/RO/JMI/2019

Dated: ____/____/____

To,

REGISTRAR

Jamia Millia Islamia, Jamia Nagar

New delhi-110025

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the work of providing **Housekeeping Services** in the office of JMI at **Faculty of Dentistry, Dr. Zakir Hussain Library (New Building),University Polytechnic, Centre for Physiotherapy & Rehabilitation Scs, Dr. Ramanujan Block (CIRBSc) and Dr. M. A. Ansari Health Centre** in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.
2. We undertake if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum **Rs. _____/-(Rupees _____ Only)** for the due performance of the contract.
4. We agree to abide by this Bid for a period of 365 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. We have enclosed herewith a DD for a sum of **Rs. _____/-(Rupees _____ Only)** towards EMD(Bid security).

EMD particulars: Demand Draft/Pay Order No._____, dated _____
(Bid Security)

Name of the Bank:

Branch:

Dated thisday of.....(the year)

Signature of Authorized Signatory.....
In capacity of.....
Duly authorized to sign the bid for and on behalf of.....

Witness.....

Signature.....

Address.....

Photograph of the tenderer / authorized signatory holding power of attorney

SECTION-III

Bidders Profile & Declarations

1	Name of Tendering Company/ Firm / Agency (Attach certificate of registration) Type of Firm i.e. Proprietorship /Partnership or company registered under company Act 1956	
2	Type of firm i.e. Proprietorship / partnership or company registered under company act 1956 (Attach Self Attested copy)	
3	Name of proprietor / Director of Company/Firm/agency	
4	Full Address of Reg. Office with Telephone No., FAX No. & E-Mail	
5	Full address of Operating/Branch Office with Telephone No., FAX No. & E-Mail	
6	PAN / GIR/TAN No (Attach Self Attested copy)	
7	GST / Service Tax Registration No. (Attach Self Attested copy)	
8	E.P.F. Registration No. (Attach Self Attested copy)	

10. Self-Attested copy of experience certificate / certificates issued by the competent authority for the satisfactory work carried out in outsourcing Office up keeping & Housekeeping or job of similar nature to Central/State Government/ Public Sector/ Banks for one year or more during the last three years.

The summary of that can be tabulated in the given format in chronological order.

S.No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. lakhs)	Experience certificate for the period	
			From	To
1				
2				

(If the space provided is insufficient, a separate sheet may be attached)

11. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:

DECLARATION

(PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN JAMIA MILLIA ISLAMIA)

I, S/o, D/o, W/o

R/o.....

.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Jamia Millia Islamia, as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal

DECLARATION

(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)

"I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website" <http://www.jmi.ac.in> & <http://www.eprucure.gov.in> and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs.....towards the cost of tender document along with the EMD.

Place: Signature of tenderer/Authorized Signatory

Date: Name of the Tenderer:
Seal of Tenderer:

DECLARATION

(FOR EPF & Misc. Provisions Act, 1952)

I(name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize DOT to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF,ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Place: Signature of tenderer/Authorized Signatory

Date: Name of the Tenderer:
Seal of Tenderer:

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING
FROM TAKING PART IN GOVT.TENDER BY GOVT. DEPT

I / We Proprietor/ Partner(s)/ Director(s) of M/s -----
-----, hereby declare that the
firm/company namely M/s -----, has
not been blacklisted or debarred in the past by any Government organization from taking
part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s -----
-----, hereby declare that the
firm/company namely M/s -----, was
blacklisted or debarred by any Government Department from taking part in Government
tenders for a period of -----years w.e.f.----- . The period is over on -----
and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will
be rejected/cancelled by Jamia Millia Islamia and EMD/SD shall be forfeited.

In addition to the above, Jamia Millia Islamia will not be responsible to pay the bills for any
completed / partially completed work.

Signature -----

Name -----

Capacity in which as signed: -----

Name & address of the firm: -----

**Seal of the firm should be
Affixed.**

Date:

Signature of Bidder with seal.

DECLARATION

LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE

To,

The Registrar
Jamia Millia Islamia
New Delhi-110025

Sub: Authorization for attending the office on _____ (date) in the Tender of _____.

Following person is authorized to attend the office for the tender mentioned above on behalf of _____ (Bidder).

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorization as prescribed above is not received.)

SECTION-IV: INSTRUCTIONS TO BIDDERS

1. GENERAL:

- 1.1 The Tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his financial bid. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document. The tenderers who are confident of executing the contract in time by employing the required resources, manpower and materials need only participate in this tender.
- 1.2 In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at New Delhi only.
- 1.3 The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
- 1.4 Conditional bid shall not be considered and will be rejected outright.
- 1.5 If any firm quotes "Nil" charges / consideration, the bid shall be treated as unresponsive and will not be considered. Service charges should be adequate to meet statutory deductions towards TDS and such other levies laid by Government. In case of the quoted service charge is less than such statutory deductions, then the bid will be summarily rejected.
- 1.6 It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.
- 1.7 Any tenderer participating in this tender should make sure that he/she will be able to carry out the work in the contract.
- 1.8 It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should take all factors into consideration.
- 1.9 The tenderer acknowledges that he/she assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
- 1.10 The tenderers who are confident of executing the contract in time by employing the required resources, manpower and materials should only participate in this tender offer.

- 1.11 The tender schedule shall be read in conjunction with Specifications, General Instructions, Special Terms and Conditions, Conditions of Contract and Additional Conditions. The tenderer shall be deemed to have carefully examined all these documents. *It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.*
- 1.12 **The quantities indicated in tender may increase or decrease in each category depending on the future office requirement.**
- 1.13 The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses. In case of the partnership firm, Self-Attested true copy of the **partnership deed must be submitted** along with the tender. Similarly in case of company the Self Attested copy of **Memorandum of Association and Article of Association.**
- 1.14 Interest shall NOT be payable on the Earnest Money deposit.
- 1.15 The Earnest Money of the successful tenderer will be adjusted towards security deposit and of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.
- 1.16 Corrections, if any, in the technical bid of application must be counter signed by the person authorized to sign the tender bids.

2. DEFINITIONS:

- 2.1 The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between Jamia Millia Islamia and the CONTRACTOR together with the documents referred to therein including TENDER NOTICE, GENERAL INSTRUCTIONS, GENERAL CONDITIONS, CONDITIONS OF CONTRACT, ADDITIONAL CONDITIONS, TENDER SCHEDULE, instructions issued from time to time by the Competent JMI Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
- 2.2 In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them :
- The expression “WORKS” or “WORK” shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- “**Change**” shall mean a substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents.

“Extra work” shall mean any work or compliance with any requirements, other than a change which is not, expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

The **“SITE”** shall mean the location wherein the work is to be executed under the contract.

The **“JMI”** means the ‘Jamia Millia Islamia’, and its successors.

The **“COMPETENT JMI AUTHORITY”** means the Registrar, Jamia Millia Islamia.

3. ELIGIBLE BIDDERS:

- a. Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and attested copy of **registration** may be attached.
- b. Bidder must have **Service tax registration certificate** issued by competent authority.
- c. Bidder must have **EPF and ESI* registration** with competent authority.
- d. Bidder must have **PAN/TAN/GIR card**.
- e. Bidder should have at least one year experience and work executed amounting to at least **Rupees Fifty Lakhs** above per annum during last three years in Central Govt./State Govt./PSU/Nationalized BANKS in similar work of Housekeeping services.
- f. Bidder should have previous year income tax return certificate.
- g. “No near relative” of the bidder firm/company be working/employed in Jamia Millia Islamia.

4. COST OF BIDDING:

Bidders shall bear all costs associated with the preparation and submission of the bid. The JMI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. THE BID DOCUMENTS:

The Bid Documents include:

- Notice Inviting Tender
- Bid Form
- Tenderers Profile & certificates
- Instructions to Bidder
- General Conditions of Contract
- Specifications & Schedule of Works Agreement Format
- Performance Security Bond Form
- Check list for Bidders
- Financial Bid Form

Bidders are expected to examine all instructions, forms, terms and conditions in the Bid documents. Failure to furnish all information required as per the Bid documents or submission of bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.

6. CLARIFICATION OF BID DOCUMENTS:

- a. Bidders requiring any clarification on the Bid Documents shall notify REGISTRAR, by email: mhaider2@jmi.ac.in or in writing or by FAX at the Officers mailing address indicated in the invitation of Bid. The REGISTRAR, JMI shall respond by email/in writing to any request for the clarification of the Bid Documents which he receives not later than 2 days prior to the date of opening the Tenders. Copies of the clarification sought for by the bidders and Clarifications by the JMI shall be sent to all the prospective bidders who have received the bid documents.
- b. The clarifications made as above shall form part of the Bid document and will be treated as amendment to the Bid document. These clarifications will also be made available in the website and bidders who have down loaded Bid document from internet are to submit the bid document accordingly after taking into account all the clarifications issued.

7. AMENDMENT OF BID DOCUMENTS:

- a. At any time prior to the date of **opening of bids**, JMI may, for any reason, whether on its own initiative or in response to any clarification received from a bidder, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on them.
- b. In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the JMI may, at its discretion, shall extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web site as and when it is made.
- c. Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.

8. DOCUMENTS COMPRISING THE BID:

The Bid prepared by the bidder shall comprise the following components:-

- a. Documentary evidences in accordance with Clause 3 and 11 that the bidder is eligible and is qualified to perform the contract if his bid is accepted.
- b. Bid Security furnished in accordance with Clause 12.
- c. Bid Form, Tenderers Profile with Certificates and Financial Bid completed in accordance with Section II, III, XI.

9. BID FORM:

The Bidder shall complete the Bid form (Section II), Tenderers Profile with Certificates (Section III) and prices as per Financial Bid Form (Part – II, Section XI), furnished in the Bid documents.

10. BID PRICES:

Separate rates are to be quoted based on the Schedule of work for each type of manpower – Skilled Semi-Skilled and Unskilled.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

The following documents must be submitted along with tender document, any tenderer submitting bid without documents specified below, is liable to be summarily rejected.

