



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

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 & Rehabilitation Sciences**
- 5. Dr. S. Ramanujan Block (CIRBSc)**
- 6. Dr.M.A. Ansari Health Centre**

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

Tender No.HK-01/ADMN/RO/JMI/2021	Dated: 19/01/2021
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NOTICE INVITING E-TENDER

E-Procurement TENDER NOTICE for Outsourcing of Housekeeping Services

Tenders are invited from reputed, registered and licensed agencies for hiring of Housekeeping Services through outsource agency in Jamia Millia Islamia, New Delhi.

SCHEDULE OF TENDER

S.No.	Activity Description	Schedule
1.	Tender No	HK-01/ADMN/RO/JMI/2021, Dated: 19/01/2021
2.	Sale of Tender Document	19/01/2021 to 08/02/2021 , the tender document shall be downloaded from the https://mhrd.euniwizarde.com
3.	Time and last date of uploading Tender / Bid	1:00 P.M. on 08/02/2021
4.	Time and Date of Opening of Technical Bid	3:00 P.M. on 08/02/2021
5.	Minimum Validity of tender offer	180 days from the date of Opening
6.	Services to be offered	Housekeeping Services through outsourcing <i>Supervisor (Matriculate but not Graduate) :03</i> <i>Housekeepers(Unskilled) : 41</i>
7.	Estimated annual cost of tender	Rs.82,98,756/- (Eighty Two Lakhs Ninety Eight Thousands Seven Fifty Six Only)
8.	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 MHRD should enrol/register before participating through the website <https://mhrd.euniwizarde.com>.

Interested bidders may submit their quotation online on <https://mhrd.euniwizarde.com> as per the tender document in the websites <https://mhrd.euniwizarde.com>. 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.

Sd/-
Registrar
Jamia Millia Islamia, Jamia Nagar
New Delhi-110025
Ph.: 011-26981717 (Extn.: 1125/1129)

Note: All the bidders may kindly note that all future corrigendum/amendments will be published on JMI website and <https://mhrd.euniwizarde.com> website only and no separate newspaper shall be released for the same. All the prospective bidders are therefore requested to visit the university website and <https://mhrd.euniwizarde.com> regularly for any such changes/update.

INSTRUCTIONS TO BIDDERS

1. GENERAL:

- 1.1 The Tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedules and annexures. 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 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 Conditional bid shall not be considered and will be rejected outright.
- 1.4 If any firm quotes “Nil” charges, 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.
- 1.5 It may be noted that the tender notice is only for inviting a contract and shall not be construed as bid for providing the job i.e. there is no guarantee for award of work.
- 1.6 Any tenderer participating in this tender should make sure that he/she will be able to carry out the work in the contract.
- 1.7 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.
- 1.8 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.
- 1.9 The tenderers who are confident of executing the contract in time by employing the required resources, manpower should only participate in this tender offer.
- 1.10 The tender schedule shall be read in conjunction with Specifications, General Instructions, Terms and Conditions. The tenderer shall be deemed to have carefully examined all these documents. *It is further understood and agreed that the tenderer has satisfied with the terms and conditions of the tender document.*
- 1.11 **The requirement indicated in tender may increase or decrease in each category depending on the future office requirement.**
- 1.12 The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with official seal. Partnership firms shall furnish full names and addresses. In case of the partnership firm, Self-Attested true copy of the **registered 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** must be submitted.
- 1.13 Interest shall NOT be payable on the Security deposit.
- 1.14 The Security 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.
- 1.15 Corrections, if any, in the technical bid of application must be counter signed by the person authorized to sign the tender bids.

BID FORM

Tender No.HK-01/ADMN/RO/JMI/2021

Dated: ____/____/____

To,
REGISTRAR
Jamia Millia Islamia, Jamia Nagar
New delhi-110025

Dear Sir,

- 1. Having examined the conditions of contract and specifications including appendix, the receipt of which is hereby duly acknowledged. We, undersigned, offer to undertake the work of providing the Housekeeping Services in the Jamia Millia Islamia University, New Delhi.
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 submit a Demand Draft of 3% of the total value of executed contract on a Scheduled Bank towards Performance Guarantee for 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.

