



E-Tender Notice No. ADMN/OHS/38 dated 05/12/2023

Date of Release of e-Tender: 13/12/2023

Responses of the queries by Prospective Bidders 18/12/2023* at 11.00 AM (Participating bidders are requested to raise any queries with respect to this bid on GeM only)

Last Date of receipt of e-Tender Bids: 26/12/2023*

***as applicable on GeM**

**Registrar
National Institute of Technology
Hamirpur (HP) -177005**

National Institute of Technology Hamirpur

<https://nith.ac.in/>

BID TERMS REGARDING TENDER

Bids are invited through GeM for Contract of hiring the services of Cleanliness Staff from Well-established and professional agencies/ Labour Contractors by due date notified on GeM initially for two years which may be further extended based on satisfactory performance up to a maximum of three years.

The required Service Description/Job Specifications, Skill Type, Nature/Scope of Work, Eligibility Criteria, Terms and Conditions shall form the part of this Bid Document.

Total Number of Manpower Required	Skill Type	Essential Qualification and Experience
94 (Approx.) (Supervisor= 02 Nos. & 92 Nos. Cleanliness Male/Female) (10% Variation may occur)	Skilled, Unskilled	As Mentioned under Clause-C of bid document

Registrar, NITH

NATIONAL INSTITUTE OF TECHNOLOGY, HAMIRPUR (H.P) 177005

National Institute of Technology, Hamirpur invites highly reputed, well established & Professional Outsourcing agency registered with appropriate authority capable of providing Cleanliness Staff in the Un-Skilled & Skilled category for approximate manpower strength of 94 (may increase or decrease) in these categories.

A. ELIGIBILITY CRITERIA AND OTHER CONDITIONS:

1. The Agency should be approved / recognized/ registered by Govt. of India/ State Govt. for providing outsourced Cleanliness Services.
2. The Agency must comply and fulfil all statutory requirements such as registration with EPFO, PAN/ GST/ TAN, P.Tax etc. and submit the proof of same along with the bid.
3. The bidder should not have been blacklisted by any Govt. Department or any other organization and bidder should not have any litigation in any of the Labour Courts etc. or blacklisted nor any police complaint/case (in any court) be pending/contemplated against the Agency. An affidavit to this effect on non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only) duly notarized be enclosed with the Technical Bid.
4. The agency shall compulsorily provide a proof of recent experience (for last 3 Years) of deploying at least 100 or more persons as Cleanliness Staff in various categories in centrally/state funded Institutes/Universities.
5. For assessment of average **turnover** for the preceding three financial year 2020-21, 2021-22, 2022-2023, audited balance sheets and certificates of ITRs should be attached.
6. Agency must provide the details of total Staff on Rolls for Cleanliness Services of Central/State Govt. Institutes/Organizations specially handling student related activities in Education Institutes as on Tender Publication date and must attach a minimum three years of satisfactory service certificate from existing/past employers with the technical bid. The Institute on its own may verify the performance rendered by the agency before technical evaluation.
7. The Contractors should satisfy themselves before submission of the Rates/Quotations that they meet the qualifying criteria Terms and Conditions and capability as laid down in the Tender Document.

B. GENERAL CONDITIONS:

1. No deviation in the Terms & Conditions of the Contract shall be entertained unless specifically mentioned by the contractor in the Rates/Quotations and accepted by Institute.
2. In case of any default by the Contractor in any of the terms & conditions (whether General or Special), Institute may, without prejudice to any other right/remedy which shall

