

NATIONAL INSTITUTE OF DESIGN
KURUKSHETRA

Tender Document

**Hiring of Manpower through
Outsourcing Services**

**NATIONAL INSTITUTE OF DESIGN
KURUKSHETRA
(GOVT. POLYTECHNIC BUILDING, UMRI)
KURUKSHETRA, HARYANA- 136131
PHONE- 278101, 278100, 278103**

SUB: Notice Inviting Tender of service providers for outsourcing manpower including watch & ward/ Security, Housekeeping & estate maintenance, Horticulture & Landscaping, Electrical/ Technical Assistance, Office Assistance & Key Officials for different departments/ Sections etc.

INTRODUCTION:

National Institute of Design, Umri, Kurukshetra invites sealed Tender from established, financially sound and experienced firms/ Individuals/companies, for awarding contract for round the clock Watch & Ward/ Security Services and other services in the campus like Security, Housekeeping & estate maintenance, Horticulture & Landscaping, Electrical/ Technical Assistance, Office Assistance & Key Officials for different departments/ Sections etc. for its Complex situated at above address. The Tender should be submitted **by 1300 hours on 27-08-2019** marked to the Registrar National Institute of Design, Umri, Kurukshetra at its above mentioned address.

ABOUT NID-K

National Institute of Design, Kurukshetra has been established by the Department for promotion of Industry and Internal trade (DPIIT), Ministry of commerce and Industry, Govt. of India engaged in imparting regular academic course in Design (GDPD).

Notice inviting Tender Contract for Outsourcing Services

Sealed Tenders are invited under Two Bid system

Sealed tenders are invited on the prescribed format for providing (i) Key Official & Clerical Staff (ii) Maintenance & Housekeeping Staff (iii) Security Services for an initially period of one year (extendable on the same terms & conditions, for further period of two years on mutually agreeable terms as well as Contract review basis at the end of contract) for NID-K campus and Hostel blocks. Bids are invited from reputed service providing agencies, having minimum average annual turnover of **₹ 4.0 crore** per year for the last three financial years & minimum five year relevant/similar satisfactory experience in supply of manpower services on outsourcing basis in Central/State Govt. Institutions/organizations registered with the Government authorities for undertaking manpower services.

Interested agencies can download the detailed tender document containing the terms and conditions from the official website of the Institute i.e. www.nidk.ac.in and can obtain the same against a written request on their own letter head from the office of Registrar, National Institute of Design, Umri, Kurukshetra on all working days (Monday to Friday) between 10:00 to 17:00 hours and the last date of obtaining the tender document from Institute is **26/08/2019**. The cost of tender documents is ₹ 2000/- (Non-refundable) which is to be paid in the form of demand draft favouring National Institute of Design, Kurukshetra payable at Kurukshetra. Any bid submitted without DD of cost of tender document is not acceptable. The time schedule of tendering is specified below:

- Issue of tender document: **Time 10:00 am Date: 07/08/2019**
- Fee of tender document: **₹ 2000/- (Non-refundable)**
- Last date for submission of tender document: -
Time: 01:00 pm Date: 27/08/2019
- Date & Time of opening of Technical Bid & Financial Bid of received tender: - **Time: 03:00 pm Date: 27/08/2019**
- Offer by e-mail or Fax will be summarily rejected.

Details of services required

Sr. No.	Name of Service/work	Earnest Money (₹) (In lacs)	Total Security Amount (₹) (In lacs)
1.	Key Official & Clerical Staff, Maintenance & Housekeeping Staff and Security Services etc.	1.00	15.00

Earnest Money of successful bidder will not be adjusted against total security amount.

METHOD OF SELECTION OF HIGHLY SKILLED/SKILLED STAFF

1. The agency will provide a minimum of three eligible candidates for one post. No registration/appointment charges shall be paid to applicant.
2. The details of eligibility criteria will be intimated to the service provider by the NID Kurukshetra.
3. The agency shall submit the biodata of candidates containing full details, i.e. Date of birth, educational qualification, marital status, confirmed address, experience and other necessary documents duly verified by the agency.
4. The information of candidate will also be verified by NID Kurukshetra, if necessary.
5. The interview will be conducted by the panel of selection committee of NID Kurukshetra and final selection will be made by NID Kurukshetra.