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

Bidders Profile & Declarations

1	Name of Tendering Company/ Firm / Agency, duly registered under the respective Acts. (Attach self attested copy of certificate of registration).	
2	Name of proprietor / Director of Company/Firm/agency	
3	Full Address of Registered Office with Telephone No., FAX No. & E-Mail	
4	Full address of Corporate (Head Office)/Branch Office of Delhi, with Telephone No. FAX No. & E-Mail	
5	PAN / GIR/TAN No (Attach Self Attested copy)	
6	GST Registration No. (Attach Self Attested copy)	
7	E.P.F. / E.S.I. Registration No. (Attach Self Attested copy)	

Note: Self-Attested copy of experience certificate / certificates issued by the competent authority for the satisfactory work carried out Housekeeping Services through outsourcing or similar nature of job in Central/State Government/ Public Sector/ Banks during the last three years, annual receipts showing the position of Housekeeping Services executed by the tenderer with the govt. / semi govt. offices/organizations/ institutions.

Year	Amount of Annual Turn Over (Receipt as per Annual Accounts)	Name of the Organizations/ Institutions	Annual Amount received (party-wise)
2017-18			
2018-19			
2019-20			

The above particulars should be duly self attested and match with the figures depicted in the Certified Annual Accounts by the Chartered Accountant.

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

Signature of authorized person

Date:

Name:

Place:

Seal:

DECLARATION
(NEAR RELATIVE)

(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, JMI 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 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.

Place:

Signature of tenderer/Authorized Signatory

Date:

Name of the Tenderer:

Seal of Tenderer

DECLARATION
(FOR EPF / ESI& Misc. Provisions Act, 1952)

I(name of the contractor/agency) hereby declare compliance towards conditions of the EPF/ESI& Misc. provisions Act 1952 and authorize JMI 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 any security deposit 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:.....

Date:

Signature of Bidder with seal.

Seal of the firm should be Affixed

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.)

2. THE BID DOCUMENTS:

The Bid Documents include:

- Notice Inviting Tender
- Bid Form
- Tenderers Profile & Certificates
- General Instructions to Bidder
- Terms and Conditions of Contract
- 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.

3. BID PRICES:

Separate rates are to be quoted based on the Schedule of Services for each category of manpower i.e. Skilled, Semi-Skilled, Unskilled, Matriculate but not Graduate and Graduate and above.

4. 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 **Appendix-3**
- 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 **GST Registration Number** issued by competent authority. Bidder must have **PAN/TAN/GST**(Copy of these to be attached).
- v. Bidder should have **EPF,ESI Registration** with competent authority (Copy to be attached).
- vi. Self-Attested Copy of **Experience Certificate** of the last (**three years**) and work executed amounting to at least **Rupees Fifty Lakhs and above** per annum during last three years in central Govt. /State Govt./PSU/ Nationalized Banks in similar work of **Housekeeping Services**.
- vii. Bidder should have last three years **Income Tax Return** with complete details year-wise in chronically order along with copies of Annual Accounts duly certified by the **Chartered Accountant**.
- 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.

5. 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.

6. 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. 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 Appendix-3, 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 Appendix-3.

7. 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 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.

8. 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.

9. 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.

10. 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 technically qualified, will be opened subsequently after due notice.

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

11. 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(seven) days of issue of the LOI, give his acceptance along with Performance Bank Guarantee and also submit the Agreement form duly completed in all respect, as per Appendix-8.

12. 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 Appendix-9 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 the Tender Document 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.

13. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of the Tender Document 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.

14. DURATION/RENEWAL 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(I+I+I) 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.

APPENDIX- 4

TERMS & CONDITIONS OF CONTRACT

1. INTERPRETATION OF THE CONTRACT DOCUMENT:

The Competent 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.

However, during the period of contract, as and when the minimum wages for 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.

