

Himachal Pradesh Technical University

(A State Government University)

V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) – 177001

Phone : (01972) 226902, Fax: (01972) 226901,

E-mail ID: registrarhimtu@gmail.com, website: www.himtu.ac.in

Tender Document

FOR

EMPANELMENT OF AGENCY FOR PROVIDING HOUSEKEEPING & GENERAL SERVICES



REFERENCE NO.	HPTU/Purchase/Tender/09/2024
DATE OF ISSUE OF TENDER	05-11-2024
LAST DATE FOR RECEIPT OF TENDER DOCUMENT	26 November, 2024 (2.00 PM)
TIME AND DATE FOR OPENING OF THE TENDER (Technical bid)	26 November, 2024 (4.00 PM)
PLACE OF OPENING OF THE TENDER	Himachal Pradesh Technical University, Hamirpur (H.P.) 177 001
ADDRESS FOR COMMUNICATION	The Registrar, Himachal Pradesh Technical University, Hamirpur V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) 177 001


Purchase Officer
HP Technical University, Hamirpur.



Himachal Pradesh Technical University

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EMPANELMENT OF AGENCY FOR PROVIDING HOUSEKEEPING & GENERAL SERVICES

1. Notice

The sealed tenders are invited from reputed and eligible agencies/bidders under “Two-bid” system- (i) Technical Bid (unpriced) and (ii) Financial Bid (priced) to provide manpower for House Keeping and General Services to Himachal Pradesh Technical University, Hamirpur on outsource basis on the following sites:-

i. www.himtu.ac.in. HPTU, Hamirpur

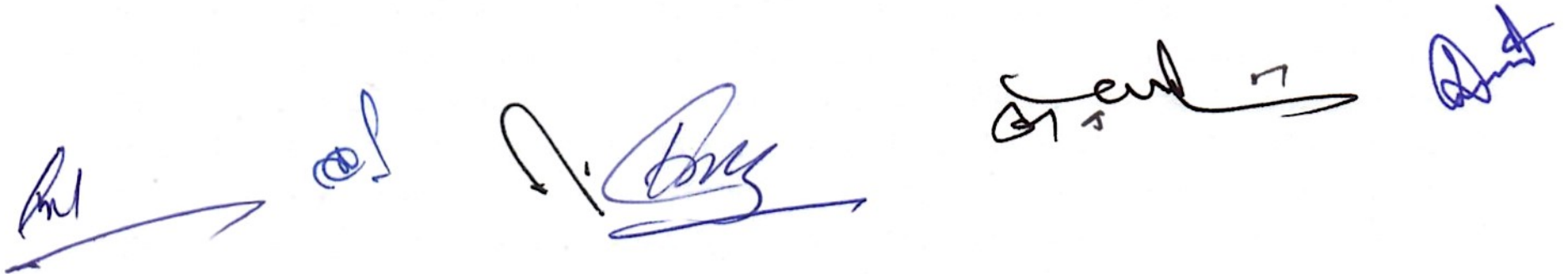
Detailed information of the Tender Document can be downloaded from the University website www.himtu.ac.in. The bidder has to submit Tender Fee of **Rs. 1000/- (Rupees One Thousand only)** through demand draft payable at Hamirpur and Earnest Money Deposit (EMD) of **Rs. 1,00,000/- (Rupees One Lakh only)** in the form of Demand Draft /FDRs directly pledged in favor of **Finance Officer, Himachal Pradesh, Technical University** along with the complete Tender Document. Tender Document complete in all respects be submitted in a sealed envelope by **26 November, 2024 (2.00 PM)**. Tenders will be opened on **26 November, 2024 (4.00 PM)** at Hamirpur. The tenders received late, tenders without Tender fee and Earnest Money Deposit (EMD), Conditional tenders, or incomplete tenders in any respect would be rejected. The University reserves the right to accept or reject any or all tenders without assigning any reason. The successful bidder will have to enter into a legal contract/agreement with the University before rendering its service to the University.

