

Tender No.

Dated

TENDER DOCUMENT

for

Providing man power for Sanitation, Services

at

TRUEST BABA BALAK NATH TEMPLE TRUST DEOTSIDH
DISTT.HAMIRPUR, HP

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OFFICE OF THE TEMPLE OFFICER
TRUEST BABA BALAK NATH TEMPLE TRUST DEOTSIDH
TEHSIL BARSAR DISTT.HAMIRPUR 176047 HP
PH. 01972-286354, E-MAIL: templeofficerdeosidh@gmail.com, WEB:www.bababalaknathdeotsidh.com

Tender No. 3745

Dated .17.12.2020

BRIEF INFORMATION ON BID DOCUMENT

Tender No.	3745/17.12.2020
Number of Man Power Required	1) Sanitation Workers =10
Duration of Contract	One year from the Date of Agreement, which may be extended for two Years on yearly basis subject to the satisfactory work.
Last Date and time of submission	29/12/2020 (up-to 3.00 PM)
Date of opening Technical Bid	30/12/2020 (11.00 PM at Waiting Hall)
Date of opening of financial bids for technically qualified bidder	To be notified later
EMD	30,000/- (Fifty thousand only)
Cost of Tender Document	1000/- (One Thousand only)
Validity of Bid	120 days
Total Number of pages of Tender Document	28 Pages
Address and Venue of submission of bids	Temple Officer Trust Baba Balak Nath Temple Deotsidh Distt. Hamirpur HP

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SECTION-1

TECHNICAL BID SUBMISSION FORM

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LETTER OF BID

To

The Temple Officer
Trust Baba Balak Nath Temple
Deotsidh Distt. Hamirpur HP

Ref: Invitation of Bid for providing man power for Sanitation, Services at Shri Sidh Baba Balak Nath Temple Trust Deotsidh Distt. Hamirpur (HP)

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda (if any) issued in accordance with Instructions to Bidders.
2. We offer to execute work in conformity with the Bidding Documents for Providing man power for Sanitation, plumbing and gardening Services at Shri Sidh Baba Balak Nath Temple Trust Deotsidh Distt. Hamirpur HP
3. Our bid shall be *valid for a period of 120 days* from the date fixed for the bid submission deadline in accordance with the Notice Inviting Tender (NIT) and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of H.P or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition to accept highest ranked bid / lowest bid or any other bid.

Yours sincerely,

Authorized Signatory

(Authorized person shall have attached a copy of Authorization letter for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

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SECTION-2

INSTRUCTIONS TO THE BIDDERS

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INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 The sealed bidding documents in two bid system should be delivered in the office of *Temple officer, Trust Baba Balak Nath Temple Deotsidh distt. Hamirpur* by the stipulated date and time. Tender Documents may be collected from Office of the *Temple officer, Trust Baba Balak Nath Temple Deotsidh distt. Hamirpur* on payment of *Tender Cost of Rs.1000/-* (Rupees One thousand only) through Bank Draft/Pay Order in favor of *Temple officer, Trust Baba Balak Nath Temple Deotsidh distt. Hamirpur*, payable at Deotsidh on any working day between 10.00 A.M to 5.00 pm. before last date.
- 1.2 The tender documents may also be downloaded from this office website <http://www.bababalaknathdeothsidh.com> . Those bidders who wish to download the tender documents from the official website should furnish the Tender cost of Rs.1000/- through Bank Draft/Pay Order along-with the Bidding Documents and EMD.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the bidder is advised to check it carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.6 The requirement of manpower is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or any other form Registered under law. Bidders in the form of

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- Proprietorship & Partnership are also permitted. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Registration:** The Bidder should be registered with the Income Tax Deptt., Employees Provident Fund Organization (EPFO), Employees State Insurance Corporation (ESIC), etc. and other related obligatory registrations as per law. The bidder shall get proper Labour Registration/License from Labour department *within 1st quarter* (three months) of receiving the supply order.
 - c. **Clearance/Affidavit:** The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department.
 - d. **Experience:** The Bidder should have experience in the similar field of providing manpower in similar services in the Govt./ Public Sector (Central or State) or reputed organization for the three years (minimum) within last five years.
 - e. **Turnover:** The Bidders should have an average **turnover of Rs.30 Lakh**, of any three years out of last five years.