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. **SUB-CONTRACTS:**

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

5. 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.
6. 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.
7. 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 coercive action as he may deem fit in the interest of JMI.
8. The manpower deployed shall be required to report for work on time as per Appendix. In case, manpower deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
9. 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.
10. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
11. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.
12. The REGISTRAR JMI New Delhi will not be liable to pay any interest on the Security Deposit. 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 Security Deposit.
13. Rate for outsourcing of "Housekeeping Services" should be quoted clearly in the Financial Bid along with Service Charge in percentage as well as in figures.
14. The contractor shall be responsible for providing all statutory benefit to the outsource manpower by him like EPF, ESI etc., as applicable.

15. 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.
16. Services shall be as per appendix annexed to the Tender Document 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.
17. 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.**
18. 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.
19. 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.**
20. 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.
21. **COMPLIANCE WITH LAWS AND REGULATION:**
 - 21.1. 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.
 - 21.2. 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.
22. **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.

23. 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:-

- a) 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.
- b) 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.
- c) If the contractor commits breach of any of the terms and conditions of this contract.
- d) If contractor commits any act mentioned in the Tender Document.
- e) If contractor commits any fraud with the JMI, or any fraudulent motive is detected in his action.
- f) If contractor demands undue charges not stipulated in this contract.

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

- 24.1. 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.
- 24.2. 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.
- 24.3. 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.

25. **PAYMENTS:**

25.1. **The complete bill:** While submitting the bills to the Account Office,(duly forwarded by the Dean/HoD/Director/ Principal of the concerned Deptt/Center, 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 the concerned 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.

26. **SECURITY DEPOSIT:**

- 26.1. The successful tenderer will have to deposit a **Performance Security Deposit of 3% of the total annual amount of contract value executed** 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.
- 26.2. Performance 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.
- 26.3. Performance **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.
- 26.4. The Performance 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.
- 26.5. 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, they said balance in full shall be collected from the bills of the contractor.
- 26.6. 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.

- 26.7. Performance 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.
- 26.8. Performance 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.

APPENDIX-7: JOB SPECIFICATIONS & JOB DESCRIPTION

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 manpower to be engaged should be between 18-55 years and sound in health.

JOB DESCRIPTION

DEPLOYMENT OF HOUSEKEEPING STAFF AS PER REQUIREMENT

Sl. No.	Type of Work	Faculty of Dentistry	Dr. Zakir Husain Library (New Building)	University Polytechnic	Center for Physiotherapy & Rehabilitation Sciences	Dr. S. Ramanujan Block (CRIBs) Mujeeb Bagh	Dr. M.A. Ansari Health Center
		Frequency of Work					
1	Cleaning, sweeping, mopping of the clinics, offices, laboratories, corridors, waiting areas, stores etc.	Daily and as and when required					
2	Sweeping of surrounding area.	Daily and as and when required					
3	Mopping with disinfectant lotion. Cleaning, dusting of furniture/movement of furniture.	Daily in the Morning and as and when required					
4	Washing of clinics and labs with soap solution.	Once in Week	-	Once in Week	Once in Week	Once in Week	Once in Week
5	Wet mopping, dusting of washable walls, windows, wall hung lights, ventilators, glass panes, exhaust fans, ceiling fans etc.	Daily	Daily	Daily	Daily	Daily	Daily
6	Cleaning of bath rooms/ toilets, scrubbing of walls, washing of washbasins with vim and acid washing with lotion.	Daily Twice	Daily Twice	Daily Twice	Daily Twice	Daily Twice	Daily Twice
7	Removing of cobwebs from the wards/toilets.	Daily	Daily	Daily	Daily	Daily	Daily
8	Washing of walls, floors of operation rooms.	Daily	Daily	Daily	Daily	Daily	Daily
9	Carbonization of operation theatre.	Daily	-	-	-	-	Daily
10	Mopping of operation room.	As directed by the concerned officer	-	-	-	-	As directed by the concerned officer
11	Vacuum & polishing of IT equipment's/office gadgets and electrical fixtures.	As and when required	As and when required	As and when required	As and when required	As and when required	As and when required