2. ELIGIBILITY CONDITIONS FOR TENDERERS:

Technical bid envelop should contain the following:-

1. The Bidder must be a legally constituted Proprietary firm, Partnership firm, Limited Company or Corporate Body/Outsource Agency, who possess the required licenses, registrations etc., as per law valid at least for 12 months from the date of the opening of tender for providing House Keeping and General Services.
2. The Bidder shall have experience of providing House Keeping and General Services for at least **3 years ending March, 2024.**
3. Financial Turnover during the **last 3 years ending 31st March should be at least Rs.20 lacs per year.**
4. There should be no case pending with the police against the Proprietor/ Firm/ Partner or the Company/Agency (Bidder).
5. The tenderer should have valid PAN,GST TIN,EPF and ESI registration number and registered from the Government for supply of manpower (copies to be attached)
6. The tenderer shall submit a declaration that he/she is not black listed by any State or Central Agency (self- certificate on Letter Head duly signed with office seal is to be provided).

Note: Proof in support shall be enclosed for above eligibility criteria.



3. PROCEDURE

1. Tender Bids should be placed in a properly sealed envelope addressed to

The Registrar,
Himachal Pradesh Technical University, Hamirpur
V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) 177 001

Technical bid alongwith Tender Fee and Earnest Money be put up in a separate envelop and the financial Bid should be put in separate sealed another envelope, with each envelope clearly indicate the type of enclosures. Further all these should be put in one envelope and must be superscripted "**Tender for Housekeeping & General services**". The tender must reach the above address on the date mentioned in the tender notice. The tenders will be opened in Himachal Pradesh Technical University at **4:00 PM on 26 November, 2024** in the presence of all the tenders or their authorized representatives.

2. The contractor shall acquaint himself fully with H.P. Technical University site conditions and the working environment before quoting the rates. He is advised to do a complete survey at his own of the site before offering rates. No compensation on account of any difficulties will be entertained at a later date after award of work.
3. That the technical bid shall be opened first and only the eligible tenders selected by tender committee shall participate in the financial bid which shall be opened on the date further fixed by the Tender Committee. Before opening of their financial bids, the eligible bidders would give a brief presentation to the committee about the services provided by them.
4. In the event of the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the Association. The signature in the tenders will be deemed to be the authorized signature.
5. All the pages of the Tender document should be signed by the owner of the firm or his Authorized Signatory as token of acceptance of Term & Conditions. In case the tenders are signed by the Authorized signatory, a copy of the power attorney/authorization may be enclosed along with tender about the services provided by them.
6. The successful bidder will be required to deposit the Bank Guarantee of the desired amount as security for the performance of the contract as laid down by the Himachal Pradesh Technical University. This Bank Guarantee must be deposited within 7 days of the award of the contract and EMD shall be returned on submission of Bank Guarantee.
7. The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. The earnest money will be forfeited in case of contractor withdraws his bid during the validity period.
8. The Bid security (EMD) shall be returned to the unsuccessful bidders after finalization of contract without any interest.
9. The tender document is not transferable under any circumstances.
10. Any changes w.r.t. this tender will be notified through website only.



4. Financial Bid:

1. The tenderer shall quote the financial bid in the financial bid format (Annexure-III). The financial bid shall be quoted for the 'Percentage of Service charges' (per month) to be received by the contractor/Agency on the 'Total monthly Basic minimum wages amount of all the outsourced manpower to be deployed by the contractor/Agency in HP Technical University Hamirpur. The wages of deployed staff shall be as per the minimum wages act and rates approved/decided by the State Govt. time to time or by the HP Technical University Hamirpur (if Govt. rates also not available.).
2. Rates should be typewritten or written neatly in the legible ink and all corrections must be signed by the bidders. The rates and units shall not be over written and shall be in both i.e. figures and words. Any omission to fill the rates and units shall altogether debar the bid from being considered.
3. In case two or more agencies are found to have quoted the same rates, the competent authority of HPTU shall decide about the Bidder to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final in this regard.
4. All costs incurred in connection with submission of bids like preparation, submission any personal visits for seeing the location, submitting the bids personally ,subsequent processing etc. shall borne by the bidder. HPTU will not be responsible/ liable for the same regardless of the outcome of the tendering process.
5. All machinery/ equipment / material etc. if required for Housekeeping and General Service of the University Campuses will be provided by Himachal Pradesh Technical University.
6. Himachal Pradesh Technical University reserves the right to accept or reject any or all the tenders without assigning reason.