Scope of Work for Horticulture & Landscaping Maintenance Services:

- (i) Levelling of land, weeding & removal of waste such as building material & tree removal etc.
- (ii) Preparing of flower beds & landscaping.
- (iii) Maintenance & care of flowers, trees & all other type of vegetation in the campus.
- (iv) Trimming & Pruning and maintaining of hedges, trees and grass lawns.
- (v) Maintaining nursery & all other related activities in the nursery.
- (vi) Any other work related to horticulture & landscaping directed by the authorized officials of NID Kurukshetra.

Scope of Work for Housekeeping Services:

- (i) Housekeeping/ cleaning of premises as earmarked/prescribed by the officials of NID Kurukshetra.
- (ii) Upkeep of buildings in proper manner.

The performance security has to be deposited separately in form of Bank Guarantee/Demand Draft in favour of National Institute of Design, Kurukshetra payable at Kurukshetra, within 15 days of receipt of 'Work Award Letter', failing which Earnest Money will be forfeited and the bid will be rejected. Late and incomplete tenders will be summarily rejected.

The bids will be opened in the office of the Registrar; the tenderers are advised to remain present at the time of opening of bids either in person or through duly authorised agent. The Institute reserves right to reject any tender without assigning any reason. Before submitting the tender, the Service provider is advised to visit the Institute to apprise himself of the logistics of the prospective assignment.

REGISTRAR

NATIONAL INSTITUTE OF DESIGN KURUKSHETRA-136131
TENDER FORM

Name of Service/ Work applied _____

1.	a)	Name and address of Service Providing Agency	
	b)	Contact (Telephone/ Fax/ Mobile) No.	
	c)	E-mail address of the agency	
	d)	Whether Service provider is Individual/ Registered firm/ Partnership firm or Company/Society	
	e)	Agency Certificate No. & Date with address of registration authority office (Enclose the latest copy of registration certificate & mention the enclosure's Page No.____)	
	f)	Labour Commission (Central/ State) registration number with address of registration authority office (Enclose a copy of registration Certificate & mention the enclosure's Page No.____)	
	g)	Permanent Account Number (PAN) (Enclose a copy of proof & mention the enclosure's Page No.____)	
	h)	GST Registration No. (Enclose a copy of registration Certificate & mention the enclosure's Page No.____)	
	i)	EPF Registration No. & Date (Enclose a copy of registration certificate & mention the enclosure's Page No.____)	
	j)	I.S.O. certificate, if any (Enclose a copy of Registration Certificate & mention the enclosure's Page No.____)	

	k)	E.S.I. Registration Number (Enclose a copy of Registration Certificate & mention the enclosure's Page No.____)	
	l)	Welfare Fund Registration Number (Enclose a copy of Registration Certificate & mention the enclosure's Page No.____)	
	m)	TAN (Enclose a copy of proof & mention the enclosure's Page No.____)	
	n)	Affidavit/ Undertaking, attested by the Ist Class Magistrate that you have not been declared defaulter / blacklisted in depositing EPF, ESI, Service Tax, etc.	
2.	a)	Tentative date of supply of manpower from the date of work award (This date must be within two weeks from the date of award of contract.)	
3.	a)	Particulars of payment of Earnest Money (Only Demand Draft acceptable. Other mode of payment will not be acceptable)	Amt. Rs. _____ D.D. No. _____ Date _____ Bank _____ _____ _____

Undertaking:

- (i) I undertake that all the eligibility conditions mentioned in the tender document are fulfilled. Further, all supporting documents have been attached herewith.
- (ii) I have gone through and fully understood the terms and conditions supplied in the tender form and I hereby undertake to abide by all terms and conditions and also undertake to abide by the instructions to be issued by the National Institute of Design, Kurukshetra from time to time for due discharge of Service Agreement.

- (iii) It is declared that all the entries made in this form are correct.
In case of detection of any false entry and incorrect information/
document, the submitted tender may be rejected.

**Signature of Service provider/
Authorized Signatory with rubber seal**

FINANCIAL BID

Name of Bidder.....

Sr. No.	Particulars	Percentage and Rupees
1	Service Charge in %% (in figures and words)
2	Material cost in rupees in case of Sanitation per month	Rs...../per month
3	Rent & other charges of equipments in case of Horticulture	Rs...../per month

* The salary of the manpower for outsourced employees will be as per DC rates Kurukshetra, government norms & other rules and regulations revised from time to time. Further the Director, National Institute of Design Kurukshetra is final authority to decide/increase/decrease the salary as per post, qualification and requirement.