12	Collecting urine, stool samples and taking up to the Laboratory.	-	-	-	-	-	As and when required
13	Emptying of chamber bins, dustbins and collections of garbage from the clinic labs. and other areas be kept clean and free of animals.	Daily	Daily	Daily	Daily	Daily	Daily
14	Fumigation.	Daily	Daily	Daily	Daily	Daily	Daily
15	Cleaning/sweeping of surrounding area of the concerned Deptt. / Centers.	Daily	Daily	Daily	Daily	Daily	Daily
16	Any other misc. services for keeping the Faculty/Deptt. Building neat & clean.	Daily	Daily	Daily	Daily	Daily	Daily
17	Minor plumbing.	As and when required	As and when required	As and when required	As and when required	As and when required	As and when required
18	Sweeping of stair case/stair case railing, cleaning, dusting and wet mopping of railing window sills and projected beams.	Daily	Daily	Daily	Daily	Daily	Daily
19	Wet mopping of stair case railing with hands.	Daily	Daily	Daily	Daily	Daily	Daily
20	Cleaning and mopping of Canteen Area.	Daily	Daily	-	Daily	Daily	-
21	Washing of soiled linen of the clinics, labs and minor OT before sending to Laundry, assisting in disinfection of soiled lines, mattresses etc.	As and when required	-	-	-	-	As and when required
22	Cleaning of dept of anatomy including dissection Hall, Maintenance and preparation room etc.	Daily	-	-	-	-	-
23	Disposal of amputated limbs immediately in the Incinerator.	Daily	-	-	-	-	Daily
24	General cleaning in and around the Centre for Physiotherapy & Rehabilitation Sciences Building including clinic, laboratory, library, waiting areas, corridors, etc.	Daily As and when required	Daily As and when required	Daily As and when required	Daily As and when required	Daily As and when required	Daily As and when required
25	Mopping of Floor with the disinfectants.	Twice a day	Twice a day	Twice a day	Twice a day	Twice a day	Twice a day
26	Disposal of Litre.	Twice a day	Twice a day	Twice a day	Twice a day	Twice a day	Twice a day

27	Dusting / vacuuming / cleaning of furniture/stacks/books/ shelves and movement/shifting of furniture/clinical equipments and other equipments etc.	Daily As and when required	Daily As and when required	Daily As and when required	Daily As and when required	Daily As and when required	Daily As and when required
28	Washing of window panes and internal and external glass cleaning.	Once in a month	Once in a month	Once in a month	Once in a month	Once in a month	Once in a month
29	Scrubbing/polishing of floors with machine.	Twice a week	Twice a week	Twice a week	Twice a week	Twice a week	Twice a week
30	Any other services / other miscellaneous items for keeping the area neat and clean.	As and when required	As and when required	As and when required	As and when required	As and when required	As and when required
Duty Time for Cleaning & House Keeping.		7:30 am to 4:30 pm	7:30 am to 5:30 pm	7:30 am to 5:30 pm	7:30 am to 5:30 pm	7:30 am to 5:30 pm	7:30 am to 10:00 pm

NOTE: *All the requirement of cleaning components, chemicals, consumables / spare parts for machinery will be provided by the Sanitation Department of the University duly approved and forwarded by concerned Dean/HOD/Directors/ Principal.*

Special Instructions for workforce while on duty

- 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.

AGREEMENT

This deed of Agreement is executed on day of, 2021 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 of Housekeeping Services (Manpower) through outsourcing 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 Housekeeping Services (Manpower)through outsourcing 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, 2021 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 Performance Security Deposit in the form of

Bank Guarantee @3% of the total annual contract value to the Party of First Part before taking over the Contract of the Housekeeping Services(as per details mentioned in Appendix-6).

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 the 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 as per minimum wages notified by the Govt. of NCT of Delhi 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 outsourced manpower deployed rendering the Housekeeping Services to the Party of the First Part. The details of the consideration as mutually agreed upon by both the parties are as per Appendix for the

payments. **The JMI (University) is not liable to make any payment of bonus to the outsourced manpower as it is the sole liability of the Contractor, as per law.**

S. No	Places	Category	
		Supervisor (Matriculate but not Graduate)	Housekeeper (Unskilled)
1	Faculty of Dentistry	03	13
2	Dr. Zakir Hussain Library (New Building)		04
3	University Polytechnic (New Building)		05
4	Centre for Physiotherapy & Rehabilitation Sciences		02
5	Dr. S. Ramanujan Block (CIRBSc)		10
6	Dr. M. A. Ansari Health Centre		07
Total:		03	41

Supervisor : (Matriculate but not Graduate)

Housekeepers : Unskilled

Note: In view of the revision of requirements/retrenchments of the manpower 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/ESI 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 the manpower with their Bank details;
- (iv) A statement showing bill-wise amount of EPF, GST and ESI charged in your bills by the 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 verified 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.