Read and accepted
(Signature and Stamp of the Bidder)

The image shows five distinct handwritten signatures in blue ink, arranged horizontally across the page. The signatures vary in style, with some being more cursive and others more blocky.

5. DETAILS OF MANPOWER REQUIREMENT

The details of manpower requirement are given at **Annexure-I**.

6. TERMS AND CONDITIONS

1. The bidder must provide information about his Agency as per **Annexure-II**.
2. The payment details to be provided as per the format attached as **Annexure-III**.
3. The bidder shall deposit earnest money of **Rs. 1,00,000/- (Rupees One Lakh only)** with the tender in the shape of DD/FDR duly pledged in favour of Finance Officer, Himachal Pradesh Technical University, Hamirpur, which shall be returned in case disqualification of the bidder/offer of bid is not accepted by the University.
4. On acceptance of the tender, the Contractor shall deposit Performance Security / Performance Guarantee amounting to 10% of the annual contract amount to Himachal Pradesh Technical University. This performance Guarantee must be deposited within 7 days of the award of the contract in form of Fixed Deposit receipt (FDR) duly pledged in the name of Finance Officer HP Technical University, Hamirpur.
5. The Service Provider shall ensure the deployment of suitable Bonafide Himachali Candidates.
6. The personnel deployed by the service provider should fulfill eligibility criteria viz. educational qualification, technical qualification and experience prescribed at **Annexure-I**.
7. The manpower will be screened by the University. All the persons to be provided should have good moral character and antecedent verification should be got done from the concerned authority by the Contractor and made available to Himachal Pradesh Technical University. No criminal case should be contemplated or pending against any of the persons employed by the Contractor.
8. The number of persons required is tentative and it may vary from time to time as per need of university. HP Technical University reserves the right to reduce or increase the manpower, if considered necessary. In either case the contract amount payable to the Agency shall stand modified under the Contract on pro-rata basis.
9. The supervisor deployed by the Contractor is supposed to be present in the Himachal Pradesh Technical University Campus during working hours. He will give daily progress report to the designated officer of the University or his authorized nominee.
10. The Himachal Pradesh Technical University shall have the right to replace any person without assigning any reason whatsoever and the substitute shall have to be provided by the contractor immediately.



11. The staff to be provided by the Agency should be physically fit for performing manual duties and shall not be below 18 years and not above 55 years of age.
12. H.P Technical University is a 'NO SMOKING ZONE'. The Contractor should ensure that his employees 'DO NOT SMOKE' in the HPTU Campus. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/tobacco etc. They will not play cards or indulge in 'gambling' on campus.
13. The details of the persons deployed by the contractor with name, bio-data and copies of the character antecedents' verification and latest photographs of all the persons shall be supplied to the University office for record. The Contractor will be deemed to have started the work only after submission of these documents.
14. The contract shall obtain necessary license, permit, consent , sanction etc., as may be required or called for from / by local or any other authority for doing such work . The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State or local Govt. as applicable to him or to this contract without any liability and responsibility to HPTU, whatsoever it may be.
15. The Contractor shall be liable for full fidelity of the personnel to be provided and in case any pilferage/damage/theft/shortage is caused to the property of the University due to the carelessness of the persons deployed by the contractor, the value as assessed by the Designated Officer shall be recovered from the payment due to the Contractor under the contract. If some amount is still found recoverable, the contractor shall deposit the same within 15 days from service of notice by the University.
16. The contractor shall not pay to the persons engaged by him less than the minimum wages as approved under Minimum Wages Act (**Annexure-VI**).
17. The Agency shall be paid against monthly bills to be submitted by him at the settled rates and payment will be released to the Agency within 15 days from the date of submission of the bill. The contractor will have to complete all codal formalities for the contribution of ESI, EPF and other facilities under the prevalent Acts statutory provisions & rules for outsourced staff within three weeks of signing the contract and furnish documentary evidence in this regard. Release of first payment to the contractor will be subject to submission of such evidence. The University will take periodical steps to confirm regular remittance of such contributions to specified facilities/accounts and the contractor will provide desired proof when so required.
18. Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period.
19. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages and other statutory rates revised by the Government.
20. TDS and other taxes as applicable will be deducted from contractor's bill as per Govt. instructions from time to time.
21. The Service Tax (if claimed by the Agency) will be reimbursed only after the submission of proof of payment of Service Tax.
22. The staff employed by the contractor will always carry / wear identity cards with them for verification while working on the Campus.