2.1 DOCUMENTS SUPPORTING THE MINIMUM ELIGIBILITY CRITERIA

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Certificates of Incorporation issued by the respective Registrar of firms/Companies.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copies of PAN,GST, EPFO, ESIC, shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), the
 - (a) affidavit with self-declaration/undertaking duly attested by notary/executive magistrate shall be acceptable.
 - (b) Income Tax Returns of last three years shall be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of experience certificates of three years (minimum) within last five years for completed similar work / ongoing similar work issued by the Government Departments / PSUs/ reputed organizations shall be acceptable.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(e), Certified and attested copies of registered Chartered Accountant/ Banks for the three years for which turnover has been claimed, in support of criteria shall be accepted.

3. EARNEST MONEY DEPOSIT (EMD):

- 3.1 This bids should be accompanied by an EMD of **Rs. 30,000/-** (Thirty thousand only) in the form of Bank Guarantee/Demand Draft/FDRs of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 6 (six) months starting from the date of submission of the bids. The Bank Guarantee /

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Demand Draft shall be in favor of Temple officer Trust Baba Balak Nath Temple Deotsidh Distt. Hamirpur, HP.

- 3.2 The bids without Earnest Money shall be summarily rejected.
- 3.3 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of EMD
- 3.4 **EMD may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to sign the contract in accordance with the terms of the tender document
 - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

5 SUBMISSION OF BIDS

- 5.1 **The Bidder shall submit his/her bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly superscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscripted “ Technical and financial bids for sanitation/gardening/plumbing services.**
- 5.2 **Technical bid shall contain (i) letter of bid duly signed (ii) contact detail form-I (iii) EMD of minimum 30000/- in form of draft or bank guarantee in form-II (iv) checklist on preparation of bids in form-III (v) minimum eligibility criteria documents as per clause 2.1.**
- 5.3 **Financial bid envelope shall contain only financial bid in prescribed proforma duly filled and signed.**

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5.4 The Bid shall be submitted not later than **03.00 P.M of the last date of submission of the tender i.e.29/12/2020** addressed to The *Temple officer,Shri Sidh Baba Balak Nath Temple Trust Deotsidh distt. Hamirpur*, HP.

5.5 **Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.**

6. RIGHT OF ACCEPTANCE/REJECTION:

6.1 The *Deputy Commissioner -cum- Commissioner Temple/Chairman* reserves all rights to reject any without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Commissioner/Chairman (Competent Authority) in this regard shall be final and binding.

6.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

6.3 The competent authority reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

6.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the award shall be rejected straight way and the performance security shall be forfeited. The proceedings to declare the agency BLACK LISTED shall be initiated immediately.

6.5 The commissioner/Chairman Temple may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

7. RETURNING OF EMD

7.1 EMD of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned along with their unopened financial bids within thirty (30) days after opening of the eligible financial Bids.

7.2 EMD of the bidders other than Lowest one (L-1) and second lowest One (L-2) in the *financial bid evaluation stage* shall be returned within fifteen (15) days, on award of contract to the Successful bidder. The EMD of the L-2 shall be returned after one month of the signing of the agreement with L-1 bidder.

7.3 After opening the financial bids, if it is found by the competent authority that lowest quote is exorbitantly high, tender shall be cancelled and EMD shall be returned within a month after opening financial bids.

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SECTION-3

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT

1. The successful bidder within fifteen days of the acceptance of the LOA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 10% of the accepted annual contract value in favor of Temple Officer Trust Baba Balak Nath Temple Deotsidh Distt. Hamirpur HP. Validity of the performance security shall be 1.5 years on signing of the agreement.
2. The Bank Guarantee can be forfeited by order of the competent authority in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the competent authority sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined. On due performance and completion of the contract in all respects, the performance security Deposit will be returned to the contractor without any interest on presentation of an absolute "**No Dues Certificate**" in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the Client, which may have been issued to the contractor.

3. SIGNING OF CONTRACT AGREEMENT

- 3.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 3.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 3.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (02) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 3.4 The Chairman Temple or the Client or a person authorized by him shall sign the Contract agreement and return a copy of the same to the successful bidder.

4. SERVICES REQUIRED BY THE CLIENT

- 4.1 The Contractor shall be providing mentioned services in Client's premises as per the details given in section on **Special Conditions of Contract and Schedule of Requirements** or any other location as required by the Client.

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- 4.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.
- 4.3 The Contractor shall provide mentioned services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.
- 4.4 All the cleaning agents, detergents and other material/tools required for the performance of the mentioned work shall be arranged by contractor.

5. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

- 5.1 Submission of Performance Bank Guarantee
- 5.2 The Contractor shall commence manpower services in Client's premises within 07 days after signing of the agreement.