- i. Tenderer's profile duly filled as per **section III**.
- ii. Bidder must be a firm/ company that should be registered with appropriate authorities and Self Attested copy of **registration** may be attached.
- iii. The registered office or one of the Branch office of the manpower company/firm should be located in New Delhi or NCR.
- iv. Bidder must have **Service tax registration number** issued by competent authority. Bidder must have **PAN/TAN/GST**.
- v. Bidder should have **EPF,ESI registration** with competent authority.
- vi. Self-Attested Copy of **experience certificate** of at least **one year** (in part or full) Experience and work executed amounting to at least Rupees Fifty Lakhs above per annum during last three years in central Govt. /State Govt./PSU/ Nationalized Banks in similar work of Housekeeping as described in Section V.
- vii. Bidder should have previous year **income tax return certificate**.
- viii. Declaration of "No near relative" of the bidder firm/company is working/employed in JMI, New Delhi to be submitted.
- ix. Declaration of "BLACKLISTING" of bidder firm/company to be submitted.
- x. Self Attested copy of **Partnership Deed or** affidavit in original regarding sole proprietorship in case of proprietorship firm/ **Memorandum of Association / Articles** as applicable.
- xi. All the tender document pages should be stamped and signed.
- xii. Authorization letter from appropriate authority of the firm/company in case person other than the tenderer has signed the tender documents.
- xiii. The successful bidder has to produce all the relevant original documents as and when directed before the time of awarding the work.
- xiv. The successful bidder has to obtain and submit the labour office registration certificate within the period specified by this office.

12. BID SECURITY / EARNEST MONEY DEPOSIT (EMD):

- a. **Earnest Money Rs.1,60,000/-(Rupees One Lakh and Sixty Thousand Only)** shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the REGISTRAR Jamia Millia Islamia, payable at New Delhi as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
- b. Interest shall NOT be payable on the Bid Security / Earnest Money deposit.

- c. The successful bidder's Bid Security/ EMD shall be converted as part of Performance Security (Security Deposit) (or) in case **Performance Bank Guarantee** is furnished for the full amount towards Performance Security **Rs.1,60,000/-(Rupees One Lakh and Sixty Thousand Only)**, the Bid Security will be discharged upon the bidder's acceptance of the contract. Bid Security / Earnest Money of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.
- d. The Bid Security is required to protect the JMI against the risk of bidder's conduct, which would warrant forfeiture of Bid Security pursuant to **Clause 12(f)**.
- e. A Bid (Tender) not accompanied by the Bid Security shall be rejected by the JMI as being non responsive at the bid opening stage itself.
- f. Bid Security (EMD) will be forfeited and the bidder will be black listed or debarred at the discretion of REGISTRAR JMI, NEW DELHI:
 - (i) If the bidder withdraws his bid after the bids have been opened.
 - (ii) If the bidder fails to execute the Agreement or fails to remit the required security deposit (Performance Bank Guarantee) within fifteen working days of being called upon to do so.
 - (iii) Further, if the contractor fails to deploy manpower against the initial requirement within fifteen days from the date of placing work order, the EMD as well as the PSD shall stand forfeited without further notice.

13. PERIOD OF VALIDITY OF BID:

The tender submitted by tenderer will remain valid for acceptance for a period of 180 (One eighty) days from the date of opening of the tender. Tenderer shall not be entitled during this period of one eighty days, without the consent in writing of JMI to revoke or cancel his tender or to vary the tender submitted or in terms thereof. The JMI shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by the JMI in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the JMI in writing.

14. SUBMISSION OF BIDS:

The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per the guidelines mentioned in the portal.

Method of preparation of bid:

- a) FINANCIAL BID: Rate of contractor service charges for outsourcing of "Housekeeping Services" in JMI New Delhi, should be quoted clearly in the financial bid (Part-II, Section XI). The contractor shall be responsible for providing all statutory benefit to the manpower employed by him like EPF, ESI etc, as applicable.
- b) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. Uploading of missing document/correcting the mistake in the document, etc. and changing the quotation in the financial bid is normally allowed only before opening of bid.

- c) Tender with any unfilled values or incomplete in any manner will be summarily rejected.
- d) A declaration in the proforma given in Section III, has to be submitted along with the Bid document.
- e) No person is permitted to bid for tender whose relative(s) is (are) working in JMI New Delhi. The tenderer thus should give certificate along with tender document that none of his/her relative is working in JMI, in New Delhi. Near relative for this purpose is defined in **Section III**.

15. LATE BIDS:

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

16. MODIFICATION AND WITHDRAWAL OF BIDS:

The Bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is done prior to the deadline prescribed for submission of bid.

17. BID OPENING:

Bid opening and finalization will be according to e-procurement procedures.

Bidder's name, bid price, modifications, withdrawals and such other detail, as deemed fit by the authorized authority will be notified.

The financial bid will be evaluated only for technically qualified bidders.

18. BID EVALUATION:

Prior to the detailed evaluation of Technical and Financial bids JMI will determine the substantial responsiveness of each bid to the Bid document. Substantially responsive bid is one which confirms to all the terms and conditions of bid document without material deviation. The JMI's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as substantially non-responsive will be rejected by JMI and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity. However the JMI may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any bidder.

The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently after due notice.

The Tender will be awarded to the L1 bidder after due evaluation by the evaluation committee.

19. REJECTION OF TENDERS:

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- a) If the requisite Earnest Money Deposit / Bid Security in the manner does not support the tender provided there in.
- b) If the tender is not duly signed, or not found proper or complete to the satisfaction of JMI in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- c) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- d) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- e) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- f) If prices are not filled properly in the Financial Bid.

20. CONTACTING THE JMI:

Subject to Clause 6, no bidder shall try to influence JMI authorities on any matter relating to his bid from the time of bid opening till the time of award of contract. Any effort by any bidder to modify his bid or influence the bid process shall result in rejection of his bid without any notice. The decision of JMI will be final in this regard.

21. PLACEMENT OF ORDER:

JMI shall consider placement of work orders on those bidder whose technical and financial bid has been successfully considered and decided as L1.

22. JMI'S RIGHT TO ACCEPT OR REJECT ANY BID:

Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of JMI shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.

JMI reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever.

REGISTRAR JMI NEW DELHI does not bind himself to accept the lowest tender and reserve the right (i) To reject any or all tenders (ii) To accept any portion of the tender

offered without assigning any reason and he can also reduce or extend the period of contract without assigning any reason.

23. LETTER OF INTENT (LOI):

The JMI will issue an LOI which constitute the intention of the JMI to enter into contract with the bidder.

The bidder shall within 7 days of issue of the LOI, give his acceptance along with Performance Bank Guarantee in conformity with Clause 50 of Section V and also submit the Agreement form as per Section VIII duly completed in all aspects.

24. SIGNING OF CONTRACT AGREEMENT:

The successful Tenderer shall be required to execute an Agreement **within 7 (Seven) working days** of being called upon on a non-judicial **stamp paper of Rs.100/-(One hundred only)** at his own cost and in the format at Section VIII to the effect that the tenderer and JMI are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

Submission of the Tender document duly signed on all pages shall bind the bidder to all the terms and conditions of this Tender document and as well as the Agreement to be signed by him. A copy of the complete set of this Tender document shall also become enclosure to the agreement as an annexure.

The JMI reserves the right to cancel the agreement executed without any compensation what so ever to the contractor any time before the award of the work. The action of JMI under this Clause shall not construe the breach of contract.

After the selection of a bidder by the competent authority, the successful bidder will be formally notified of the award by order prior to expiration of validity period. The letter called "Award of Contract" (AOC) will state the contract price that the TIA will have to pay to the bidder towards the execution/completion of the tender, subject to furnishing a performance security within the stipulated date.

25. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 23, 24 shall constitute sufficient ground for the annulment of the contract and the forfeiture of the Bid Security in which event the JMI may award the contract to any other bidder at its discretion or call for new Tender.

26. DURATION OF CONTRACT:

One Year from the date of award of contract. However, the same can be extended for another period, but not more than **3(1+1+1) years** on the sole discretion of the Competent Authority of JMI, subject to satisfactory performance, on the same terms & conditions based on the requirements of this office.

SECTION-V: GENERAL TERMS & CONDITIONS OF CONTRACT

1. INTERPRETATION OF THE CONTRACT DOCUMENT:

The Competent Telecom Authority and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

2. VALIDITY PERIOD OF RATE:

The rates quoted should be firm and valid from the date of submission of bid up to the validity of contract agreement and during extension if any, after finalization of tender for all work order without any change.

3. TAXES AND DUTIES:

Contractor shall pay all taxes payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the JMI from and against the same or any default by the Contractor in the payment thereof.

4. PRICE ESCALATION:

The JMI shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase.

However, during the period of contract, as and when the minimum wages for Central Government / GNCT of Delhi are revised by the labour commissioner, then the rates payable for each category of manpower shall be revised to the new minimum wages.

5. NOTIFICATION BY CONTRACTOR:

The Contractor shall give in writing to the proper person or authority with a copy to the JMI Authority such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper coordination of activities and the Contractor shall keep proper persons or authorities involved regularly advised of the progress of operations

throughout the performance of the work together with such other information and/or supporting figures and data from time to time as directed or required.

6. QUALITY OF WORK:

The REGISTRAR JMI New Delhi shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the JMI Authority and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The JMI Authority has the right to prohibit the use of men/women and any tools, materials or equipment which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

7. GUARANTEE:

In addition to any and all other guarantee and warranty mentioned in the contract documents the Contractor guarantees that the entire work will be done in a satisfactory manner.

8. INDEMNITIES:

The Contractor shall at all times hold the JMI harmless and indemnify from against all actions, suits, proceedings, works, costs, damages, charges, claims and demands of every nature and description brought or procured against the JMI, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the JMI may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any manpower(s), including outsource persons of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the JMI or pay to the JMI forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the JMI arising out of or incidental to or in connection with the operation covered by the contract. The Contractor shall at his own cost at the JMI's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the JMI.

9. Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, JMI Authority shall be entitled to recover such sum

by appropriating in part or whole, the security deposit of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with JMI. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Competent Authority on demand the balance remaining due/s (if any).

10. INSOLVENCY OR DEATH OF CONTRACTOR:

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified the REGISTRAR JMI New Delhi shall have the power to terminate the contract without previous notice.

11. Contractor's heirs/representatives shall, without the consent in writing of the REGISTRAR JMI New Delhi, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the REGISTRAR JMI New Delhi.

12. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the REGISTRAR JMI New Delhi shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

13. SUB-CONTRACTS:

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

14. REGISTRAR JMI New Delhi reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to the JMI in terms here of and for the due fulfilment of the contracted works.

15. The Contractor shall indemnify, and save harmless the JMI from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client)

and charges and expenses that the JMI may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.

16. If contractor without written approval of JMI Authority, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the REGISTRAR JMI New Delhi shall have power to adopt any of the courses specified in clause- (46); clause- (47) as he may deem fit in the interest of JMI and in the event of any of these courses being adopted the consequences specified in the said clause- (46); clause- (47) shall ensue.

17. INFERIOR QUALITY OF WORK:

For inferior quality or incorrect execution of work, the in-charge of work will be empowered to deduct from bills **5% amount of Works Order** in addition to excess payment made to rectify/reconstruct or replace any defective work. No payment will be made for such execution.