- have accrued or shall accrue thereafter, terminate the contract, in whole or part, by giving 15 days' notice in writing to the Contractor. However, the Director, NIT Hamirpur reserves the right to continue the contract till further arrangements are made available.
3. Insurance Cover for protecting the all Cleanliness Staff of the agency against all claims as applicable under ESI Act 1948 shall be arranged by the contractor. This Institute shall not entertain any claim arising out of mishap/illness that may take place. In case the employees of the agency cannot be covered under ESI due to wages celling then agency shall arrange Insurance cover under Workmen Compensation Act.1948.
 4. Contractor shall in no case lease/transfer/sublet/appoint care taker for services to be rendered at the Institute in the event of award of contract.
 5. Contractor shall be directly responsible for any/all disputes arising between him and his personnel. Further the contractor shall keep the institute indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
 6. Contractor shall be solely responsible for payment of minimum wages/salaries and other benefits to his personnel that might become applicable under any Act or Order of the Govt. The institute shall have no liability whatsoever in this regard and the Contractor shall indemnify this Institute against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc. Washing Allowance towards the Uniform provided @75/- per month/per head shall be admissible to the staff provided by the agency.
 7. It is made clear that the engagement of the service provider does not in any way confer any right to the service provider or the persons that may be deployed by him in the institute for claiming any regular or part time employment in this Institute.
 8. The agency will provide uniforms (summer & winter) & Identity Cards to its staff deployed for providing services.
 9. The agency will provide a list of staff enrolled after award of work along with their individual EPF/ESI no. etc.
 10. The Agency will ensure in compliance of payment of wages Act 1936, payment to the Cleanliness staff deployed in the Institute by 7th of every month irrespective of the pending payment from this Institute.
 11. Bills chargeable to the institute shall be paid after every month of services rendered found in order. In case of any complaint or non-fulfillment of any obligation under the contract, the Institute reserves the right to deduct the payment due from the contractor from monthly bill(s) @0.25% [for delay in disbursement of wages upto 07 days],@0.5% [for delay in disbursement of wages more than 07 days and upto 14 days], beyond 14 days a penalty @5% will be imposed. Further in case the agency fails to complete its contract or fails to provide the payment to his employees, the Institute shall have the liberty to deduct the pending dues from the performance bank guarantee deposited by the Agency.



12. The successful contractor will sign the agreement on judicial paper of Rs. 100/- with in fifteen days after issue of award letter.
- (a) In addition to above, outsourcing agency will furnish affidavit duly attested by notary specifically mentioning that no persons having criminal background have been deployed in this institute.
13. In the event of any breach of terms & conditions of contract un- willing of contractor for the continuing of contract, the PBG of the firm/agency shall be forfeited.
14. **Earnest Money Deposit (EMD)**/Auto generated EMD amount on GEM of estimated bid value needs to be deposited, in the form of DD/RTGS in favour of Director, NIT Hamirpur (HP) Hard copy as proof alongwith the technical bid should reach the Institute of Director within a week of the closing date of bid to the Institute account detailed below: -

Account Number	11159548375
Name of the Holder	Director, NIT Hamirpur (HP)
Account Type	Saving Account
IFS Code	SBIN0010367
Address	SBI NIT Hamirpur (HP)

EMD exemption will be applicable to service providers registered on MSE/MSME/Startup Companies as per provision for providing similar type of services on production of valid documents

15. The Financial Bids of only technically qualified bidders will be opened by the Institute
16. **The minimum service charges @3.85% have been fixed vide notification OM No. F.6/1/2023-PPD, Govt. of India, Ministry of Finance dated 06/01/2023 and the bidders not adhering to the same shall be summarily disqualified.**
This shall be admissible only on minimum wages of 94 Cleanliness Outsourced Staff and is required to be quoted in percentage form (%). However, 10% variation in manpower deployed may occur. Service charges may be quoted by taking into consideration of various components like Supply of uniforms, charges for Stationery, Pay bill generation and correspondence/deposition for EPF & ESI/workmen compensation, correspondence for maintenance of attendance etc., Maintenance of register & correspondence for Labour commissions as per Contract Labour (Regulation and Abolition) Act, 1970, Telephone charges, Electricity charges, uniform (summer/winter) and other overhead expenses and taxes etc.
17. In addition, the agency/firm has to appoint a Site In-charge at its own expenses. The wages and other dues specified above are as per Ministry of labour and subject to change as per statutory requirement of relevant act/ law applicable from time to time. VDA shall be applicable as per Govt. of India, Ministry of Labour rate (s) from time to time.

18. The prospective bidders shall submit the hard copy of uploaded technical bid document along with supporting documents & EMD within one week of the closing date of bid for technical evaluation. **In the absence of hard copies, the technical bids uploaded on GEM portal shall not be evaluated.**
19. The Turnover (Clause A-6), EMD (Clause B-14) or any other condition which would be appearing on GEM portal while initiating the bid shall be applicable and will be the part of final tender document.