** While bidding for the service charges, the service provider should note that all the uniforms and other tools & equipment required by the personnel shall be provided by the service provider at his own expenses and the institute does not undertake any liability towards the same. The successful Service Provider shall also provide a supervisor during duty hours at his own cost, and nothing extra shall be paid by the Institute in this regard.

Note: In case, ESI is not applicable, the Service Provider shall provide Group Insurance Cover to the engaged outsourcing workers through Registered Insurance Company for life insurance as well as cashless health insurance. Documentary proof of policy should be provided to NID Kurukshetra.

I/we accept all the terms and conditions of the tender notice.

(Signature of Applicant with Seal)

FORM 'A'

Turnover Certificate:

Financial turnover of the Agency for the last three years:

Financial Year	Amount (₹)	
	In figures	In words
2016-17		
2017-18		
2018-19		

FINANCIAL ANALYSIS Details to be furnished duly supported by Balance Sheet for last three financial years certified by the C.A., as submitted by the applicant to Income Tax Institute (Copies to be attached).

(Signature of Applicant with Seal)

FORM 'B'

Tentative Manpower required

Sr. No.	Name of Category	Nos./Strength
1	Highly Skilled	10
2	Skilled	45
3	Semi-Skilled	05
4	Un Skilled	25
	Total	85

As per definition in order dated 13.06.2019 passed by Deputy Commissioner, Kurukshetra.

The above mentioned requirement is tentative. The category and manpower may vary from time to time as per requirement.

(Signature of Applicant with Seal)

TERMS AND CONDITIONS REGARDING THE OUTSOURCED SERVICES/ ACTIVITIES

1. The tender form should be typed and not hand written. Every page of the tender form must bear the applicant's signature with seal. Overwriting should be avoided. Correction, if any, shall be made in neat and clean manner. Correction must be legible and initials of the applicant must be put on every correction. All pages of the tender form shall be numbered and an index of submitted tender form must be there as front page.
2. The service provider will have to furnish the required/relevant information on the prescribed format enclosed as FORM no. A and B, along with supporting documents to consider the eligibility for awarding tender to the eligible service provider.
3. The service provider may furnish any additional information, which he thinks is necessary in regard to his capabilities to establish that the service provider is capable in all respects to successfully complete the envisaged work. He is, however, advised not to attach superfluous information. No subsequent information will be entertained after submission of tender form. If any information furnished by the service provider is found to be incorrect, either immediately or at a later stage, would render him liable to be debarred from tendering/taking up of work and in case tender is awarded on the basis of incorrect information then the tender will be terminated with immediate effect.
4. The service provider is advised to visit the site of work, at his own cost, and examine it and its surroundings to collect all information that he considers necessary for proper assessment of the prospective assignment.
5. A service provider who offers services below 02 % margin will not be given the contract.
6. The Service provider should be a valid license holder for outsourcing activities under the Contract Labour (Regulation & Abolition) Act, 1970 & Central Rules 1971, Employees' Provident Funds & Miscellaneous Provisions Act, 1952 and also have been allotted "Establishment Code No." by the Labour Commissioner (Central/State), E.P.F. Organization. He will submit an affidavit/undertaking along with Tender Form duly attested by the Ist Class Magistrate that he is not a defaulter in depositing the EPF as well as Service Tax etc.
7. If there is any exemption of any of the act, it will be the sole responsibility of the Service provider to obtain a certificate of such exemption and submit an attested copy of the same to the Institute for record.