6. CONTRACTOR'S OBLIGATIONS

- 6.1 The Contractor shall provide mentioned services at Client's premises as per *Schedule of Work / Requirements* which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 6.2 The Contractor shall provide mentioned services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable.
- 6.3 The Contractor shall submit to Client the details of amount deposited on account of EPF in respect of the deployed personnel to the concerned authorities from time to time on monthly basis.
- 6.4 The Contractor shall produce to the client the details of payments of statutory benefits from time to time to its personnel on monthly basis.
- 6.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the Client, emergencies, exempted.
- 6.6 The Contractor shall cover its personnel for personal accident and death while performing the duty and the Client shall own no liability and obligation in this regard.

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- 6.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Mentioned Services in accordance with Schedule of Requirements.
- 6.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 6.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 6.10 The Contractor shall also provide at its own cost all benefits-statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 6.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.
- 6.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour etc. Proof of the same should be submitted by the Contractor quarterly.
- 6.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 6.14 Adequate supervision shall be provided by the contractor to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 6.15 All necessary reports and other information shall be supplied immediately as required and regular meetings monthly will be held with the Client.
- 6.16 The Contractor shall not employ any person below the age of 18 years old and above 55 years. Manpower so engaged shall have to be trained and experienced. Client shall have the right to check the suitability of the candidate for the given services.
- 6.17 Contractor's Personnel**
- 6.17.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client's Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

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6.17.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel

6.17.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

7. CONTRACTOR'S LIABILITY

7.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

8. CLIENT'S OBLIGATIONS

8.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide all the required facilities timely at the location(s) where the manpower Services are to be provided and are required to enable Contractor's employees to carry out the Services.

8.2 The Client shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

8.3 To enable the Contractor to provide the manpower services, the Client shall ensure that their staff is available to provide such assistance.

8.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employer's relationship with any of the workers of the Contractor.

9. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of **One year** from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the

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office of the Client. The initial period of one year can be further extended up to two years on yearly basis, subject to satisfactory services at the sole discretion of the office of the Client.

110. PAYMENTS

- 10.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the manpower services.
- 10.2 The prices in the Price Schedule shall include Minimum wages, EPF, administrative/service charges and all applicable taxes or any other applicable taxes as may be levied by the Government from time-to-time.
- 10.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month.
- 10.4 The administrative/service charges shall be valid for a period of three years. No price escalation, other than minimum wages revision and applicable taxes, shall be entertained by the Client during the period.
- 10.5 After expiry of the initial period of the Contract of one year and extended period of two years and if the Contract is further renewed by the Client, the Contractor shall claim increase in the Contract cost (with at-least three months in advance) only on account of increase in the minimum wages and applicable taxes, as and when increased by the Government.
- 10.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the *Price Schedule*.
- 10.7 All payments shall be made in Indian Currency by means of Demand Draft/RTGS.
- 10.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 10.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

11. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

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- 11.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 11.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, *if*:
- 11.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and uncashed.
- 11.2.2 The Contractor does not provide manpower services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
- 11.2.3 The Contractor goes bankrupt and becomes insolvent.

12. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

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

13. INSOLVENCY

- 13.1 The competent authority may at any time by giving notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events, that is to say: -
- (i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
 - (ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
 - (iii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the

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client and provided also that the contractor shall be liable to pay the client for any extra expenditure, he is thereby put to but shall not be entitled to any gain.

14. CURRENCIES OF BID AND PAYMENTS

14.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

15. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

15.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties.

15.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Distt. Hamirpur.

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SECTION-4

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACTOR

The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 2 and General Conditions of the Contract (GCC) as contained in Section 3.

1. INDEMNIFICATION:

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

2. LABOUR LAW COMPLIANCES

2.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

- (a) Wages, EPF etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- (b) It is mandatory that the employees must be paid through bank/cheques only.

2.2 The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF contributions in respect of their deployed staff shall be submitted by the Contractor to Client every month along-with the bill.

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The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

- 2.3** The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 2.4** The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past „or“ may arise during the course of performance of contract.
- 2.5** The Contractor shall submit periodical returns as may be specified from time to time.

3. OFFICIAL RECORDS:

3.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as contract labour Act, ESI, PF etc. in respect of all the staff deployed in Client's office.

3.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.

3.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate and copy of authentic document that the same have been deposited with EPFO Commissioners.

3.4 Each monthly bill must accompany the:

- (a) List of employees with their date of engagement(attendance report)
- (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with the benefit EPF.
- (c) Copies of authenticated documents of payments of such contributions to EPFO. (d)Declaration of the Contractor regarding compliance of EPF rules.

3.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

3.6 Character verification from the police/gram panchyat of all the personnel shall be the responsibility of contractor and such verification shall be submitted in the office of client by the contractor.