23. The successful bidder shall also ensure the compliance to the instruction/guidelines issued by Finance Department, Govt. of Himachal Pradesh vide letter No. Fin(C)-B(15)-8/2013 dated 01.07.2017.

- (a) The service provider shall provide eligible statutory benefit such as ESI Contribution, EPF contribution to the workers/ employees provided by him/her, by due date on the prescribed rates.
- (b) The increase in emoluments shall be considered whenever the State Government increases minimum wages
- (c) The staff hired by Service Provider will be entitled to the Maternity leave as per the provisions of Maternity Benefits Act. 1961 and the cost of maternity leave benefits shall be borne by the borrowing department through service provider. The cost of maternity leave may be borne by ESIC at such places where ESI Scheme is being implemented and the outsourced manpower is covered under ESI Scheme.
- (d) The staff engaged through service provider will be entitled to such holidays as may be approved by the University taking into account the requirement and exigency of service.
- (e) Employees / Staff hired by the Service Provider for providing services to University will be entitled to medical leave of 06 (Six) days and 12 days casual leave in a calendar year (i.e. one casual leave after putting one- month service) which will not be carried forward to the next year. The cost of the casual leave & medical leave will be borne by the department.
- (f) The manpower engaged on out outsource basis will not be entitled for the wages for the period of absence (without the approval of competent authority) or in case no leave of kind due and admissible is in his/her credit.
- (g) In case there is a need for staff engaged through service provider to travel outside Headquarters, the University may allow payment, as part of the service contract for TA and DA for travel within the State and outside the State as per rates prescribed by the Finance Department Govt. of HP/H.P. Technical University, Hamirpur.
- (h) Reimbursement of travelling expenses shall be allowed to such staff deployed in H.P. Technical University, Hamirpur on outsourcing basis which is deputed at outstation in connection with the affairs of the H.P. Technical University, Hamirpur.
- (i) It would be ensured that the outsourced staff is paid salary through RTGS. into his/her account by the service provider. The payment of salary is to be made by 7th of the following month.
- (j) H.P. Technical University, Hamirpur will periodically ensure that service providing agency is making full payment of prescribed wages and other benefits like ESI and EPF etc to the outsourced staff.
- (k) In case of any violation/contravention of the preceding condition or there is any complaint from staff side regarding nonpayment of wages and benefits the H.P. Technical University, Hamirpur shall take necessary action against the Service Provider as it deems fit.

24. The Performance Security shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency or its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all outstanding dues, liabilities etc. including



withdrawals of EPF of workers engaged during the contract period after submitting the individual EPF account details certified by Provident Fund Commissioner's Office, submission of receipts of payments of service tax (month wise details) duly certified by the Central Custom & Excise Office etc., if any, as specified in the tender at appropriate places.

25. In case of any change in the constitution of the Agency, the rights of HPTU should not suffer.
26. All personnel engaged under this contract by the Agency shall be employees of Agency. HPTU shall not have any liability/responsibility to absorb the persons engaged by the Agency and /or to accept/extend any type of recommendation etc. for obtaining any job in HPTU or elsewhere.
27. The personnel deployed by the Agency should be disciplined and will not participate in any activity prejudicial to the interest of HPTU/Govt. of India /any State/ or any Union Territory.
28. In case HPTU is implicated in any law suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all costs of defending such suit settlement of claims penalty etc. shall be borne by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by HPTU.
29. The decision of HPTU in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
30. An agreement shall be signed with the successful agency/bidder.
31. The Authorized Officer/Committee of HPTU shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
32. The contractor shall give the preference to the persons already working in this organization through present outsource agency.
33. At the end of Contract Period/Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by HPTU) without any hindrance. In case of non compliance, the Security Deposit shall be forfeited.
34. The contract will be initially valid for a period of one year and can be extended further on year to year bases for upto five years (including the base year) on same terms and conditions and same rate of services charges if agreed to by both the parties.
35. **Scope of work:** Providing Clerical, Housekeeping, Technical, Gardening services and Drivers etc. as per requirement from time to time as per **Annexure-I** to this document.
36. **Termination:** The Contract may be terminated by giving one months notice, in case the agency:
 - a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services inspite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.