8. The service provider's performance for each work completed in the last five years and works in hand should be certified by the concerned Institutes.
9. The Service provider shall not appoint any Sub-Service provider/Company/Agency to carry out any obligation under the contract.
10. The service provider shall provide a supervisor during duty hours at his own cost who shall be responsible to allocate/distribute day to day work to the engaged staff and supervise/ monitor them as well as directly reporting to the nominated officer/official of NID Kurukshetra on daily basis.
11. Even though the service provider may satisfy the terms and conditions, they may be disqualified:
 - (a) If they have made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
 - (b) If they have records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.
 - (c) If confidential inquiry reveals facts contrary to the information provided by the applicant.
 - (d) If confidential inquiry reveals unsatisfactory performance.
 - (e) If on inspection of works in progress or completed by the applicants, it is found that work is not satisfactory.
12. The service provider, being the employer in relation to persons engaged/employed by it to provide the service under service agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the wages as fixed by the District Administration (DC Kurukshetra) or as revised from time to time. The service provider must regularly deposit ESI, EPF, other funds and taxes and shall produce original challans/ receipts to the Institute for verification & records when asked for.
13. All statutory requirements required under 'The Contract Labour (Regulation and Abolition) Act, 1970 and Rules', 'The Workmen's Compensation Act, 1923', 'The Payment of Wages Act, 1936', 'The Payment of Bonus Act, 1965', 'The Employees' State Insurance Act, 1948', 'The Employees' Provident Funds and Misc. Provisions Act, 1952', 'Service Tax Rules', and 'Income Tax Act, 1961', etc. (with amendments, if any) shall be complied with by the service provider. In case of violation of statutory provisions under any acts/rules/laws by the service provider or his workers, there will be no liability on the Institute. The service provider shall be held completely responsible and he will be liable to be prosecuted as per the law of land in the appropriate Court of Law. The service provider shall be the employer under all labour litigations including

Industrial Dispute Act. The Institute shall not be responsible partially or fully to any dispute in any way that may arise between the service provider and his workmen or with any third party.

14. EPF, ESI, and other funds and taxes will be deposited by service provider. The receipts of the deposition are to be enclosed with the bill submitted for reimbursement failing which the payment of the bill will not be released/ reimbursement. The receipt should clearly indicate name of the work and list of workers with their names, durations and other required information. In case, the service provider fails to submit a copy of above said receipts, the withheld amount will be submitted to the concerned authorities as per law.
15. The Service provider has to ensure payment of wages regularly and has to ensure that the payment of wages for the coming months will not be delayed by the Service provider even if he had failed to submit the bills for previous month(s) by completing all statutory obligations or the payment has not remitted to him by the institute.
16. The successful Service Provider shall provide and maintain the Biometric Based Attendance Monitoring System (BBAMS) for all its employees at his own cost to record the arrival and departure time of the engaged staff. All the personnel engaged by the service provider will be required to mark their arrival and departure time in the Biometric Based Attendance Monitoring System machine without any exception. In case, BBAMS is out of order / not working, the service provider should mark the arrival and departure time of its employees in the attendance registers for those day(s) only.
17. The service provider must ensure that required manpower is provided on each day, failing which penalty of ₹ 500/- per day will be imposed upon the service provider.
18. The agency must ensure that every outsourced person is having a bank account in any nationalized bank for receiving their monthly payments. On demand, the agency shall produce the bank transaction details to the Institute. No payment will be made from the institute to the agency without producing the individual bank account numbers of all the outsourced persons working in the institute through the service provider.
19. The Service provider shall not employ any person who is a regular student in any University or Institute or a regular employee in any Government/ Private Organization.
20. All the persons engaged by the service provider/ agency should be healthy, physically fit and free from communicable diseases.

- 21.** The service provider will have to produce the register of wages -cum- muster roll of the preceding month and submit the same to the concerned official of NID Kurukshetra for verification on the 1st day of every calendar month. The service provider shall ensure that payment to his employee is made on or before by 7th day of every calendar month, irrespective of the fact whether the agency receives payment from the Institute or not. In case of any complaints received of late payment to the employees is received then a fine of Rs. 1000/- per day, will be imposed on the service provider. The Payment of wages shall either be by way of cheque or direct transfer in bank account. In no case the payment of wages shall be made in cash. The Institute will reimburse the monthly wages bills submitted by the service provider only after production of copies of challans for the deposition of the statutory requirements with the concerned Institutes. Further, it is also informed that the Institute will deduct TDS as applicable from the running and final bills of the service provider as per statutory provisions and mandatory norms applicable and amended from time to time.
- 22.** The Service provider for providing services as mentioned herein, shall be the employees of the Service provider only and not of the Institute. The Service provider shall be liable to make payment to its employees towards their monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc. The institute shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the service provider's employees/ agents directly and/or indirectly, in any manner whatsoever.
- 23.** The Service provider shall, at all times, Indemnify the Institute against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Institute, if any claim is imposed in any case under the workmen's Compensation Act, 1923 or any other Acts or any other statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the personnel of Service provider or in respect of any claim, damage or compensation under labour laws or other laws or rule made there under by any person whether in the employment of the Service provider or not, who provided or provides the service at the site or any other premises of the Institute.
- 24.** The final payment shall be released only after ascertaining clearance of all liabilities pending and on satisfactory completion of work.
- 25.** NID Kurukshetra can ask for providing other type of manpower under any category of worker other than listed in the tender document against specific service. The same shall be provided by the service provider on the same terms & conditions.