C. QUALIFICATION AND EXPERIENCE:

Cleanliness Staff in the categories of (Unskilled and Skilled) works in Institute or any other work to be assigned by the Institute, which would broadly include:

Sr. No.	Name of the Post	Type of the Post	Qualifications & Experience	Nos. of staff/strength	Shifts
1.	Cleanliness Supervisor	Skilled	10+2 having 03 years' experience or Matriculate with 05 years' experience	02 No.	(per 8 hours shift)
2.	Cleanliness personnel	Unskilled	Literate with sound health and 02 years' experience	92 Nos.	
Total				94 Nos.	

***on acquiring age of 58 years any time during the contract agreement period, it shall be the sole responsibility of the agency to replace those housekeeping personnel immediately.*

The Agency should depute 94 Cleanliness personnel including 02 Supervisors. In special circumstances, the Institute will have liberty to increase/decrease the total number of personnel to the extent of 10% by giving at least one week's notice to the Agency. It would be desirable that all Cleanliness personnel deployed should have knowledge of Fire Fighting, First Aid etc.

D. SCOPE OF WORK

- 1 **DETAILS OF WORK TO BE CARRIED OUT:**
- 2 General cleaning (sweeping, mopping, dusting and any other connected work) of the Institute rooms, open Institute halls, conference rooms (Halls), Auditorium, Library, reception, corridors, stairs, classrooms, Hostels, parking areas, service area, all roads inside the Institute Campus and all unspecified areas/location within the Campus. First

cleaning has to be done with phenyl detergent and disinfectant in the bath room/toilet areas. Cleaning and dusting of planters, paintings, posters, notice-boards etc.

- 3 Cleaning of toilets and bathrooms has to be done at regular intervals not less than three times/day with phenyl detergent and disinfectant, which will be provided by the Institute. Daily working register/chart should be maintained for each building. The supervisor shall visit all such areas and inspect & mark satisfactory/unsatisfactory remarks on the chart for all individual toilets every day.
- 4 Removal of garbage from all dustbins kept in the Institute, instructional and hostel premises. Removal of waste papers, Tea Cups, packing material, plant leaves (waste) and any other garbage from the entire premises including the staircases, lift areas, open area etc. and removal of blockage in drainages, gutter /Toilets etc.
- 5 Cleaning of workstations, table tops, chairs, computers, almirahs, frames, panels, railings, glasses and cabin partitions.
- 6 Stain removal treatment of entire premises including stairs, area of Institute cabins, conference halls, Auditorium, reception, toilets etc. and stain removing of the furniture and equipment's.
- 7 The cleaning includes removal of bird droppings and other dirt's on the inner walls or on the foot of doors, ventilators etc. as and when required.
- 8 Air-freshener spray in conference room (if required), Air Handling Unit, Institute rooms once in a day and also on requirement basis as directed by the department.

The above mentioned work from D.1 to D.8 are to be carried out on all week days and also on requirement basis as directed by department/Institute In-charge/Section head, however, two Cleanliness workers are to be kept on standby on Public holidays for the upkeep of Administrative Block and to attend any emergency requirement.

D.2 DETAILS OF JOBS TO BE CARRIED OUT WEEKLY (ON SATURDAYS) BASIS:

- 1 Scrubbing and thorough cleaning/washing of the entire floor area by using cleaning material and dry/wet mopping.
- 2 Dusting of walls, roofs etc. from top downward and removal of cobweb etc.





- 3 Cleaning of windowpanes and partition doors.
- 4 Cleaning of drinking water coolers area, dustbins, buckets etc. with detergents.
- 5 Weekly cleaning and dusting of Ventilators, blinds and brushing of upholstered chairs and sofas.
- 6 Cleaning of other areas of the Campus.

D.3 DETAIL OF JOBS TO BE CARRIED OUT ON MONTHLY BASIS:

- 1 Cleaning of upholstery of sofas and other upholstered chairs and A.C. grills.
- 2 Adult Mosquito Control (Inside the campus) treatment will be done by means of spraying to get rid of all adult insects within the premises. This treatment will be done by means of fogging to get rid of Adult insects hidden in A.C. ducts, behind the furniture and all other hidden places.
- 3 Cleaning of floors by shifting and moving furniture such as sofa, almirahs, tables, etc.
- 4 General cleaning/dusting of panels, posters, paintings, etc.
- 5 Polishing of covered floor area, cleaning of sanitary / water supply fixtures, wall tiles, etc.
- 6 Removal of cobwebs in back/hidden areas in places like electrical substations, U.P.S. room, etc.
- 7 Removal of weeds from edges of paths/roads, paved-laid area, corners, crevices in terraces, etc.
- 8 Insect Control/ Disinfectant treatment will be done by means of spraying in Toilets.