18. The manpower deployed shall be required to report for work on time as per **Schedule-‘A’ to ‘F’**. In case, manpower deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
19. If the quality of the work is continuously poor and or contractor fails to abide to any of the term and conditions of the contract, the contract is likely to be terminated and blacklisted or debarred.
20. The accountability and responsibility for maintaining & secrecy of the data will be with the contractor.
21. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
22. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.
23. The REGISTRAR JMI New Delhi will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful tenderer withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, the REGISTRAR JMI New Delhi reserve the right's to forfeit Earnest Money /Security Deposit.
24. Rate for outsourcing of “Housekeeping Services” should be quoted clearly in the financial bid (Part-II, Section XI).
25. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable.

26. The manpower engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on the JMI. The contractor will intimate to the local police station regarding identity and permanent address of the man power employed. A copy of the acknowledgement received from local police station should be submitted to this office.
27. Services shall be as per **Schedule-‘A’ to Schedule-‘F’** in the Tender from **Monday to Saturday with Scheduled Duty hours.** The contractor may be called upon for the **services on Sunday and/or Holidays** also, if required.
28. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and **utmost secrecy and confidentiality must be maintained.**
29. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.
30. For all intents and purposes, the contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower Operator so employed and deployed at this office. **The manpower deployed by the contractor at this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against REGISTRAR JMI New Delhi.**
31. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to man power deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims/compensation or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
32. **COMPLIANCE WITH LAWS AND REGULATION:**
- 32.1. During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules., regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or JMI, municipal boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By- laws, Rules, Regulations, orders and /or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.

32.2. The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of this office.

33. FORCE MAJEURE:

33.1.If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the JMI as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

33.2.Provided also that if the contract is terminated under this clause, the JMI shall be at liberty to take over from the contractor at a price to be fixed by the JMI which shall be final, all un-used, undamaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the JMI elect to retain.

34. BREACH OF CONTRACT:

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

35. The REGISTRAR JMI New Delhi may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:-

- If the Contractor having been given by the JMI Authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper workmen like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the JMI Authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- If the contractor commits breach of any of the terms and conditions of this contract.
- If contractor commits any act mentioned in **Clause- (39)**.
- If contractor commits any fraud with the JMI, or any fraudulent motive is detected in his action.
- If contractor demands undue charges not stipulated in this contract.

36. When the Contractor has made himself liable for action under clause-(47), the REGISTRAR JMI New Delhi on behalf of the JMI shall have powers:

To determine or rescind the contract as aforesaid (of which termination or rescission, notice in writing to the Contractor under the hand of the REGISTRAR JMI New Delhi shall be conclusive evidence) upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of JMI.

- To employ labour paid by the JMI and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the REGISTRAR JMI New Delhi shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it has been carried out by the Contractor under the terms of the Contract. The certificate of the JMI Authority as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under the sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the JMI are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- After giving notice to the Contractor to measure up the work of the Contract and to take such part thereof as shall be unexecuted out of his hands and to

give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the JMI Authority shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by JMI under this contract or on any other account whatsoever or from his security deposit as the case may be.

In the event of any one or more of the courses of clause- (46) and/or clause (47) being adopted by REGISTRAR JMI New Delhi the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the JMI Authority has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

37. In any case in which any of the powers conferred upon the REGISTRAR JMI New Delhi by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise here of shall not constitute a waiver of any of the conditions here of and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

38. **CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF:**

38.1. The JMI Authority may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.

38.2. The JMI Authority may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.

38.3. If at any time after the commencement of the work the JMI Authority shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the JMI Authority shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

39. PAYMENTS:

39.1. **The complete bill:** While submitting the bills to the Account Office, JMI, the Contractor shall ensure that:-

- (i) The bills should be pre-receipted and be submitted by 28th of the respective month;
- (ii) Attested attendance sheet of all the outsource persons deployed in this office;
- (iii) Detailed Bill for payment of wages of the outsource persons deployed at this office;
- (iv) Documentary proof of payment of all statutory contributions like EPF, ESI etc. as applicable for the last month's challan as proof of payment deposited with the concerned departments/authorities by the Contractor;

Bill received without any of the above enclosures/formalities, shall be treated as incomplete and will not be entertained for payment. The same may be withheld till such proof is submitted/furnished by the Contractor.

40. SECURITY DEPOSIT:

- 40.1. **Earnest Money** deposited at the time of submission of the tender, will be converted into Security Deposit on the acceptance of the tender.
- 40.2. The successful tenderer will have to deposit a **Performance Security Deposit of Rs.1,60,000/-(Rupees One Lakh and Sixty Thousand Only)** at the time of signing of agreement within 15 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of REGISTRAR Jamia Millia Islamia, payable at New Delhi, JMI or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of the Company / Firm / Agency but hypothecated to the REGISTRAR Jamia Millia Islamia , payable at New Delhi. The performance security should remain valid for REGISTRAR Jamia Millia Islamia , payable at New Delhi, for a period of 180 days beyond the date of completion of all the contractual obligations of the supplier.
- 40.3. Security Deposit shall **not bear any interest for any period whatsoever**, and therefore, Interest shall not be payable by the JMI on the Security Deposit or on amounts payable to the Contractor under the contract.
- 40.4. **Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution.** If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the JMI to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor.
- 40.5. The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
- 40.6. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit/PBG or

from any sum which may be due or may become due to the contractor by the JMI on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the bills of the contractor.

- 40.7. If the contractor duly performs and completes the contracts in all respects, the JMI shall refund the Security Deposit/PBG to the Contractor after deducting all costs and other expenses that the JMI may have incurred for making good any loss due to any action attributable to the contractor which the JMI is entitled to recover from the contractor.
- 40.8. Security Deposit/PBG will be refundable only after full payment of outsource person wages including EPF, ESI etc., and full settlement of final bill for the works contracted/executed under the contract.
- 40.9. Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for One years after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the JMI.

SECTION-VI: JOB SPECIFICATIONS & JOB DESCRIPTION

JOB SPECIFICATION:-The manpower to be engaged should be between 18-45 yrs and sound in health.

A. Outsourcing of Housekeeping services:

1. The unskilled manpower should be able to read & write Hindi and also be able to read addresses & names in English. The qualification of the unskilled manpower should be minimum VIIIth Pass.

JOB DESCRIPTION:-

DEPLOYMENT OF HOUSEKEEPING STAFF AS PER REQUIREMENT **(SCHEDULE-‘A’ TO SCHEDULE-‘F’)**

Schedule-A

The job to be undertaken for cleaning and housekeeping of Faculty of Dentistry shall include all floors (open & covered) of the building including basement and roofs etc.

S. No.	Type of work	Frequency of work
1.	Cleaning, sweeping, mopping of the Departments, clinics, offices, laboratories, Lecture theatres, corridors, waiting areas, library etc.	Daily and as and when required.
2.	Sweeping of surrounding area and road	Daily
3.	Mopping with disinfectant lotion. Cleaning, dusting of furniture/movement of furniture.	Daily in the morning and as & when required.
4.	Washing of clinics and labs. with soap solution	Once in a week
5.	Wet mopping, dusting of washable walls, windows, wall hung lights, ventilators, glass panes, exhaust fans, ceiling fans etc.	Daily.
6.	Cleaning of bath rooms/ toilets, scrubbing of walls, washing of washbasins with vim and acid washing with lotion.	Daily - Twice in a day
7.	Removing of cobwebs from the wards/toilets	Daily.
8.	Washing of walls, floors of operation rooms	Daily.

9.	Carbonization of operation theatre	Daily.
10.	Mopping of operation room	After each case as directed by OT Incharge.
11.	Vacuum & polishing of IT equipments/office gadgets	Twice a week & as & when required
12.	Minor plumbing	As per requirement
13.	Sweeping of stair case/stair case railing, cleaning, dusting and wet mopping of railing window sills and projected beams.	Daily
14.	Wet mopping of stair case railing with hands.	Daily
15.	Cleaning and mopping of Canteen Area.	Daily
16.	Washing of soiled linen of the clinics, labs and minor OT before sending to Laundry, assisting in disinfection of soiled lines, mattresses etc.	Daily
17.	Cleaning of dept of anatomy including dissection Hall, Maintenance and preparation room etc.	Daily
18.	Collecting urine, stool samples and taking upto the Laboratory.	As & when required.
19.	Emptying of chamber bins, dustbins and collections of garbage from the clinic labs. and other areas be kept clean and free of animals	Once in each shift
20.	Disposal of amputated limbs immediately in the Incinerator.	As & when required
21.	To help in handling of cadaver and taking it in the mortuary and cleaning of dissected remains of cadavers.	As & when required
22.	Fumigation	Twice a day (Before opening of clinics/labs./ offices and after closure of clinics/ labs./ offices)
23.	Cleaning/sweeping of surrounding area of Dentistry Building.	Daily
24.	Any other misc. services for keeping the Faculty/Dentistry Building neat & clean.	As & when required
25	For further description of housekeeping services/works	As per Tender Document

Duty Time: **7:30 A.M. to 4:30 P.M.**

For Cleaning & House-keeping

Schedule-B

The job to be undertaken for cleaning and housekeeping of Dr. Zakir Husain Library (New Building) including all Floors of the Building, its basement, roofs & around the building:

S. No	Type of work	Frequency of work
1.	General cleaning in and around the Library Building	Daily Basis
2.	Mopping of Floor with the disinfectants	Twice a Day and as and when required
3.	Sweeping of approach roads	Daily Basis
4.	Disposal of Litre	Twice a Day and as and when required
5.	Cleaning and Disinfecting of toilets/washrooms in and around the Library Building	Four Times a Day and as and when required
6.	Dusting of stacks and books including shelving	Daily Basis
7.	Dusting / vacuuming / cleaning of furniture and movement/shifting of furniture and other items etc.	Daily or as and when needed
8.	Cleaning of electrical fixtures	Once in fortnight
9.	Washing of window panes and internal and external glass cleaning	Once in a month and as and when required
10.	Vacuum and polishing of IT equipments / office gadgets	Twice a Week and as and when required
11.	Scrubbing/polishing of floors with machine	Twice a week and as and when required
12.	Supply of Janitorial viz. Tissues, Fresheners, cream-soap etc.	Daily and as and when required
13.	Minor plumbing	As per requirement
14.	Any other services / other miscellaneous items for keeping the Library Building neat and clean	As and when required
15.	For further description of housekeeping services/works	As per Tender Document