On termination of the contract, it shall be the responsibility of the agency to remove its men and materials within two days or date specified by HPTU. HPTU shall not indemnify any loss caused to the agency or its deployed manpower by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.

- 37. Penalty:** In case of pre- mature termination of the contract due to any of the clauses of Termination, the security amount shall be forfeited.
- 38. Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by Vice Chancellor, HP Technical University, Hamirpur.
- 39. Legal Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Hamirpur.

Read and accepted
(Signature & Stamp of the Bidder)

A series of handwritten signatures in blue ink, including a large 'A', a small circular mark, and several other illegible signatures.

DECLARATION BY THE TENDERER

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by all the terms and conditions. This is also certified that I/We/our principal firm has no objection in signing the contract if the opportunity for the supply of manpower against this tender is given to me/us.

Date:

Signature:

Name:

Designation:

On behalf of: (Company Seal)

[Handwritten signatures in blue ink]

ANNEXURE-I

Details of Manpower requirement (on outsource basis) at Himachal Pradesh Technical University, Hamirpur

Sr. No.	Category of Outsource Employees to be Provided	Approximate Number of Employees Required (Likely to change as per requirement from time to time)	Minimum Educational and Other Qualification required for recruitment
1	Data Entry operator	20-21	Essential Qualification (s): 10+2 with 01 Year Diploma in Computer Application. Desirable: - Proficiency in handling computer system & MS Office, MS Word, Power Point presentation with proficiency in Typing/data entry.
2	Clerk	1-2	Essential Qualification (s): 10+2 from a Govt. recognized institute. Desirable: - Computer knowledge.
3	J.E. (Civil)	1	Essential Qualification (s): Regular full time Diploma in Civil Engineering (03 Years) or B.E. /B. Tech. degree in Civil Engineering from a recognized University or from an Institution duly recognized by the Central or State Government
4	Library Assistant	1	Diploma /Bachelor in Library Science.
5	Electrician	1	Relevant I.T.I Trade / equivalent qualification with minimum one-year relevant experience
6	Plumber	1	
7	Driver	2	Matriculate or its equivalent from recognized Board of School Education/Institution. Must possess Valid Driving license for the plying of heavy/light vehicles. Minimum 2 years' experience of driving in Himachal Pradesh.
8	Lift Operator	1	Should have passed Matriculation Examination or its equivalent from recognized Board of School Education/Institution and have a experience in particular field.
9	Cook-cum-MTW	1	Should have passed Matriculation Examination or its equivalent from recognized Board of School Education/Institution and should have knowledge/experience of cooking.
10	Peon	15	Should have passed Matriculation Examination or its equivalent from a recognized Board of School Education/Institution.
11	MTS (Class-IV)	3	
12	Mali	2-3	Should have passed Matriculation Examination or its equivalent from a recognized Board of School Education/Institution and should have adequate knowledge of gardening.
13	Sweeper	10-12	Should know to read and write properly in Hindi
14	Any other post	As per requirement of University	As decided by University.

Himachal Pradesh Technical University

**PROFORMA FOR
for
Technical Bid**

FOR HOUSEKEEPING & GENERAL SERVICES

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

<u>Payment Details</u>	
DD No.	_____
DD Amount	_____
Bank Name/Branch	_____

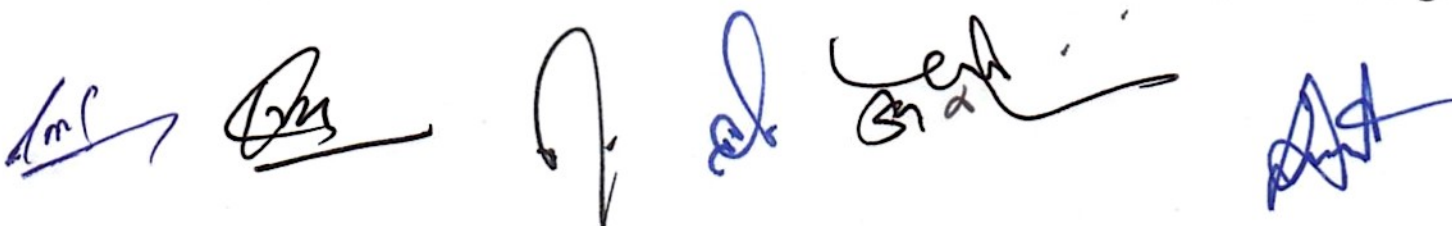
1. Name of Firm/Agency: _____
2. Registered address: _____