26. The manpower to be actually deployed by the Service provider can be increased or decreased according to requirement.
27. The Service provider has to deposit the complete set of certificates of character, address proof duly certified and verified by Police department. No violation to this shall be permitted.
28. If the Institute notices that the personnel of the Service provider has/have been negligent, careless in rendering the services assigned to them, the same shall be communicated immediately to the Service provider who will take corrective steps immediately to avoid recurrence of such incidents and report to the Institute.
29. Replacement of any person(s) so engaged by the Service provider should be intimated to the Institute with reasons of replacement.
30. A copy of complete record of all persons engaged with related documents should be submitted to NID Kurukshetra within 10 days of joining of any person.
31. All the required log books/ registers shall be maintained at site by the Supervisor of Service Provider. The Service Provider shall also maintain an incident report/ Complaint Book/ File which will be made available to the supervisory staff.
32. The service provider shall visit NID, Kurukshetra once in a month and submit his report. He will also be responsible for checking the working conditions of the equipment's. In case of dispute of any kind, he must reach the Institute immediately on receiving information by any means of communications.
33. The service provider shall have to provide mobile phone to supervisor for official use, for which nothing extra shall be paid by the Institute.
34. Stationary required for submitting daily/ weekly/ monthly/ yearly report shall be provided by the service provider.
35. Any damage caused during maintenance work to the equipment shall be borne by the service provider and damaged caused to any Institute property shall be indemnified by the service provider to the Institute.
36. Every worker appointed by the Service provider shall wear the prescribed uniform, identity card and name badge bearing his name and designation, while on duty. The same shall be provided by the service provider at his own cost within 15 days from the date of entering into the contract.
37. The Institute is fully empowered to withhold the bills submitted by the service provider for reimbursements, in case the statutory provisions and requirements are not fulfilled by the service provider or fails to submit the evidence of payment/deposits as mentioned in the conditions.
38. The maintenance & housekeeping staff deputed in the Institute should always be in proper uniform provided by the outsourcing Service Provider. In case the workers of the Service Provider are not found in proper uniform, the Institute reserves the right not to allow such persons to enter in the premises. In case any worker is found

without proper uniform during duty hours, the penalty @ Rs. 500/- per worker per day may be imposed and shall be recovered from the monthly wages bill of the Service Provider without prior notice for such lapse.

39. The successful Service Provider for the above said services will have to execute an Agreement/Bond on nonjudicial stamp paper with detailed terms and conditions. The service provider must read the conditions carefully and should quote the rates as per various terms and conditions of the said tender document.
40. Submission of tender by a service provider implies that he has read the notice and all other contract documents and has made himself aware of the scope and specifications of the service to be done and of conditions, rates and other factors, having a bearing on the execution of the service.
41. The tender form must be accompanied with Earnest Money of ₹ 1.00 lakh in the shape of Demand Draft favouring National Institute of Design Kurukshetra payable at Kurukshetra. Further the successful bidder will have to deposit a separate Demand Draft of security amount of ₹ 15.00 lakhs favouring National Institute of Design Kurukshetra payable at Kurukshetra within 15 days of receipt of 'Work Award Letter'. After that EMD of ₹ 1.00 lakh will be returned to service provider within one month of receipt of security amount. The said Security Amount shall be retained as security deposit with the Institute and will be refunded within 30 days of completion of service subject to indemnification clause of the agreement. No interest of any kind will be given to the service provider on the amount of security deposited.
42. The Earnest Money shall be forfeited if the service provider withdraws or impairs or derogates the bid in any respect.
43. In case the tender opening day is declared as a holiday, the tender shall be received/ opened on the next working day at the same time.
44. The competent authority does not bind itself to accept the lowest or any other tender and reserves itself the authority to reject any or all the tenders received without assigning any reason. The bid not fulfilling the prescribed conditions shall be summarily rejected.
45. The security amount in part or full may be forfeited in case the supply of manpower is delayed beyond the period stipulated by the Institute or on non-compliance of terms of agreement by the service provider or on frequent absence from duty or misconduct on part of manpower supplied by the agency.
46. Canvassing in any form is strictly prohibited. The tender(s) submitted by the service provider(s), who resort to canvassing, will be liable to rejection.
47. The tender for the service shall remain open for acceptance for a period of ninety (90) days from the date of opening of tender.
48. The service provider submitting the tender would be presumed to have considered and accepted all terms and conditions. No inquiry, either verbal or written, shall be entertained in respect of