Duty time for Cleaning & House-keeping: **7:30 A.M. to 5:30 P.M.**

Schedule-C

The job to be undertaken for cleaning and housekeeping of **University Polytechnic** including all Floors of the Building, its basement, roofs & around the building:

S. No	Type of work	Frequency of work
1.	General cleaning in and around the University Polytechnic Building	Daily and as and when required
2.	Mopping of Floor with the disinfectants	Daily and as and when required
3.	Sweeping of approach roads	Daily and as and when required
4.	Disposal of Litre	Twice a Day and as and when required
5.	Cleaning and Disinfecting of toilets/washrooms in and around the Building	Twice a Day and as and when required
6.	Dusting of stacks and books including shelving	Daily and as and when required
7.	Dusting / vacuuming / cleaning of furniture and movement/shifting of furniture and other items etc.	Daily or as and when needed
8.	Cleaning of electrical fixtures and laboratories equipments etc.	Daily and as and when required
9.	Washing of window panes and internal and external glass cleaning	Once in a month and as and when required
10.	Vacuum and polishing of IT equipments / office gadgets / labs / library	Twice a Week and as and when required
11.	Scrubbing/polishing of floors with machine	Twice a week and as and when required
12.	Supply of Janitorial viz. Tissues, Fresheners, cream-soap etc.	Daily and as and when required
13.	Minor plumbing	As per requirement
14.	Any other services / other miscellaneous items for keeping the Library Building neat and clean	As and when required
15.	For further description of housekeeping services/works	As per Tender Document

Duty time for Cleaning & House-keeping.: **7:30 A.M. to 5:30 P.M.**

Schedule-D

The job to be undertaken for cleaning and housekeeping of **Centre for Physiotherapy & Rehabilitation Sciences** including all Floors of the Building, its basement, roofs & around the building:

S. No	Type of work	Frequency of work
1.	General cleaning in and around the Centre for Physiotherapy & Rehabilitation Sciences Building including clinic, laboratory, library, waiting areas, corridors, etc.	Daily Basis
2.	Mopping of Floor with the disinfectants	Twice a Day and as and when required
3.	Sweeping of approach roads	Daily Basis
4.	Disposal of Litre	Twice a Day and as and when required
5.	Cleaning and Disinfecting of toilets/washrooms in the Centre for Physiotherapy & Rehabilitation Sciences Building	Four Times a Day and as and when required
6.	Dusting / vacuuming / cleaning of furniture and movement/shifting of furniture/clinical equipments and other equipments etc.	Daily or as and when needed
7.	Cleaning of electrical fixtures	Once in fortnight
8.	Washing of window panes and internal and external glass cleaning	Once in a month and as and when required
9.	Vacuum and polishing of IT equipments / office gadgets	Twice a Week and as and when required
10.	Scrubbing/polishing of floors with machine	Twice a week and as and when required
11.	Supply of Janitorial viz. Tissues, Fresheners, cream-soap etc.	Daily and as and when required
12.	Minor plumbing	As per requirement
13.	Any other services / other miscellaneous items for keeping the Library Building neat and clean	As and when required
14.	For further description of housekeeping services/works	As per Tender Document

Duty time for Cleaning & House-keeping: **7:30 A.M. to 5:30 P.M.**

Schedule-E

The job to be undertaken for cleaning and housekeeping of Dr. Ramanujan Block (Mujeeb Bagh) including all Floors of the Building, its basement, roofs & around the building:

S. No	Type of work	Frequency of work
1.	General cleaning in and around the Dr. Ramanujan Block including Laboratories/Research Room, corridors, etc.	Daily and as and when required
2.	Mopping of Floors with the disinfectants	Twice a Day and as and when required
3.	Sweeping of approach roads	Daily and as and when required
4.	Disposal of Litre	Twice a Day and as and when required
5.	Cleaning and Disinfecting of toilets/washrooms in the Dr. Ramanujan Block	Four Times a Day and as and when required
6.	Dusting / vacuuming / cleaning of furniture and movement/shifting of furniture/laboratories equipments etc.	Daily or as and when needed
7.	Cleaning of electrical fixtures	Once in fortnight
8.	Washing of window panes and internal and external glass cleaning	Once in a month and as and when required
9.	Vacuum and polishing of IT equipments / office gadgets	Twice a Week and as and when required
10.	Scrubbing/polishing of floors with machine	Twice a week and as and when required
11.	Supply of Janitorial viz. Tissues, Fresheners, cream-soap etc.	Daily and as and when required
12.	Minor plumbing	As per requirement
13.	Any other services / other miscellaneous items for keeping the Dr. Ramanujan Block	As and when required
14.	For further description of housekeeping services/works	As per Tender Document

Duty time for Cleaning & House-keeping_: 7:30 A.M. to 5:30 P.M.

Schedule-F

The job to be undertaken for cleaning and housekeeping of Dr. M. A. Ansari Health Centre including all Floors of the Building, its basement, roofs & around the building:

S. No.	Type of work	Frequency of work
1.	Cleaning, sweeping, mopping of the clinics, offices, laboratories, corridors, waiting areas, stores, etc.	Twice in each shift
2.	Sweeping of surrounding area	In each shift
3.	Mopping with disinfectant lotion. Cleaning, dusting of furniture/movement of furniture.	Daily in the morning and evening and as & when required.
4.	Washing of clinics and labs. with soap solution	Once in a week
5.	Wet mopping, dusting of washable walls, windows, wall hung lights, ventilators, glass panes, exhaust fans, ceiling fans etc.	Daily and as and when required
6.	Cleaning of bath rooms/ toilets, scrubbing of walls, washing of washbasins with vim and acid washing with lotion.	Daily - Twice in each shift. (four times a day)
7.	Removing of cobwebs from the wards/toilets	Daily and as and when required
8.	Washing of walls, floors of operation rooms	Daily and as and when required
9.	Carbonization of operation theatre	Daily and as and when required
10.	Mopping of operation room	After each case as directed by CMO/MOs.
11.	Vacuum & polishing of IT equipments/office gadgets	Twice a week & as & when required
12.	Minor plumbing	As per requirement
13.	Sweeping of stair case/stair case railing, cleaning, dusting and wet mopping of railing window sills and projected beams.	Daily
14.	Wet mopping of stair case railing with hands.	Daily
15.	Washing of soiled linen of the clinics, labs and minor OT before sending to Lanundry, assisting in disinfection of soiled lines, mattresses etc.	Daily
16.	Collecting urine, stool samples and taking upto the Laboratory.	As & when required.
17.	Emptying of chamber bins, dustbins and collections of garbage from the clinic labs. and other areas be kept clean and free of animals	Once in each shift

18.	Fumigation	Twice a day (Before opening of clinics/labs./ offices and after closure of clinics/ labs./ offices)
19	Cleaning/sweeping of surrounding area of Dr. M. A. Ansari Health Centre	Daily and as and when required
20	Any other misc. services for keeping the Faculty/Dentistry Building neat & clean.	As & when required

Duty time for Cleaning & House-keeping_: 7:30 A.M. to 10:00 P.M.

Special points to be observed while working

- No sweeping or washing of clinics/labs during the lunch hours (1:00 p.m. to 2:00 p.m.) and when patients are taking their meals and when same surgical procedures are going on.
- No dry sweeping of operating rooms.
- All the bathrooms and toilets to be kept dry with wet dry mop. Choking of closets, wash basin, urinals to be removed immediately. Ensure toilets seats are kept neat and clean.
- Handing over/taking over of equipments if any in each shift by the House Keeping Staff.
- Reporting of any missing fittings, taps or bulbs immediately to the Security Guard/Care Taker.
- To follow the instructions as given by the Hospital Infection Committee and segregation and disposal of garbage such as infections, non-infectious, dry, wet etc.
- Suitable number of female sweepers to be provided as per requirement or as advised by the Hospital/Library Management.
- For cleaning material, equipments and appliances budgetary provision to be made by University on an annual basis.
- Handing/taking over of equipments if any in each shift by the House Keeping Staff.
- Reporting of any missing fittings, taps or bulbs immediately to the Security Guard/Care Taker/HoD Concern.
- To follow the instructions as given by the Head/concerned staff, and segregation and disposal of garbage such as infectious, non-infectious, dry, wet etc.
- To follow any other assignment given at the time of emergency with regard to House Keeping Services by the management concerned.
- The person who is on shift duty will not leave his duty point without properly handing over the charge to his reliever.
- The staff must report in proper uniform of their Agency and display the Identity Card.
- The place of duty shall normally be at the Faculty of Dentistry/Dr. M. A. Ansari Health Centre but services may be utilized in any office/deptt. for special arrangements if need so arise.
- Evacuation of patients in case of fire or other natural calamities and to assist the relief operations.

- Protection of equipments, fixtures, plants greenery and other movable/immovable property of the hospital/library.
- To prevent misuse of electricity/water/telephones and hospital/library services properly.
- To maintain highest order of integrity, moral and social responsibility especially towards ladies, children and senior citizens.
- Any other work of similar nature assigned by the hospital authorities.

PLEASE NOTE:

Bidders shall visit the sites and discuss the functioning with the HoDs of the concerned Departments, JMI before submission of bids.

LIST OF MATERIAL TO BE USED IN ALL THE BUILDINGS FOR THE HOUSE-KEEPING SERVICES ON MONTHLY BASIS PROVIDED BY THE CONTRACTOR

1. Faculty of Dentistry:-

S. NO.	ITEM	QTY.
1	Colin Bottle	08
2	Dust Control Set	07
3	Duster Yellow	30
4	Duster White	12
5	Dettol Hand Wash	24
6	Floor Duster	07
7	Harpic	18 Bottle (500 ML each)
8	Odonil Cake	10
9	Phenyl White	25 Ltr.
10	Rubbers Squeeze	06
11	Dust Pan	04
12	Surf Power	07 Kg.
13	Soft Broom	07
14	Vim Power	08 Kg.
15	Dettol Hand Wash Small	02
16	Acid	15 Ltr.
17	Butch Pump Rubber	05
18	Napthalene Ball	01 Kg.
19	Road Broom	03
20	Toilet Brush	02
21	Plastic Joona	06
22	Plastic Mug	02
23	Plastic Bucket	02

2. Dr. Zakir Husain Library (New Building):-

S. NO.	ITEM	QTY.
1	Acid	05 Ltr.
2	Broom Hard	03 Pcs.
3	Broom Soft	10 Pcs.
4	Broomstick	06 Pcs.
5	Bucket	04 Pcs.
6	Cob-Web Brush	02 Pcs.
7	Cob-Web Brush Pipe	02 Pcs.
8	Colin	06 Pcs.
9	Dustpan	04 Pcs.
10	Dust Con Mop Co	06 Pcs.
11	Dust Con Mop Rif	06 Pcs.
12	Duster Yellow	12 Pcs.