D. 4 CLEANING OF TOILETS

Toilets need to be kept clean in all respects by sweeping, washing and mopping of floors, washing of glazed tiles on walls, urinal pots W.C. pans, sinks, wash basins, and all other fittings and fixtures using disinfecting material like phenyl, vim, detergent powder, acid, liquid soap etc. on daily basis. Soap containers need to be kept filled at all time and naphthalene balls in urinal pots and air freshener/naphthalene balls/toilet papers etc. The Cleaning Personnel should be exclusively deputed on regular basis to undertake regular cleaning of the toilets. A chart about the inspection of all toilets must be provided, name of the person responsible must be provided/written on the chart. The Supervisor must inspect/check and put his signature with time on daily basis.

E. RIGHT OF INSTITUTE TO ACCEPT OR REJECT THE BIDS:

The Institute reserves the right to accept/reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected. Further, the Institute also reserves the right to rectify any discrepancy of this document, if found later on. In case of any inadvertent mistake in the process which may be detected at any stage even after the issue of work order, the Institute reserves the right to modify/withdraw/cancel any communication made to the bidder.

F. AWARD OF WORK

Financial bids of technically qualified bidders shall be evaluated based on the service charges quoted by the bidders. In the event of tie in the rates quoted option for selecting the L-1 will be exercised on GeM and the firm selected by GeM as L-1 shall be considered for award of work.

G. SIGNING OF CONTRACT AGREEMENT

1. The successful Bidder shall be required to execute the Contract Agreement of taking over/ executing the contract within two weeks of issue of the letter of Acceptance of Bid or as per condition of GeM whichever is lower, at site along with Performance Bank Guarantee amounting Rs 20.00 Lakhs or as per conditions of GeM, whichever is lower, accepting all terms and conditions of tender document stipulated therein on a non-judicial stamp paper worth Rs. 100/- (Rupees One Hundred only). In the event of failure on the part of the successful Bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled and Institute may initiate further suitable misconduct in award of bid.
2. The Agency will have to produce a valid Contract Labour License as per Labour Act from the Labour Department Govt. of HP within one month from the date of signing of the contract agreement.



H. SPECIAL CONDITIONS:

- 1 Normal tools, implements and consumable materials etc. required for the work will be supplied by NIT Hamirpur based on the judicious requirement duly submitted to Store and Purchase Section well in advance.
- 2 No accommodation for the workers will be provided by the Institute.
- 3 An Institute should be maintained for daily operation like attendance, payment records, deployment issues etc.
- 4 Duty chart should be maintained in Hostels/Departments/Centres.
5. The employees of the Agency shall be of Good Character and sound Health.
6. The agency shall be responsible for the good conduct and behaviour of its employees. If any employee of the agency is found misbehaving with the supervisory staff or any other faculty/staff/student of the Institute, the services of such employee(s) shall be replaced on the recommendations of the Authorized Institute or Concerned Faculty In-charge or any other Institute designated by the Director, NIT Hamirpur (HP) with immediate effect. The agency shall issue necessary instructions to its employees to act upon the instruction given by such designated Institute(s) of the Institute.
7. On receipt of offer, the Agency shall provide and submit the details of the staff, proposed to be deployed viz. their name, fathers name, DOB, residential address, Aadhar Card Number, telephone number, recent passport size photograph, copy of educational certificate in the form of a data base in both hard & soft form and also provide a character certificate of all the employees from counsellor /Pradhan/Local Police Station..
- 8 In the event of revision of rates in wages by the Central Government at any time, the same be revised accordingly. The 'Onus' for producing the copy of notification of revision of wages/VDA issued by Government of India, will be on the Agency.
9. Agency shall abide by all laws of the land including, Labour Laws, ESI, EPF, Income Tax, Professional Tax, GST or any other Taxes levied by the Government, Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that are required in such cases and which are not enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Agency, and it shall not involve the Institute in any way what-so-ever. **Agency should quote the service charges considering all these and other such points specified earlier accordingly.**