Identity and Character of Deputed Personnel

- 2.0 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 along with a recent photograph. The photo identity card should be countersigned by the Asstt. Registrar (Admn).
- 2.1 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.
- 2.2 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.

3. Withdrawal of unsatisfactory performers

- 3.0 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.

4. Compliance with Labour Laws & Rules:

- 4.0 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.
- 4.1 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.
- 4.2 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.
- 4.3 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) Contract Labour (Regulation Abolition) Act, 1970
- (vi) Employer's Liabilities Act, 1938

5. 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.

6. 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 there of 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 going 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.

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

In any case in which any of the powers conferred upon the Registrar *by the Tender document 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.

8. Time allowed and extension thereof

- a) The time allowed for various activities as specified in the Tender Document 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 security deposit absolutely.
- b) 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.
- c) 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 binding on the firm/contractor.

9. Payment to the firm/contractor for services provided.

9.1 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. 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 the Tender Document.
- (iii) a statement detailing the amounts in respect of each, deposited with PF and ESI authorities by the firm/contractor as prescribed in the Tender Document.

10. 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.

11. 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.

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 the Tender Document 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 the terms and conditions laid down in the said Tender Document.

15. 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 Tender Document.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN PRESENCE OF WITNESSES ON THIS DAY OF, 2021.

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

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 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 unequivocal. 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/-

CHECK LIST FOR BIDDERS

S.NO.	Documents	Enclosure status
1	Whether all the Pages are stamped and signed & properly tagged with all documents?	
2	Whether Bid Form is filled up? (Appendix-2)	
3	Whether Bidder's Profile is filled up? (Appendix-3)	
4	Self attested copy of firm/company registration certificate and associated documents.	
5	Self Attested copy of latest Income Tax return.	
6	Self Attested copy of PAN card.	
7	Self Attested copy of Service Tax certificate.	
8	Self Attested copy of EPF/ESI certificate.	
9	Self Attested copy of Experience certificate (Minimum one year of similar nature of work carried out during the last three years).	
10	Declaration regarding no near relative working in JMI	
11	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.*

Annexure – XI

BID SECURING DECLARATION

I, _____ S/o _____, R/o _____, Aadhar No. _____, Proprietor/Partner/Director of _____ do hereby solemnly and sincerely declare as under:

1. That I/we are bidding for the tender no. _____ in Jamia Millia Islamia.
2. That if we withdraw or modify our Bids during the period of validity, or if the contract is awarded to us and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the Jamia Millia Islamia.

Name

Signature

Address

Mobile Number

Aadhar Number

Company/Partnership/Proprietorship Name with seal

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

PART-II

**FINANCIAL BID DOCUMENT
FOR
Outsourcing of Housekeeping Services in Jamia Millia Islamia
New Delhi-110025**

Tender No.HK-01/Admn/RO/JMI/2021

Dated: __/__/__

Note:-

1. Service charge may be quoted in percentage as well as in figures for all categories as mentioned in Tender Document 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**, 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-rightly.
5. **L-1 Bidder** will be decided based on the **lowest rate of service charges** payable for all categories outsource manpower.
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.HK-01/ADMN/RO/JMI/2021

Dated: ___/___/___

For providing Housekeeping Services in various Units of Jamia Millia Islamia, New Delhi as mentioned in the Tender Document.

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 NCT norms)	ESI (as per govt. of NCT norms)	Wages per month	Service Charges / Agency Charges in %	GST (as per prescribed rates)	Grand Total Wages per month
1	Supervisor (Matriculate but not graduate)							
2	Housekeeper (Unskilled)							

Signature of the Tender with seal