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SECTION-5

SCHEDULE OF WORKS/ REQUIREMENTS

1. GENERAL INSTRUCTIONS

- 1.1 The Contractor shall deploy all manpower at the Client facility in the manner and as per the instructions of the Client.
- 1.1 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related manpower requirements.
- 1.2 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the Client, emergencies, exempted.
- 1.4 The Contractor shall cover its personnel for personal accident and/ or death (with insurance) while performing the duty.
- 1.5 The Contractor shall exercise adequate supervision to ensure proper performance of Manpower Services in accordance with the requirements.
- 1.6 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.7 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.8 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.

2. SUPERVISION

- 2.1 The Contractor shall ensure that all the duties as may be assigned are performed in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- 2.2 The Contractor shall ensure that all statutory / mandatory requirements related to wages disbursements or related to deposition of EPF or the taxes with concerned authorities are fulfilled.
- 2.3 The Contractor shall also ensure that one sanitation worker (among 10) shall perform the duty of **supervisor** (in addition to his own duty) so as to maintain the building to the entire satisfaction of the institute. He/She must be able to watch and supervise the work and to test and examine /

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maintain record of materials to be used. He/She must ensure the maintenance of performance standards and periodicity of cleaning.

3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER

3.1 The tentative requirements of manpower shall be as under:

Category	Tentative Requirement of Manpower		
	Sanitation		
Male Workers	10		
During Chatr Mela or any other occasion the strength may be increased as per the approval of Temple Commissioner/Chairman			

4. PENALTIES

- 4.1 The Contractor shall disburse minimum wages to its deployed manpower, latest by 5TH of every month, failing which **penalty of Rs.200/- per day** will be imposed up-to 15th of the month and thereafter contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be uncashed. The Client will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- 4.2 Whenever and wherever it is found that the assigned work is not performed up-to the entire satisfaction of the Client, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, **penalty of Rs.1000/- per day per complaint** will be imposed by invoking penalty clause.
- 4.3 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower. If the required number of workers are less than specified number as mentioned in the contract, a **penalty of Rs.500/- per absentee per day** shall be deducted from the bill(s).
- 4.4 In case the Contractor fails to fulfil the minimum statutory requirements (EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 4.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

5. SCOPE OF WORK

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- 5.1 *Client will provide standard and clean liveries to the contractor* for further distribution to contractor's employees with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 5.2 The Contractor must provide salary slips (each month), EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 5.3 Contractor must employ adult and skilled personnel only. Employment of child labor shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client's premises after **Proper Character and Police Verification** and impose any conditions as per prevailing contractual labor laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 5.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 5.5 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 5.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 5.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 5.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- 5.10 The payment to the employees shall be disbursed by the contractor through RTGS as per payment schedule and the copy of disbursement be attached with the payment invoice of the contractor.

6. Scope of work for Sanitation:

Sanitation, cleaning services should be provided round the clock on all days including holidays in the premises of Temple

- 6.1) Cleaning sweeping, mopping with disinfectant stair cases, entry gate, canteens. .It also includes cutting of grass, bushes, collection of dry leaves, cleaning of all open as well as

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close drains and cleaning of public area and any other related sanitation work assigned to them by the institute, at regular intervals on daily basis.

The Contractor shall adhere to the following schedule for proper sanitation of campus premises :

SITE VISIT

Any site information / schedule of works given in this tender document are for guidance only. The tenderer is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract. The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

Sr. No	Description of Work	
1	Providing and applying grooming and wet mopping from <ol style="list-style-type: none"> 1. Sarai No 9 to langer Ground. 2. Cleaning of bushes of hillside. 3. Path of Canteen No.1 to main mandir. Main Mandir to Lower Bazar,Police Chowki and Path leads to Toilets. 4. Cleaning of hill side up and down situated with Tiyala 	
2.	Cleaning of bushes (<i>Jhaaris</i>) on hill side and applying grooming and wet mopping on Path and road from <ol style="list-style-type: none"> 1. Canteen No. 1 to PWD Rest House both side of road and hillside 2. Residence of Temple officer and Canteen No 1 to Charan padooka till PWD Rest house. 3. PWD Rest House to Canteen No 2 and path leads to Old Bus Stand. 4. Bus stand and adjoining hill side 5. Canteen No 2 to Tiyala(<i>Peepal</i>). 6. PWD Rest House to Barrier No.2 & further Barrier No2 to Buststand 7. Ludhiana Sarai to Baba Balak Nath <i>Babdi</i> 8. Rooms of Sarai 9. Washing of main temple & stairs Canteen No 1, Gate No 5, Bakra Sathal to police chowki via canteen No.2 10. The services of engaged employee can be taken in the institutions as run by the Trust and any other works be assigned to them by the authority. 	
3	Cleanliness of permanent toilets and temporary toilets and bathrooms' near bus stand as run by Temple Trust	
4	Garbage Removal: Collecting and picking up garbage and bio garbage waste and dispose it at the site mark by the Temple Trust.	
5	Cleaning from Bus stand to Rain Shelter at the border of Distt. Bilaspur	