10. The Agency shall in no case pay its employees less than the minimum mandatory rates of wages as specified by Government of India per month. The payment should be made only by e-payment or e-transfer and a record of that should be kept in a register which may be examined by the Institute at any time. In case the Agency fails to make timely payments to its employees, or any employee of the Agency reports to the Institute regarding non-payment of dues, the Institute on being satisfied of the complaint shall pay the employees of the Agency directly and suitable deductions shall be made from the amount to be paid to the Agency or from the Performance Bank Guarantee. In case of EPF, the Agency shall produce original challans/receipts Bank ECR/TRAN along with the scroll of the employees, whose EPF stands deposited by the Agency with address of EPFO Institute to the Registrar of the Institute for verification & reimbursement.
11. The agency has to provide Employee State Insurance Corporation Scheme (ESIC) scheme to the workers as per the notified/Non notified Districts Under ESIC 2.0/Vision-2022 (As on 01/01/2023) notified by the Ministry of Labour & Employment, Govt., of India New Delhi vide circular No. X-15015/1/2013-P&D dated 10/01/2023, Hamirpur to safe guard the workers of firm. The Institute shall pay Institute share as per ESI Act based on submission of ECR by contractor.
12. The agency has to provide a leaves as per memorandum of settlement under section 12(3) of Industrial Dispute Act, 1947 arrived at on 28.01.2016 before the Dy. Chief Labour Commissioner (Central) Chandigarh between NIT Worker Union and the management of NIT Hamirpur: 05 paid casual leave, 05 paid medical leave on production of Government doctors medical papers, 03 National Holidays (26 January, 15 August and 02 October), 03 Festival Holidays (Dussehra, Diwali and Lohri), 02 local holidays as declared by DC Hamirpur. In the event of calling/ performing duty on the holidays, the agency may suitably compensate its employees.

I. PAYMENT OF CONTRACTOR'S BILL:

The payment of wages for the month shall be released by the contractor latest by 7th of every month and thereafter, the monthly bill shall be submitted to the Management of the Institute by 15th of every month. 100% of the total invoice value or admissible amount will be released by the Institute before 5th day of following month provided the invoice/bill is accompanied by the proof of the following: -

- i. Certified (Individual sign)/Bio-metric Attendance Sheet of the month for which payment is claimed, which shall be duly verified by reporting Institute/section.
- ii. Wages statement & EPF deposit & ECR bank challan and remittances/ESI deposit statement showing individuals deductions under different mandatory heads for the month of the amount contributed by the Institute as per "EPF & MP Act 1952" & ESI Act, 1948.
- iii. Certified copy of the bank scroll showing disbursement of wages in individual accounts.

- iv. Proof/Challans for depositing Employees Provident Fund contributed by the Institute etc. of the previous month as per EPF- & M P Act -1952 or various heads & ESI/various components as applicable.
- v. GST deposit Challan copy of the same month.
- vi. Contractor shall provide Admn ID to the Institute with EPFO/ESI/GST authorities for viewing the timely deposit of EPF/ESI/GST challan etc for the said contract.

J. JURISDICTION:

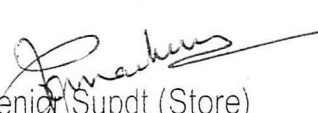
The contract shall be governed by and construed according to the law in force in India. Only the Courts at Hamirpur (HP) will have the jurisdiction to hear and decide the actions and proceedings arising out of the contract.

K. GENERAL RULES:

Smoking and consumption of alcohol & drugs within the entire area of the Institute is strictly prohibited. Violation of the rules shall be prosecuted as per law and the contractor has to remove such offenders immediately under intimation to National Institute of Technology, Hamirpur. The employees shall not get involved in any unlawful activity within the campus.

L. LAST PAYMENT:


The last payment of the Agency will be cleared only after ascertaining clearance of all liabilities.


Senior Supdt (Store)
Member Secretary


Assistant Registrar (Admn)
Member


Assistant Registrar (Audit)
Member


Deputy Registrar (F&A)
Member


Faculty In-charge (OHS)
Member


28/11/23
Dr. Rajesh Kumar
Chairman