3. Telephone No. (Landline): _____
4. Fax No.: _____
5. Mobile No.: _____
6. Email Address: _____
7. Name & Address of Branch, if any: _____

8. Type of Organization: _____
(Whether sole proprietorship/partnership/society/
Private Limited for Cooperative body etc. attach proof)
9. Name of Proprietor/Partners/Directors _____

Sr. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
i.	Proof of incorporation/inception of the Agency		
ii.	Registration for manpower supply/License to act as Housekeeping & General Services Agency		
iii.	EPF Registration Proof		
iv.	ESI Registration Proof		
v.	PAN Number		
vi.	Income Tax Return for the last 3 years		
vii.	GST Tax Registration Proof		
viii.	Proof of Registration with the Labour Commissioner		
ix.	Satisfactory Performance certificate from at least three organizations where the contractor has supplied a group of more than 10 persons at a time for Housekeeping and General Services during the last 3 years		
x.	Any other relevant information		

**Name and signature of the authorized person
of the firm along with seal**



FINANCIAL BID
(To be submitted on letterhead of the firm)

To

The Registrar
Himachal Pradesh Technical University, Hamirpur
V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) – 177001

Sub: Submission of financial bid for providing manpower services on outsourcing basis.

Ref: Your tender no. dated

Sir,

With response to your tender mentioned above, our firm will be pleased to provide the manpower service on outsourcing basis at H.P. Technical University, Hamirpur I/we have read the Terms and Conditions of tender document carefully (including Clause No. 4). Our quote for % of service charges is as under.

Sr. No.	Particulars	Percentage of service Charge (per month) to be calculated on the Total monthly Basic Minimum Wages amount for all manpower deployed (In Figures).	Percentage of service Charge (per month) to be calculated on the Total monthly Basic Minimum Wages amount for all manpower deployed (In Words).
1.	Percentage of Service Charges per month.		

Note:

1. Basic Rates (Minimum Wages) will be applicable for the deployed staff as per Govt. rates from time to time or as decided by the H.P. Technical University (where Govt. rates are not available) from time to time.
2. Services Charges should be calculated on basic rates/minimum wages only.
3. EPF/GST/ESI or any other taxes (if any) will be applicable as per Govt. norms from time to time.
4. Services charges should be greater than zero percent and % of Service Charges should be same for all categories of manpower.

Name and signature of the authorized person
of the firm along with seal.

(ANNEXURE-IV)

(On Rs.100/- Non-Judicial Stamp Paper)

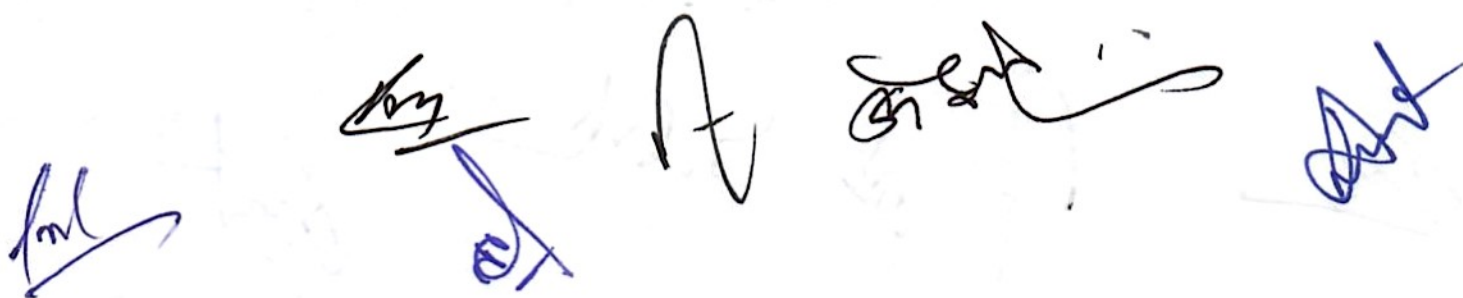
CONTRACT AGREEMENT

(To be signed by the finalized bidder, before rendering services to the University)