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SECTION-6

PRICE SCHEDULE

FINANCIAL BID

Detail of monthly charges to be claimed (in Rupees)

1. Minimum wages as per HP Govt.
2. EPF Share(Employers share) of min. wages.
3. GST, Service Tax and Other obligatory contributions, Taxes etc. if applicable

(01) Category	(02) Minimum wages per worker per month as per HP Govt. (total)	(03) EPF Share(Employers share)* (02)	(04) Total (02+03)	(05) GST @		Administrative /Service charge per month (% of 04) Amount Rs. in Figure & words	(06) Total cost to be charged per month (04+05)
				%	%		
Sanitation workers(10)	Rs. 8250.00x1 (8250/-) @275/-						
	Total= 8250-00						

***Note:** Employees contribution of EPF shall be deducted from the salary of employees and the same along with employers contribution of EPF will be deposited by the contractor in their respective EPF accounts.

- (i) All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rates and amount is written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection. And the Admin/service charge should not be zero.
- (ii) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
- (iii) Prices shall be valid for a period of one year. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum wages accordingly to the Client, which shall be considered and agreed, if found reasonable by the Client.

Seal and Signature of the Authorized Signatory

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SECTION-7

FORMS

FORM-I: CONTACT DETAILS FORM

FORMS-II: BID SECURITY FORM
(To be used for EMD in case submitted by Bank Guarantee)

FORM -III: CHECK LIST

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FORM-I
CONTACT DETAILS FORM
GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY
2. NAME AND DESIGNATION OF
AUTHORISED REPRESENTATIVE
3. COMMUNICATION ADDRESS
4. PHONE NO./MOBILE NO.
5. FAX
6. E-MAIL I.D.

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON
2. DESIGNATION
3. PHONE NO.
4. MOBILE NO.
5. E-MAIL I.D.

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
4. I/We give the rights to the competent authority of the Office of the Chairman Shri Sidh Baba Balak Nath Temple Trust Deotsidh Distt. Hamirpur.to forfeit the Earnest Money/Security money deposit in case of breach of conditions of Contract.
5. I hereby undertake to provide the manpower services as per the directions given in the tender document/contract agreement.

Date :-
Place:-

Signature of the Authorized Signatory

Designation :

(Office seal of the Bidder)

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FORM-II
BID, SECURITY FORM
(To be used for EMD in case submitted by Bank Guarantee)

No.....

Date.....

To

The Temple Officer
Shri Sidh Baba Balak Nath Temple Trust
Deotsidh Distt. Hamirpur HP.

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for providing sanitation vide Tender No. **dated.....**WEof having our registered office at

(Hereinafter called „the Bank”) are bound unto The Owner in the sum of Rs. _____ for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the owner having to substantiate its demand, provided that in its demand the Owner will justify the demand of the amount claimed by it, due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. of Branch
Fax No. of Branch

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FORM-III
CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO	Page No.
1.	Have you filled in and signed the Contact Details Form?		
2.	Have you read and understood various conditions of the Contract and shall abide by them?		
TECHNICAL BID			
3.	Have you enclosed the Tender Document Fee of Rs. 1,000/- (One thousand only) in the Technical Bid ?		
4.	Have you enclosed the EMD of Rs. 30,000/- (Thirty thousand only) in the Technical Bid?		
5.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?		
6.	Have you attached proof of having met the following minimum eligibility criteria?		
6.1	Legal Valid Entity: Have you attached attested Certificate issued by the Registrar of firms / Companies?		
6.2	Registration with Government Bodies like Income Tax and GST, ESI, EPF, have you attached a Registration copy of each of the certificate?		
6.3	Three years attached clearance certificate from sales/service or income tax department OR Affidavit.		
6.4	Experience: Have you attached the attested experience certificates issued by the Organizations / Government Depts. of the last three years?		
6.5	Financial Capacity: Have you attached Turn Over certificate issued by registered Chartered Accountant?		
7.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?		
8.	Have your Technical Bid been packed as per the requirements of the Tender and super scribed as "Technical bid"?		
FINANCIAL BID			
9.	Is your financial Bid proposal is duly filled, sealed and signed on all pages?		
10.	Have you quoted prices against each of the categories?		
11.	Have your financial bid been packed as per Tender conditions and super scribed as "Financial bid"?		

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