acceptance/rejection of the tender. Any act on the part of the service provider to influence anybody in the Institute is liable for rejection of his tender. Conditional bid shall be summarily rejected.

49. The Institute reserves right to cancel the service agreement or to withhold the payment of the service provider in the event of non-compliance or unsatisfactory performance of the service contract. In such eventuality, the Institute further reserves the right to get the work done from alternate Service providers and the tenderer will be liable to be debarred by the Institute for a period of five years from participating in such type of tender.
50. The Institute reserves right to terminate the service agreement by giving one-month prior notice to the service provider regarding its intention to do so and on the expiry of the said period of notice, the service agreement shall come to end without prejudice to any right of remedy.
51. If required, personal interview of the manpower, provided by the outsourcing agency, may be conducted at the discretion of the Institute to examine the suitability of the manpower.
52. In case of any dispute, the matter will be referred to the Director of the Institute, whose decision will be final and binding.
53. Tenderer shall follow two bids envelop system and submit technical and financial bids separately. Both, the technical and financial bids shall be sealed in separate envelopes and then both the sealed envelopes shall be put in a third envelope which will be sealed and submitted by the service provider in the Institute. Following must be superscripted on the sealed envelopes:

(i) Containing technical bid only: Marked as "Envelop-1"
"TECHNICAL BID FOR _____ SERVICES"
(Envelop-1 should have a cover index page with proper numbering and contain profile of agency, including previous experiences and all other relevant documents, if any.)

(ii) Containing financial bid only: Marked as "Envelop-2"
"FINANCIAL BID FOR _____ SERVICES"
(Envelop-2 should contain only Financial Bid Form.)

(iii) Containing both technical and financial bids: Marked as "Envelop-3"

"TECHNICAL AND FINANCIAL BIDS FOR _____ SERVICES"

(Envelop-3 should contain two envelopes (Technical Bid, marked as Envelop-1 & Financial Bid, marked as Envelop-2) along with the one separate Envelop having Earnest Money in the form of Demand Draft.)

Envelopes without the above superscription will not be entertained. Each envelop should be duly sealed & signed by the service provider/ Authorized Signatory. The subject and address of the agency/organization must be clearly mentioned on each envelope.

54. The Financial Bid will be opened only of those tenderers who qualify the Technical Bid as laid down in the tender document.
55. The successful Service Provider shall submit Form V [as per Rule 21(2)] under Contract Labour (Regulation & Abolition) Act 1970 and Central Rule 1971, a certificate by the Principal Employer, which is required to get the Labour License from Labour Commissioner (Central).
56. The Institute shall not be liable for discharging any financially, judicial, and or/administrative commitments made by the Service provider to any entity whatsoever in relation to this contract. In respect of quantum of wages, procedure of payment and protection of other statutory rights of the employees, the Service provider shall adhere to the Instructions of State Govt./ Govt. of India in letter and spirit.
57. The Service provider should must clearly the latest statutory obligations such as, Service Tax, EPF and ESI supported by latest challan up to March 2018 of the present job/ jobs. A certificate to this effect be attached.

LIABILITIES AND PENALTIES

1. The Company/Agency/Service Provider shall perform all the assigned jobs to the satisfaction of the Institute and shall be liable for any loss or damage to the Institute.
2. The Company/Agency/ Service Provider and its staff shall take required steps and precautions to abstain from loss, destruction, waste and misuse, the areas of responsibility given to them and not knowingly lend to any person or Company, any assets of the Institute under its control.
3. In event of any loss being caused to the Institute that is prima-facie on account of the negligence and/or dereliction of duties by the Company/Service provider/Agency or its staff, a joint Committee comprising of representatives of the Institute and Company/Agency as approved by the Director, NID, Kurukshetra shall determine whether the loss is on account of unsatisfactory performance of the Company/Agency/Service provider and in that case it will, also determine the compensation to be paid to the Institute by the Company/Agency/Service provider. The recovering mode from the Company/Agency/Service provider will be decided by the Joint Committee. The recommendations of the Joint committee will be subject to the approval of the Director, NID, Kurukshetra or his nominee. Any penalty so settled should be deposited within 15 days with the institute by the company and the receipt to be deposited to the institute.
4. However, the Company/Agency/Service provider will not be held responsible for the damages caused due to force de majored.