1. This agreement is made on (date) between Himachal Pradesh Technical University, Hamirpur (Hereinafter called HPTU which expression shall unless excluded by repugnant to context, include his successors and assignees) and _____ (Hereinafter called the Contractor which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to.....
2. Whereas HPTU has invited tender for providing Housekeeping & General Services in the HPTU for.....
3. HPTU has approved the tender for the work at an amount of Rs.....for deployment of manpower on outsource basis. The work is to be carried out as per the direction of the designated officer.
4. Service charge of% (..... percent) per month on the Total monthly basic minimum wages amount for the deployed manpower has been approved under tender and the amount of service charge may increase or decrease with the increase or decrease of manpower deployed in the University. The scope of services to be rendered under each item can be increased or decreased as per requirement, to be decided mutually between HPTU and contractor and the monthly payable for that item will be increased or decreased as per the rate already approved.
5. The contract period shall be initially for one year with effect from towhich can be extended further on year to year basis upto five years (including base year) on the same terms and conditions of Contract and same service charge rate on mutual consent of both the parties. The following documents have been annexed as integral part of contract and initialed on behalf of parties hereto:
 - (a) Tender document.
 - (b) Price bid No.
 - (c) Letter No.
6. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss/shortage of any material to the institute during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity, the same shall be recovered from the agency.
7. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the Himachal Pradesh Technical University.
8. The contractor has furnished a Performance Security of(Rupees.....only) in shape of "Deposit at Call" No.....Duly pledged and renewed upto



- in favour of Himachal Pradesh Technical University, Hamirpur, which shall carry no interest.
9. That in case of any dispute arising between the parties w.r.t. the contract, interpretation of the terms or any claim whatsoever, the Vice Chancellor, Himachal Pradesh Technical University, Hamirpur or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The contractor shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Hamirpur.
 10. All machinery / equipment / material etc. required for Housekeeping and General Services of the University Campuses will be provided by Himachal Pradesh Technical University.
 11. The contractor will not sub-let the contract of these services to any other agency or individual(s).
 12. The contractor amount of this work is as per the rate approved with services charges.
 13. The contractor will be responsible for compliance of various statutory obligations like EPF, ESI, Minimum Wages Act, Workmen Compensation Act and other laws enacted from time to time.
 14. Contractor will submit photocopy of challans of deposits of EPF & ESI along with bill every month.
 15. The contractor shall maintain absolute security with regard to all the matters that come to his knowledge by virtue of this contract.
 16. The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be of the contractor.
 17. Since the personnel will be employees of the contractor, the Himachal Pradesh Technical University will not have any concern or relation with them either directly or indirectly. All statutory obligations shall be discharged by the contractor and there shall be no liability of HPTU in that respect.
 18. Contractor will ensure that the staff is periodically changed to ensure better output and result. The contractor shall also replace the manpower as and when requested by the University
 19. It is clearly understood by both the parties that this agreement is a commercial agreement and not creating any employment.
 20. Consolidated bill with the full details pertaining to the previous month will be submitted by the contractor by 3rd of next month. After due scrutiny, Himachal Pradesh Technical University will make requisite payment to contractor by 7th day of the same month of submission of the bill.
 21. The workmen of the contractor shall have no privacy of the contract with the company and there shall be no master servant relationship between the Himachal Pradesh Technical University and the contractor workmen of any nature whatsoever.
 22. Any loss due to negligence of personnel deployed by the contractor, if proved, will be compensated by the contractor.
 23. The contractual amount payable to contractor every month would be reviewed as and when minimum wages are revised by Government of Himachal Pradesh or Deputy Commissioner, Hamirpur or when other statutory Levies/taxes/provision are changed by the Govt.



24. The contractor shall comply with provisions of the contract labour (Regulation & Abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971.
25. Contractor or his representative will remain in constant touch with concerned official of Himachal Pradesh Technical University for better understanding and effective work.
26. All records, attendance registers and documents will be maintained and kept by the contractor.
27. The contractor will also submit an affidavit for committing minimum wages to the workers deployed by him/them, abide by the Labour Act 1970 amended from time to time, Contract Labour Central Rates 1971, Workmen Compensation Act, P.F. & Misc. Provision Act 1952 before the start of the work. Security deposit will be released once No Objection Certificates are made available from all the statutory bodies relevant under the contract.
28. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
29. Decision of HPTU in regard to interpretation of the Terms and Conditions and the Contract Agreement shall be final and binding on the contractor.
30. That in case of any loss being suffered by HPTU or the violation of the terms and conditions of contract; the HPTU shall have right to deduct all claims against contractor from the security and HPTU shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
31. That in case if the contractor withdraws from the contract within the period of contract, the HPTU shall forfeit the security amount without any refund and further the contractor shall be liable to pay a sum of **Rupees Five Lakhs** to HP Technical University, Hamirpur as compensation.
32. **Termination:** The Contract may be terminated by giving one months notice, in case the agency:
 - a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services inspite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.

On termination of the contract, it shall be the responsibility of the agency to remove its men and materials within two days or date specified by HPTU. HPTU shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.

34. **Penalty:** In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.
35. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by HPTU.
36. **Legal Jurisdiction:** - In case of any dispute, the jurisdiction shall be the Court at Hamirpur (H.P).



THIS WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in Hamirpur, in the presence of the witnesses:

HIMACHAL PRADESH TECHNICAL UNIVERSITY, HAMIRPUR (HPTU)

Witness:

- 1.
- 2.

AGENCY

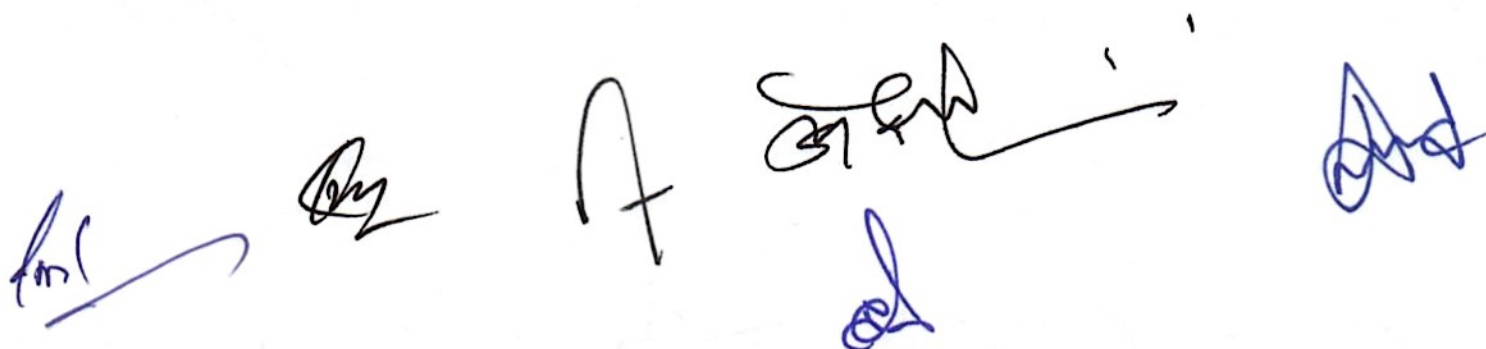
Witness:

- 1.
- 2.

(Contractor/firm/company/Agency)
Office seal

Dated:

Registrar
HP Technical University
Daruhi, Hamirpur (H.P)
Dated:

A series of five handwritten signatures in blue ink, arranged horizontally from left to right. The signatures are stylized and vary in length and complexity.

(On Rs. 100/- Non-Judicial Stamp Paper)

AFFIDAVIT

.....gives the following undertaking and commitments to the HPTU:-

- 1) Thatwill release the payment as per minimum wages act to its staff so deployed.
- 2) Thatwill follow the Central Labour Act, 1970, the Contract Labour Central Rules 1971, Workmen Compensation Act. Employees Provident Fund and Miscellaneous Provision Act 1952 or any other Act/Rule Statutes enacted by Govt. of India or Govt. of Himachal Pradesh.
- 3) Thatwill follow all clauses as mentioned in the tender document and contract agreement with Himachal Pradesh Technical University for providing of House Keeping and General Services.

Certification

Certified that the contents of above affidavit are true and correct as per our knowledge and nothing has been concealed there.