13	Duster White	12 Pcs.
14	Glass Wiper	02 Pcs.
15	Harpic	12 Pcs.
16	Juna	10 Pcs.
17	Mug	04 Pcs.
18	Nhthalene Balls	03 Kg.
19	Nirma Powder	05 Kg. (5 Pkt.)
20	Odonil	10 Pcs.
21	Phenyl White	05 Ltr.
22	Poncha	12 Pcs.
23	Phenyl Black	05 Ltr.
24	Scrubbing Brush Big	02 Pcs.
25	Scrubbing Brush Small	06 Pcs.
26	Soap (Hand Wash)	05 Ltr.
27	Toilet Brush	03 Pcs.
28	Toilet Pump	02 Pcs.
29	Teepol	02 Ltr.
30	Urinal Cubes	06 Pkt.
31	Vim Powder	05 Kg. (5 Pkt.)
32	Wiper	04 Pcs.
33	Hand Soap Tikki	10 Pcs.
34	Garbage	08 Pkt.
35	Feather Brush	03 Pcs.

3. University Polytechnic (New Building):-

S. NO.	ITEM	QTY.
1	Acid	40 Ltr.
2	Brass	500 ml. (1 Bottle)
3	Broom Hard	06 Nos.
4	Broom Soft	10 Nos.
5	Broomstick	02 Nos.
6	Bucket	10 Nos.
7	Colin	30 Bottle
8	Dustpan	10 Nos.
9	Dust Con Mop Co	10 Nos.
10	Dust Con Mop Rif	05 Nos.
11	Duster Yellow	12 Pcs.
12	Duster White	12 Pcs.
13	Glass Wiper	02 Nos.
14	Harpic (Red)	500 ml. (15 Bottle)
15	Harpic (Blue)	500 ml. (60 Bottle)
16	Juna (Plastic Wire Steel)	10 Nos.
17	Mug	125 Pkt.
18	Nhthalene Balls	8 Kg. (500 gm.)
19	Nirma Powder	50 Nos.

20	Odonil	10 Ltr.
21	Phenyl White	24 Nos.
22	Poncha	05 Ltr.
23	Phenyl	02 Nos.
24	Scrubbing Brush Big	02 Nos.
25	Scrubbing Brush Small	06 Nos.
26	Soap (Hand Wash) Pump	12 Nos.
27	Toilet Brush (24 Toilets)	02 Kits
28	Toilet Pump (24 Toilets)	06 Pkts.
29	Teepol	02 Pkts.
30	Urinal Cubes	06 Nos.
31	Vim Powder	02 Kg.
32	Wiper	06 Nos.
33	Room Freshener	25 Nos.
34	Toilet Soap	25 Nos.

4. Centre for Physiotherapy & Rehabilitation Sciences:-

S. NO.	ITEM	QTY.
1	Acid	10 Ltr.
2	Phenyl Black	10 Ltr.
3	Clenzo	10 Ltr.
4	Soap Cake	03 Pcs.
5	Phool Jharoo	06 Pcs.
6	Narial Jharoo	03 Pcs.
7	Bans Jharoo	03 Pcs.
8	Vim Powder	06 Kg.
9	Napthalene Balls	02 Pkt.
10	Brush Latrine	03 Pcs.
11	Pocha Duster	12 Pcs.
12	Bans	03 Pcs.
13	Joona	06 Pcs.
14	Odonil	12 Pcs.
15	Wiper	03 Pcs.
16	Dust Con Mop Co	03 Pcs.
17	Dori Pocha	03 Pcs.
18	Jaala Control	03 Pcs.

5. Dr. Ramanujan Block (CIRBSc):-

S. NO.	ITEM	QTY.
1	Acid	30 Ltr.
2	Broom Hard (Danda Jharu)	02 Pcs.
3	Broom Soft	06 Pcs.
4	Broom Stick	06 Pcs.
5	Bucket	04 Pcs.
6	Colin	06 Pcs.
7	Dustpan	06 Pcs.

8	Dustre Yellow	36 Pcs.
9	Dustre White	36 Pcs.
10	Glass Piper	06 Pcs.
11	Harpic	36 Pcs.
12	Juna	24 Pcs.
13	Mug	06 Pcs.
14	Nhthalene Balls	03 Pkt.
15	Nirma Powder	20 Kg.
16	Odonil	24 Pcs.
17	Phenyl White	5 Ltr. (12 Cane)
18	Poncha	48 Pcs.
19	Phenyl	5 Ltr. (3 Cane)
20	Soap Bar	48 Pcs.
21	Toilet Brush	06 Pcs.
22	Toilet Pump	04 Pcs.
23	Teepol	05 Ltr.
24	Urinal Cubes	10 Pkt.
25	Vim Powder	10 Kg.
26	Wiper	06 Pcs.
27	Garbeg	60 Pkt.
28	Dustbin Big	01 Pcs.
29	Dustbin Small	04 Pcs.
30	Feather Brush	08 Pcs.
31	Dust Control	10 Pcs.
32	Jala Brush	06 Pcs.
33	Hand Wash	12 Pcs.
34	Hit	06 Pcs.
35	Room Freshener	06 Pcs.
36	Tissue Box	12 Pcs.
37	Tissue Paper	12 Pcs.
38	Tissue Roll	12 Pcs.

6. Dr. M. A. Ansari Health Centre:-

S. NO.	ITEM	QTY.
1	Room Freshener	06 Pcs.
2	Harpic	12 Bottle (500 ml)
3	Red Harpic	2 Bottle (500 ml)
4	Dettol Hand Wash	8 Bottle (900 ml)
5	Dust Control	4 Set
6	Cant Moop	8 Set
7	Garbage Bag Big	20 Pkts.
8	Garbage Bag Small	10 Pkts.
9	Poncha	08 Pcs.
10	Phenyl White	05 Ltrs. (2 Cane)
11	Phenyl Black	05 Ltrs. (1 Cane)
12	Odonil	20 Pcs.(50 gm)
13	Urinal Cube	03 Pkts.

14	Feather Brush	04 Pcs.
15	Toilet Brush	04 Pcs.
16	Broom Soft	04 Pcs.
17	Streak Hard Broom	02 Pcs.
18	Wiper	04 Pcs.
19	Sarf (Fena)	05 Kg.
20	Colin	04 Bottle (500 ml)
21	Scotch Pad	06 Pcs.
22	White Duster	12 Pcs.
23	All Out	20 Pcs.
24	Toilet Hand Gloves	02 Pcs.
25	Dustpan	04 Pcs.

NOTE: Any other Item not mentioned, would be used as per requirement of the above-said sites.

- *All materials like cleaning compounds, chemicals, consumables/spare parts for machinery will be purchased from the Kendriya Bhandar and handed over to the concerned departments by the Contractor himself. The items should be of good quality for all works connected with this contract. All items will be entered in the Stock Register by the concerned department and issued to the housekeeping staff on day-to-day basis.*

SECTION-VII: SCHEDULE OF REQUIREMENTS OF HOUSEKEEPING STAFF

S.No.	Place	Supervisor	Housekeepers
1	Faculty of Dentistry	01	12
2	Dr. Zakir Husain Library	01	07
3	University Polytechnic		07
4	Centre for Physiotherapy & Rehabilitation Sciences	-	02
5	Dr. Ramanujan Block (CIRBSc)	01	08
6	Dr. M. A. Ansari Health Centre	-	07
	Total:	03	43

Supervisor : **(Matriculate but not Graduate)**
Housekeepers : **Unskilled**

SECTION-VIII:

AGREEMENT

This deed of Agreement is executed on ----- day of -----, 2019 at New Delhi.

BETWEEN

JAMIA MILLIA ISLAMIA (a Central University) created by an enactment of Parliament of India) Jamia Nagar, New Delhi -25, acting through its **Registrar**, (hereinafter referred to as "**Party of the First Part**").

AND

M/S, a company, through its Mr./Ms. duly authorized by the, (hereinafter referred to as "**Party of the Second Part**").

The expression "Party of the First Part" and "Party of the Second Part" shall, however, mean and include their successors, heirs, assignees etc.

WHEREAS Jamia Millia Islamia, Party of the First Part, is desirous of hiring services of House-Keeping and Cleaning staff on short-term contract basis and thus requires the services of a duly licensed and authorized agency/firm i.e. the Party of Second Part on purely contractual basis. The essence of the Agreement is a contract for services as laid, consented and agreed herein.

AND WHEREAS the Party of the Second Part who is engaged in the business of providing effective services etc. has accepted the said offer of Jamia Millia Islamia for providing services on short term basis for providing House Keeping staff to the Party of the First Part during the entire of the period of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERE TO AS FOLLOWS:

1. This Agreement shall come into force with effect from the day of, 2019 and shall remain in force for a probationary period of 3(three) months. Depending upon the satisfactory performance of the Party of the Second Part at the absolute discretion of the University. A further extension of 9(nine) months can be granted, at the absolute discretion of JMI. However, it can be terminated at anytime by giving one month's notice in writing in advance by the Party of the First Part and three months notice by the Party of the Second Part. Provided that the **Contract** will automatically cease to exist on the expiry of 1(one) year. However, the same may be renewed or extended on yearly basis by the Party of First Part in its sole discretion with the express prior written approval of the Vice-Chancellor of the

Party of the First Party for a term which he may deem necessary, but not more than **3(1+1+1) years**, subject to the diligent and satisfactory service record of the Party of the Second Part.

2. That the Party of **Second Part** shall ensure the due observance of duty rosters and shall be responsible to provide additional personnel to take the place of those personnel who are not available or disabled for duty at the said premises.
3. That the Party of the Second Part will furnish a Bank Guarantee 10% of the total contract value as Security Deposit to the Party of First Part before taking over the Contract of the housekeeping in 06 terms (as per details mentioned at Page No.13).
4. That the Party of the Second Part shall keep ensuring to provide complete and continuous services by changing the personnel in rotation or replacement subject to the provision that each person performs duty not more than eight hours daily and in accordance with the laws so prevalent for which the liability shall be exclusively confined to the Party of the Second Part.
5. That the Party of the Second Part will ensure that the personnel shall work in accordance with notified Rules and the law. In case, the personnel are required to perform duties on National Holidays (26th January, 15th August and 2nd October) or beyond normal hours, such duties will be compensated exclusively from time to time by the Party of Second Part at rates so notified by law.
6. That the Party of First Part shall assist the Party of the Second Part by periodically monitoring the services as also checking whether they are doing their work as per the prescribed instructions, however such actions or monitoring of the services by them will not relieve the Party of Second Part from any of its obligations under this Agreement.
7. That the personnel whose services are provided by the Party of Second part in terms of this Agreement shall at all times and for all purposes and intents whatsoever be deemed to be the employees of the Party of Second Part and shall perform their duties under its sole control and supervision.
8. That the Party of the Second Part while discharging the services as envisaged in this Agreement shall engage persons of good character, conduct, competency and qualifications so as to perform the work for which they are required. The Party of the First Part shall have the right to ask for the removal/disengagement from the premises any person(s) considered by them to be incompetent, disorderly, cantankerous or for any other reason and such person shall not be drafted/engaged without the consent of the Party of First Part.
9. That the personnel stationed in the premises to provide services shall at all times comply with the directions and instructions which may be given by the Registrar/person nominated by the Registrar of the Party of the First Part.

10. That the Party of Second Part shall employ personnel as indicated by Party of First Part and it shall be the exclusive responsibility of the Party of Second Part for their payment of wages, duties, discipline and overall command and control. They shall, in no way, be treated as employees of the University.
11. That the Party of the Second Part and its members will maintain complete secrecy regarding the entire arrangements and will not divulge any information obtained during the course of operation of this agreement. They shall be liable to surrender all records, documents, drawing, maps, information relating to the Party of the First Part to which member of Party of Second Part may come across or acquire during the continuance of this agreement or otherwise. Party of Second Part will also ensure full secrecy even after the termination of this Agreement.
12. That the Party of the First Part in consideration of providing services, has agreed to pay per month a consolidated consideration amount of as per **Annexure-‘A’** to the Party of Second Part (*the amount may vary from time to time as per rules governed by the Govt. of NCT of Delhi*). The party of the Second Part shall be solely, exclusively and alone responsible for timely payments of wages/remuneration, EPF & ESI contributions of the employer share, relief charges etc. in lieu of weekly off, including GST and all other obligatory dues benefits admissible under any law for the time being in force or which may come in force during currency of the contract, to the house-keeping staff deployed rendering house-keeping services in the campus of the Party of the First Part. The details of the consideration as mutually agreed upon by both the parties are as per **Annexure-‘A’** for the payments. **The JMI (University) is not liable to make any payment of bonus to the outsourced persons as it is the sole liability of the Contractor, as per law.**

(a) The deployments of the Supervisors and Housekeepers are as follows:

S. No.	Place	Supervisor	Housekeepers
1	Faculty of Dentistry	01	12
2	Dr. Zakir Husain Library	01	07
3	University Polytechnic		07
4	Centre for Physiotherapy & Rehabilitation Sc.	-	02
5	Dr. Ramanujan Block (CIRBSc)	01	08
6	Dr. M. A. Ansari Health Centre:	-	07
	Total:	03	43

Note: In view of the revision of requirements/retrenchments of the staff in the University campus, may vary from time to time.

13. That for effecting the said services, if it is necessitated to further strengthen the number of personnel in exigencies of the situations, the enhancement shall be based on mutual decision between the Party of the First Part and the Party of the Second Part. Similarly, in case of any decrease in strength of personnel, Party of First Part will intimate Party of Second Part well in advance.

14. That the monthly consolidated bills relating to aforesaid services shall be submitted by the Party of the Second Part by 28th of each month with copy of Chalan of EPF and ESI contribution of previous month to the Party of the First Part along with the list of personnel deployed by the Party of the Second Part on the campus of the Party of the First Part indicating their names, EPF and ESI numbers and amount of individual contribution deposited by the Party of the Second Part before the concerned authority with proof including GST. The Party of the Second Part shall complete payments/disburse wages of all its personnel by 2nd & 3rd day of every month but not later than 5th of each month through Bank A/cs of each outsourced persons.

The Party of the Second Part shall provide/submit the following documents of every month at the earliest to the Finance & Accounts Office to enable for claiming the wages/remuneration the following month:-

A copy of Separate E-Challan & Bank Receipt of EPF of previous month deposited by the Party of Second Part;

- (i) A copy of the Separate E-Challan & Bank Receipt of GST of Previous month deposited by the Party of Second Part;
 - (ii) A copy of Separate E-Challan of ESIC contribution & Bank Receipt statements of previous month along with the list of personnel deployed indicating their names, EPF & ESIC numbers and amount of individual contribution and share of Party of Second Part, deposited by the Party of Second Part;
 - (iii) Details of payment made to staff with their Bank details;
 - (iv) A statement showing bill-wise amount of EPF, Service Tax and ESIC charged in your bills by Party of Second Part during previous month.
15. The Party of the First Part shall not be responsible for any compensation, which may be required to be paid to be outsourced persons of the Party of the Second part consequent upon any injury/mishap. It shall be the sole responsibility of Party of the Second Part.
16. The Party of Second Part will responsible to recover T.D.S. from monthly payment made to individuals, as per the rules.
17. That the Party of the Second Part shall comply with all the provisions of applicable and notified labour laws and/or any other acts for which such personnel are subjected to and shall keep the Party of the First Part indemnified from all such acts, omissions, faults, breaches and/any claim, payments, loss, demands, injury and expenses etc in connection with such personnel deployed for effective discharge of its agreed obligations by it in the campus of the Party of First Part . In case the Party of the Second Part fails to fulfill any of the obligations, the Party of the First Part shall initiate to withhold the monthly bills of the Party of the Second Part or any amount due to the Party of the Second Part including the Bank Guarantee deposited by the Party of the Second Part with the Party of the First Part.
18. The Party of the Second Part shall provide at its own cost all uniform, identity card, identity badge, and other gears to its personnel employed for effective discharge of duties on the Campus of the Party of the First Part and shall be responsible for their

proper maintenance.

19. That the Personnel employed by the Party of Second Part shall be of good moral character, agile and sound health.
20. That the personnel provided by the Party of the Second Part in terms of this agreement shall at all times and for all purpose be deemed to be the employees of the Party of the Second Part. The employees of Party of Second Part will have no claim whatsoever to any employment or preference in employment, regularization, absorption, selection to appointment, continuity in services with the Party of First Part.
21. That the Party of the Second Part will ensure that all its members deployed in the premises of the University are duly vetted by the police authorities and appropriate authorities in so far as their character antecedents are concerned. The Party of Second Part shall provide a list of particulars of all such members in the following format along with three identical size photographs. An updated list of outsourced persons employed in the Campus will be intimated to the Party of the First Part by Party of the Second Part in the first week of each quarter i.e. January, April, July and October:
 - a. Full Name
 - b. Father's Name
 - c. Designation
 - d. Educational Qualification
 - e. Detail of Training/Experience
 - f. Permanent Address
 - g. Local Address
 - h. Number of years of service with the Agency
22. That the Party of Second Part shall make their own arrangements of transportation, if required by its member to report for duty or while going off duty.
23. That the Party of the Second Part shall be responsible for any loss/theft/pilferage or damages to the properties of the Party of the First Part caused due to negligence and/or laxity of its personnel and will pay/compensate or allow the amount of loss sustained by the Party of the First Part to be deducted from any amount found due to the Party of the Second Part including its Bank Guarantee Deposit.

CLAUSES OF CONTRACT

1. Modus Operandi for Providing Required Services

- 1.1 Whenever a need for the services of personnel of any one or more of the specified categories arises in any part of University, the Registrar, JMI will, in writing, place a requisition with the firm/ contractor to provide specific number of Personnel of specified categories on short notice for meeting short term requirement.
- 1.2 On receipt of a written requisition for providing service by personnel in one or more categories from the Registrar, the firm/contractor will arrange to provide to

concerned Deptt./Office, sufficient numbers of personnel fulfilling the minimum qualification prescribed here in for the categories in which the requisition has been placed, for interview/ test at the discretion of the Registrar, within 10 days of the receipt of requisition for satisfying himself as to suitability of the personnel to provide requisitioned service (s) and selection of those found suitable for providing such service (s) in the University to meet the short term requirement. In case none of those interviewed is found to meet the minimum prescribed qualification or is otherwise found un-suitable for the duty involved, the Registrar will intimate the firm/contractor accordingly and the firm/contractor will be bound to recommend more persons for interview/test as aforesaid within a period of 07 days from receipt of such written intimation.

- 1.3 In case proper and suitable candidates for providing requisitioned service are not found to be available out of the second lot of persons recommended by the firm/contractor also, it will be taken that the firm/contractor is unable to provide the requisitioned service and it will be treated as a default of agreement condition liable to penal action as specified herein later. The decision of the Registrar, JMI in this respect will be final and binding.
- 1.4 A list containing names of selected candidates, if any, for providing the requisitioned service will be forwarded to the firm/contractor by the Registrar/ concerned office, and the firm/contractor will ensure that the requisitioned service commences in the University within 02 days (or such longer duration as may be prescribed by the Registrar of receiving such written intimation, failing which, it will be treated as a default on the part of the firm/contractor liable for penal action as specified herein latter.

2. Minimum Qualifications/Experience for Various Categories of staff required for House-Keeping and Cleaning premises:

S. NO.	Designation	Minimum Wages	Academic Qualification	Professional Qualification
1	Supervisor (<i>Matriculate but not Graduate</i>)			
2	Housekeepers (<i>Unskilled</i>)			

3. Identity and Character of Deputed Personnel

- 3.0 The firm/contractor will arrange to provide at its/his own cost and format a photo identity card (duly Serial numbered and laminated) to every member of his work force deputed for providing requisitioned service in the University. Such card should contain the name, date of birth, permanent, and temporary address and category of service for which deputed alongwith a recent photograph. The photo identity card should be countersigned by the Asstt. Registrar(E).

- 3.1 The firm/contractor must ensure that-any person deputed for providing service in the University should bear a good moral character. In case any such person is found to indulge in an unlawful or/and in-disciplinary activity at any time inside or outside the University, the firm/contractor shall forthwith withdraw him/her from the University on intimation by the Registrar whose decision in the matter shall be final and binding.
- 3.2 The firm/contractor will be responsible to make good any damage caused by its/his personnel to the University property or to any one of the University employees or their properties. In case of a default in this respect the University will be at liberty to make good the damage at the risk and cost of the firm/contractor and recover the cost of such making good from dues/deposit of the firm/contractor.

4. Withdrawal of unsatisfactory performers

- 4.0 If at any time such person(s) is (are) found to be unsatisfactory in performance or regularity or otherwise, the firm/contractor will arrange to withdraw him/them within two days after the date of written intimation to this effect from the Registrar and no payment will be made for the service being rendered by such person(s) after such date or actual day of withdrawal of such person(s) whichever is earlier.

5. Compliance with Labour Laws & Rules:

- 5.0 The firm/contractor will strictly abide by all labour laws and other statutory rules and regulations framed by Gov. of India/Govt. of NCT of Delhi from time to time. No person deputed for work of any category in the University by the firm/contractor shall, under any circumstances, be paid less than the minimum wage prescribed for the category by the Govt. of NCT of Delhi and the wage paid should invariably include DA as notified from time to time by the said Government.
- 5.1 The firm/contractor shall make arrangements to pay the wages to the workers, on a previously notified date every month through Bank A/cs of each outsource persons.
- 5.2 The firm/contractor will also ensure payment of his share along with outsource persons share, if any, as per relevant laws/rules in respect of PF/ESI contribution to the appropriate authorities authorized by the Government for the purpose. A statement showing the details of such contributions in respect of outsourced persons should be submitted by the firm/contractor to the Accounts Officer (Payments) by 28th day of every month. Any default in this respect shall be considered as a breach of contract and shall attract penal action as detailed here in latter.
- 5.3 The Party of the Second Part will fulfil the statutory obligations under the Delhi Labour Welfare Fund Act and will deposit the statutory dues with the Delhi Labour Welfare Board without fail.
- 5.4 Following is partial list of laws which the firm/contractor must abide by in full wherever applicable apart from other laws and rules made under these from time to time by the Government that may be/become applicable during the currency of this contract:-
- (i) Payment of Wages Act 1936
 - (ii) Minimum Wages Act 1948

- (iii) Employees Provident Fund and Miscellaneous Provision Act, 1952
- (iv) ESI Act, 1948
- (v) Workmen's Compensation Act, 1923
- (vi) Industrial Disputes Act, 1947
- (vii) Maternity Benefit Act 1961
- (viii) Contract Labour (Regulation Abolition) Act, 1970
- (ix) Employer's Liabilities Act, 1938
- (x) Delhi Labour Welfare Fund as notified by Delhi Govt. on 13.07.04

5.5 The firm/contractor shall take a workmen compensation insurance policy to cover all its personnel deputed in the University so as to provide complete cover against all liabilities under the Workmen's Compensation Act, 1923 and submit the same to the Registrar before any payment for providing any category of service in the University is released to the firm/ contractor.

6. University to be indemnified by the Firm/Contractor:

It is a term of this contract that the University is fully indemnified against all liabilities arising due to non-compliance or delay in compliance with any statutory obligations in respect of personnel deputed to provide service in any category in the University by the firm/contractor.

7. When contract can be Determined:

Subject to other provisions contained in this clause the Registrar may, without prejudice to his any other rights or remedy against the firm/contractor in respect of any delay, inferior service, any non compliance of laws and/or rules in respect of the personnel deputed in the University for providing any category of service, any claims for damages and/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice, in writing, absolutely determine the contract in any of the following cases:-

- i. if the firm/contractor having been given by the Registrar a notice in writing to rectify, replace any defective service or personnel performing in an inefficient or otherwise improper manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. if the firm/contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii. if the firm/contractor has, without reasonable cause, suspended the provision of service or has failed to proceed with the work, with due diligence so that in the opinion of the Registrar (which shall be final and binding) he will be unable to provide the requisitioned service and continues to do so after a notice in writing of seven days from the Registrar.
- iv. if the firm/contractor fails to provide the requisitioned service within the

stipulated period specified in a notice given in writing in that behalf by the Registrar.

- v. if the firm/contractor persistently neglects to carry out his obligations under the contract and/or commits default of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 07 days after a notice in writing is given to him in that behalf by Registrar.

When the firm/contractor had made himself liable for action under any of the aforesaid, the Registrar shall have powers:-

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the firm/contractor under the hand of the Registrar, JMI shall be conclusive evidence). Upon such determination or rescission the full security deposit recoverable under the contract shall be liable to the forfeited and shall be absolutely at the disposal of the University. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.
- b) To employ workmen paid by the University to carry out the requisitioned service or any part thereof debiting the firm/contractor with the cost of the same (of the amount of which cost and price certified by the Registrar shall be final and conclusive) against the firm/contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the firm/contractor under the terms of his contract. The certificate of the Registrar as to the value of the work done shall be final and conclusive against the firm/contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the firm/contractor. Provided also that if the expenses incurred by the University are less than the amount payable to the firm/contractor at agreement rates, the difference shall not be paid to the firm/contractor.
- c) After giving notice to the firm/contractor to work out the extent of service provided and to take such whole, or the balance or part thereof as shall be unexecuted and to give it to another firm/contractor to complete in which case all expenses which may be incurred in excess of the sum which would have been paid to the original firm/contractor if the whole service had been executed by him (the amount of which excess the certificate in writing of the Registrar shall be final and conclusive) shall be borne and paid by the original firm/contractor and may be deducted from any money due to him by University under the contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be, if the expenses incurred by the University are less than the amount payable to the firm/contractor at his agreement rates, the difference shall not be paid to the contractor.

8. Firm/Contractor liable to pay compensation even if action not taken under the Clause 7.

In any case in which any of the powers conferred upon the Registrar by Clause-7 thereof, shall have become exercisable and the same are not exercised, the non

exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the firm/contractor and the liability of the firm/contractor for compensation shall remain unaffected.

9. Time allowed and extension thereof

- a) The time allowed for various activities as specified in clause 2 and elsewhere herein or the extended time in accordance with these conditions shall be the essence of contract. If the firm/contractor commits default in execution of any activity as aforesaid, University shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the firm/contractor's earnest money and/or security deposit absolutely.
- b) If the delay is due to :-
 - (i) force majeure, or
 - (ii) abnormally bad weather, or
 - (iii) serious loss or damage by fire, or
 - (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed for requisitioned service.
 - (v) any other cause which in the absolute discretion of the Registrar is beyond the Firm/Contractor's control.

Then upon the happening of any such event causing delay, the firm/contractor shall immediately give notice thereof in writing to the Registrar but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Registrar to proceed with the requisitioned service.

- c) Request for extension of time, to be eligible for consideration, shall be made by the firm/contractor in writing within two days of the happening of the event causing delay on the prescribed form. The firm/contractor may also, if practicable, indicate in such request the period for which extension is desired.
- d) In any such case the Registrar may give a fair and reasonable extension of time. Such extension shall be communicated to the firm/contractor. No application by the firm/contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Registrar and this shall be binding on the firm/contractor.

10. Intermediate Payment to the firm/contractor for services provided.

- 10.0 Intermediate payment against monthly bill presented by the firm/contractor in respect of the services provided during the previous month will be made to the firm/contractor only if the gross amount of the bill equals or exceeds Rs.20,000/- (Twenty Thousand Rupees).

The monthly bills must invariably be accompanied with-

- (i) full details of service of various category provided during the previous month.
- (ii) the certificate of payment to the firm/contractor's employees deputed in the University official appointed by the Registrar as prescribed in para 5.1 herein earlier.
- (iii) a statement detailing the amounts in respect of each, deposited with PF and ESI authorities by the firm/contractor as prescribed in **para 5.2** herein earlier, and
- (iv) a certificate signed by owner or a person authorized by owner of the firm/contractor to the effect that all outsourced persons in respect of whom payment is being claimed are covered by the Insurance policy for Workmen's Compensation Act 1923 as prescribed herein under **para 5.4** earlier.

10.1 Payment against first monthly bill will be released only after the insurance policy referred in **Para 5.5** is deposited by the firm/contractor with the Accounts Officer (Payments).

10.2 All such interim payments shall be regarded as payments by way of advance against final payment only and shall not preclude the requiring of penal action relating to unsatisfactory service, behaviour absence, withdrawal of unsuitable outsourced persons, making good of damages to the University property or the property of University employees, non-compliance of laws and rules etc. as prescribed under various clauses of this contract. Any certificate given by the Registrar or any other University employee relating to the services provided by the firm/contractor for releasing interim payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate(s) and shall not by itself be conclusive evidence that any service to which it relates is/are in accordance with the contract.

11. Deduction from monthly rate for absence or non-performance:

Where service of any category has been provided for less than the actual number of working days in a month, payment due for the service for that month will be worked out by multiplying the monthly rate for that service by a factor obtained by dividing the actual number of working days for which service was provided by the actual total number of working days in that month.

Where service of any category is provided for less than the actual working hours in a day, payment due for that day will be similarly worked out.

12. Payment of Final Bill:

12.0 The final bill shall be submitted by the firm/contractor within two months of the completion of the stipulated/extended period of the contract. No further claims shall be made by the firm/contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

12.1 Payment of those items of the bill in respect of which there is no dispute and of items

in dispute for quantities and/or rates as approved by Registrar will as far as possible be made within a period of 4(four) months, the period being reckoned from the date of receipt of the bill by the Registrar complete with the required statements, certificates and documents etc. as required.

13. Foreclosure or Reduction in Scope of Contract:

If at any time after acceptance of the Tender, University shall decide to abandon or reduce the scope of the contract for any reason whatsoever and hence not require whole or any part of the service to be provided, the Registrar shall give notice in writing to that effect to the firm/contractor who shall act accordingly in the matter. The firm/contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which the firm/ contractor might have derived from the services in full but which would not be derived as a consequence of the foreclosure of the whole or part of the contract and/or reduction in scope of the contract.

14. Cancellation of the contract in full or part:

If the firm/contractor:-

- (i) at any time makes default in proceeding with providing the services requisitioned or any part thereof with the due diligence and continues to do so after a notice in writing of 7 days from the Registrar ; or
- (ii) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 07 (Seven) days after a notice in writing is given to him in that behalf by the Registrar; or
- (iii) fails to complete the providing of requisitioned service within the time frame specified in the contract, and does not do so within the period specified in a notice given in writing in that behalf by the Registrar ; or
- (iv) shall offer or give or agree to give to any person in University service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relating to the obtaining or execution of this or any other contract for University; or
- (v) shall enter into a contract with University in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Registrar or Vice-Chancellor of the University; or
- (vi) shall obtain a contract with the University as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- (vii) being an individual or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force make any conveyance or assignment or his effects or composition or arrangement for the benefit of his creditors or purport so to do, if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his

- creditors; or
- (viii) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
 - (ix) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
 - (x) assigns, transfers, sublets (engagement of labour on a piece-work) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire or any portion of the requisitioned service without the prior written approval of the Vice-Chancellor of the University.

The University may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter, by a notice in writing, cancel the contract as a whole or part of the Contract. The Registrar shall, on such cancellation, have powers to carry out the incomplete requisitioned service by any means at the risk and cost of the firm/contractor.

15. Suspension of work:

The firm/contractor shall, on receipt of the order in writing of the Registrar (whose decision shall be final and binding on the firm/contractor) suspend the requisitioned service or any part thereof for such time and in such manner as the Registrar may consider necessary. Such suspension may/may not be revoked on the discretion of the University and the firm/contractor will have no claim in this respect whatsoever.

16. Ensuring Payment and Amenities to Workers if Contractor fails:

In every case in which by virtue of the provision of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules 1971, University would be obliged to pay stipulated amounts of wages to a workman employed by the firm/contractor in providing the requisitioned service or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules framed by Government from time to time for the protection of health of workers employed by the firm/contractor, University will recover from the firm/contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the University under sub-section (2) of section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, University shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the firm/contractor whether under this contract or otherwise University shall not be bound to contest any claim made against it under sub section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the firm/contractor and upon his giving to the University full house-keeping for all costs for which university might become liable in contesting such claim.

17. Labour Laws to be complied by the Contractor:

The contractor shall obtain a valid license under the Contract Labour (R&A) Act 1970

and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of providing any service in the University under this contract the work and continue to have a valid license until the end of stipulated or extended period of the contract. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-provisioning of the requisitioned services in the University.

18. No Subletting:

The contract shall not be assigned or sublet without the written approval of the Registrar and if the firm/contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly interested in contract, the Vice-Chancellor shall have power to adopt any of the courses specified in Clause 8 hereof as he may deem best suited to the interest of University and in the event of any of these courses being adopted the consequences specified in the said Clause 7 shall ensure.

19. Change in Firm/Contractor's Constitution:

Where the firm/contractor is a partnership firm, the previous approval in writing of the Registrar shall be obtained before any change is made in the constitution of the firm. Where the firm/contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the firm/contractor enters into any partnership agreement where under the partnership agreement where under the partnership firm would have the right to carry out the requisitioned service hereby undertaken by the firm/contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention hereof and the action may be taken, and the consequences shall ensure as provided in the Clause 19.

20. Settlement of Dispute and Arbitration:

20.0 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the terms, conditions and instructions herein before mentioned and as to any other question, claim, right, matter or thing whosoever in any way arising out of or relating to the contract, instructions, orders or the execution or failure to execute the same whether arising during or after the cancellation, termination completion or abandonment of the contract shall be dealt with as mentioned hereinafter.

- (i) If the firm/contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any decision given arising out of the contract, to be unacceptable shall promptly within 15 days request the Registrar in writing for written instruction or decision. Thereupon, the Registrar shall give his written

instructions or decision within a period of 15 days from the receipt of the contractor's letter.

If the Registrar fails to give his instructions or decision in writing within the aforesaid time period or if the firm/contractor is dissatisfied with the instructions or decision he may, within 15 days of receipt of such decision, appeal to the Registrar who shall afford an opportunity to the firm/contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Registrar shall give his decision within 30 days of receipt of the appeal. If the firm/contractor is dissatisfied with this decision, he shall, within a period of 30 days of this decision, give notice to the Vice-Chancellor for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Vice-Chancellor. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, Vice-Chancellor shall nominate another person as an arbitrator. The power of the Vice-Chancellor to nominate as arbitrator is not exhausted by nominating once. The power can be exercised as and when there is a vacancy. The arbitrator appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. If for any reason, Vice-Chancellor is not to appoint any arbitrator or fill in the vacancy. then there shall be no arbitrator.

- 20.1 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute alongwith the notice for appointment of arbitrator and giving reference to the rejection by the Vice-Chancellor of the appeal.
- 20.2 It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- 20.3 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement or claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any), of the arbitrator shall be in the discretion of the arbitrator who may direct, to any, by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of cost to be so paid.
- 20.4 The legal proceeding and the arbitration shall be at Delhi and subject to the Jurisdiction of Delhi Courts.

20.5 For all purposes and intents (Practical or otherwise) those rendering services as part of the Tender shall be the employees/workmen/servants/agents of the tenderer/contractor and there shall be no contractual (or otherwise) relationship with Jamia Millia Islamia, of any nature whatsoever. Such employees will have no claim whatsoever to any employment or preference in employment, regularization, selection to appointment or continuity in service with Jamia Millia Islamia.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN PRESENCE OF WITNESSES ON THIS DAY OF, 2019.

SIGNED AND DELIVERED BY THE **REGISTRAR**, JAMIA MILLIA ISLAMIA FOR AND ON BEHALF OF THE JAMIA MILLIA ISLAMIA, NEW DELHI.

IN THE PRESENCE OF WITNESSES

Signature

SIGNED AND DELIVERED BY Mr. FOR AND ON BEHALF OF
M/s

Signature

IN THE PRESENCE OF WITNESSES

WITNESSES

1.

2.

SECTION- IX

PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of REGISTRAR, JMI, NEW DELHI(hereinafter called REGISTRAR , JMI, NEW DELHI) having agreed to exempt _____ (hereinafter called the said approved tenderer(s) from the demand of security deposit/earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due fulfilment by the said approved tenderer of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as “the bank”) at the request of _____ approved tenderer’s do hereby undertake to pay to REGISTRAR JMI NEW DELHI, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by REGISTRAR , JMI, NEW DELHI, by reason of any breach by the said tenderer’s of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the REGISTRAR , JMI, NEW DELHI stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the REGISTRAR , JMI, NEW DELHI, reason of breach by the said approved tenderer’s of any of the terms & conditions contained in the said agreement or by reason of the approved tenderers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the REGISTRAR , JMI, NEW DELHI, in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the REGISTRAR , JMI, NEW DELHI, any money so demanded notwithstanding any disputes raised by the approved tenderer(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the approved tenderer(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of 15 months from date herein. Notwithstanding the aforesaid, this bank Guarantee shall be for a sum of not exceeding Rs. _____ and for a period of 15 months from the date of issue i.e. We are liable to pay the guaranteed amount or part

thereof under this bank guarantee if we are served upon written claim or demand on or beforeand thereafter bank will not be liable for any claim or demand whatsoever.

5. We (name of the bank) _____ further agree with the REGISTRAR , JMI, NEW DELHI that the REGISTRAR , JMI, NEW DELHI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said approved tenderer(s) from time to time or to postpone for any time to time any of the powers exercisable by REGISTRAR , JMI, NEW DELHI, against the said approved tenderer(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said approved tenderer(s) or for any forbearance, and or any omission on the part of REGISTRAR , JMI, NEW DELHI, or any indulgence by the REGISTRAR , JMI, NEW DELHI, to the said approved tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the approved tenderer(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by REGISTRAR , JMI, NEW DELHI

Dated: _____

For _____

(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamp of Rs.100/-

SECTION-X: CHECK LIST FOR BIDDERS

S.NO.	Documents				Enclosure status
1	Cost of Tender documents.	DD No.	Amt.	Date	
2	EMD	DD No.	Amt.	Date	
3	Whether all the Pages are stamped and signed & properly tagged with all documents? (Not to be uploaded; to be submitted by post in advance or brought on the date of opening of bid.)				
4	Whether Bid Form is filled up? (Section-II)				
5	Whether Bidder's Profile is filled up? (Section-III)				
6	Self attested copy of firm/company registration certificate and associated documents.				
7	Self Attested copy of latest Income Tax return.				
8	Self Attested copy of PAN card.				
9	Self Attested copy of Service Tax certificate.				
10	Self Attested copy of EPF certificate.				
11	Self Attested copy of Experience certificate (Minimum one year of similar nature of work carried out during the last three years).				
12	Declaration regarding no near relative working in DOT				
13	Declaration about Blacklisted/Non-Blacklisted company				

**** When ESI/EPF are mandated by Labour Department of Govt. of NCT of Delhi, the contractor shall register, contribute as applicable and all the documentary proofs in this regard shall be submitted to this office.***

**JAMIA MILLIA ISLAMIA
JAMIA NAGAR, NEW DELHI-110025**

PART-II

**FINANCIAL BID DOCUMENT
FOR
Outsourcing of Housekeeping Services
(Matriculate but not Graduate / Unskilled)**

FOR USE IN

JMI AT

**Faculty of Dentistry, Dr. Zakir Hussain Library (New Building), University Polytechnic,
Centre for Physiotherapy & Rehabilitation Scs, Dr. Ramanujan Block (CIRBSc) and Dr.
M. A. Ansari Health Centre**

Tender No.F.01/ESTT/RO/JMI/2019

Dated: __/__/__

Notes:-

1. Filling service charge as percentage of minimum wages in figures for Supervisor (Matriculate but not Graduate) and Housekeepers (Unskilled) categories is mandatory.
2. The rates quoted by the tendering agency should be inclusive of all statutory and taxation liabilities in force at the time of entering into the contract.
3. **If any firm quotes “Nil” charges / consideration, the bid shall be treated as unresponsive and will not be considered. Service charges quoted should be adequate to meet statutory deductions towards TDS and such other levies laid by Government from time to time.**
4. **Conditional bid shall not be considered and will be rejected out right**
5. L-1 Bidder will be decided based on the total service charges payable for Supervisor (Matriculate but not Graduate) and Housekeepers (Unskilled) categories.
6. No quotation (leaving blank) for any item is **NOT** permitted in the financial bid form; in such cases the bid will be treated as non responsive and will be summarily rejected.
7. Percentage service charges quoted in the bid will remain applicable for complete contract period and the extension there of if any irrespective of revision of Minimum Wages by Government of NCT of Delhi.
8. As & when Minimum wages is enhanced by the Government, the enhanced revised wages is to be paid by the Contractor to the Manpower as per Minimum Wages Act of Labour Department.

9. The payment shall be made on conclusion of the calendar month only on the basis of duties performance by each man power during the month.

FINANCIAL BID

Tender No.F.01/ESTT/RO/JMI/2019 Dated: ____/____/____

For providing services of “Housekeeping” at **Faculty of Dentistry, Dr. Zakir Hussain Library (New Building), University Polytechnic, Centre for Physiotherapy & Rehabilitation Scs, Dr. Ramanujan Block (CIRBSc) and Dr. M. A. Ansari Health Centre at Jamia Millia Islamia**

1. Name of tendering Company/ Firm:
2. Service Charges: - The Tenderer shall be required to download BOQ_HK_AN.xls sheet from cover-2 of this tender from government portal and quote only service charges in figures and the same is to be uploaded.

Below is the format of the financial bid.

ANNEXURE-‘A’

S. No.	Post	Minimum Wages (26 days) (8 hrs.)	EPF (as per govt. of GNCT norms)	ESI (as per govt. of GNCT norms)	Wages per month	Total Wages per month	Service Charges / Agency Charges	GST (as per prescribed rates)	Grand Total Wages per month
1	Supervisor								
2	Housekeeper								

Signature of the Tender with seal