ARBITRATION

Any dispute arising out of and in relation to this agreement will be referred to arbitrator. The Director, NID-K or his representative will appoint the arbitrator to decide the disputes, if any, the arbitration would be conducted and governed by and under the provisions of Arbitration Act 1996. The decision of arbitrator shall be final and binding both the parties. Any legal dispute will be subject to jurisdiction of Kurukshetra Courts and no other Court shall have the jurisdiction.

LAST PAYMENT

The last payment of the Company/Agency will be cleared only after ascertaining clearance of any liability pending with the Company/Agency.

RELEASE OF SECURITY

- 1) The security of the Agency will be released on the production of the following documents: 1) Form3A and 6A (Annual return of EPF) with proof duly received in the concerned EPF office.
- 2) EPF deposit slips of individual worker issued from concerned EPF office.
- 3) The proof of tax, any Govt. levy, deposits with Govt. etc.

We have read and understood the above mentioned Terms and Conditions and agree to abide by them in letter and spirit.

**Signature of Authorized
Signatory Company Seal/ Stamp**

Date:

Place:

SPECIAL TERMS & CONDITIONS – HOUSEKEEPING SERVICES

1. The workers employed by the service provider shall work under the supervision and control of Officer-in-Charge Sanitation and Cleanliness of the Institute. The distribution of duty shall also be as per directions of the Officer-in-Charge. The supervisor shall be overall responsible for cleaning services and shall report to the Officer-in-Charge with the information of deployment position of the sweepers etc. on each day.
2. Standard/Branded cleaning materials required to be supplied by the service provider.
3. The tenderer must acquaint himself/ herself with the proposed site of work, its approach roads, working space available before quoting his rates.
4. The service provider shall have to clean the area as per minimum requirement. However, the cleaning shall have to be done more frequently if required, upon the instructions of the Officer-in-Charge.
5. The service provider shall submit daily housekeeping plan so as to help the Officer in-Charge to monitor and check that the housekeeping work is being done according.
6. If at any time, it appears to the Officer-in-Charge that quality of work does not confirm to the approved standards, the service agreement can be terminated by giving one-month notice without any further compensation.
7. The buildings of the Institute have very costly and intricate finishing on walls, ceiling and floors etc. The service provider shall make necessary arrangements at his own cost to prevent any damages to the existing work due to any of his activities and shall make good the same at his own risk and cost. The decision of Officer-in-Charge regarding cause and cost of damage shall be final. In case the service provider fails to make good of the damage to the entire satisfaction, it shall be done at his risk and cost with effective current market rate, deemed to be recoverable from respective bills.
8. The Institute will provide electricity and water for use in the work, free of charges. The service provider shall arrange, at his own cost, the necessary electrical and water supply fittings, flexible pipe etc. for taking electricity and water from electric points and water taps provided in the building(s).
9. The service provider shall procure the required equipment/machines for housekeeping, horticulture and other works within three days of issue of service/work order. The machines/equipment brought by the service provider should always be in working conditions. The running and maintenance charges of machines i.e. cost of fuel, battery, lubricants,

replacements of parts etc. shall be borne by the service provider and nothing extra shall be payable.

10. The cleaning & collection of garbage bins located at different spots in the Institute must be done as per the schedule finalized by Officer-in-Charge. The Service Provider will make his own arrangements for cleaning and transporting the garbage from such spots to municipal disposal site or any other suitable site located outside NID-K Campus. The service provider shall seek necessary permission/approval from local authorities for disposal of garbage at municipal disposal site or any other alternate site. The contractor shall provide necessary personal safety gloves, gum boots, tools etc.
11. The service provider having mechanized cleaning facility will be preferred and the details of same be provided along with the tender documents.

**Signature of Authorized
Signatory Company Seal/ Stamp**

Date:

Place: