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## National Law University and Judicial Academy, Assam

(Established by Assam Act No. XXV of 2009)

No.: NLUJAA/ADMIN/F/HKS/2021/56/501

Date: 10/03/2022

#### NOTICE INVITING TENDER FOR HOUSEKEEPING SERVICES

Quotations are hereby invited from experienced firms/agencies for providing Housekeeping Services in National Law University and Judicial Academy, Assam at Amingaon, Guwahati. Interested firms/agencies can download this document from www.nluassam.ac.in and submit their offers in the given format, duly filled and signed with required enclosures and documents. The tender is to be submitted in a sealed envelope, bearing the superscription "Tender for providing Housekeeping Services to National Law University and Judicial Academy, Assam at Amingaon, Guwahati", addressed to the Registrar, National Law University and Judicial Academy, Assam, Hajo Road, Amingaon, Guwahati, Assam-781031.

Last Date for submission of tender: 24-03-2022 by 01:00 PM.

Tender will be opened on the same day at 01:30 PM

Place of submission 3<sup>rd</sup> Floor, Administrative Block, NLUJA, Assam Campus, Amingaon, Guwahati-781031. The tenderers or their authorized agents may remain present at the time of opening of the tender on 24-03-2022 at 01:30 PM.

Registrar

## CHECK-LIST FOR PRE-QUALIFICATION BID FOR HOUSE KEEPING SERVICES

SI. No	Documents to be submitted	Page number at which document is placed
1.	Tender Fee of Rs. 1,000/- in the form of DD (Non-refundable)	
2.	Earnest Money Deposit (EMD) Rs. 25,000/- in the form of DD	
3.	Self-attested copy of the PAN Card, Trade License and Income- Tax Return of the last three financial year.	
4.	Self-attested copy of GST Registration	
5.	Self-attested copy of valid Provident Fund Registration	
6.	Self-attested copy of valid ESI Registration No.	
7.	Self-attested copy of valid Registration Number of the firm/agency.	
8.	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970	
9.	Proof of valid DGR sponsorship or proof of being run by Ex- Servicemen/ Ex-Paramilitary man (as applicable)	
10.	Experience Certificate of last three years	
11.	Satisfactory Performance Certificates from institute/organization engaged with	
12.	Proof of having License under Private Agencies (Regulation) Act. 2005	
13.	Any other documents, if required	1000

Name :	
Address :	
Mobile/Telephone No.:	
Email ID:	

Signature of Bidder/Tender:

## NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM TENDER DOCUMENT FOR HOUSEKEEPING SERVICES TERMS AND CONDITIONS OF CONTRACT

#### SCOPE OF WORK:

National Law University and Judicial Academy, Assam (NLUJAA) comprises of five storey Administrative Building, five storey Academic Building, four storey Library Building, six storey Girls Hostel and a six storey Boys Hostel. Housekeeping Services is required for maintenance and upkeep of the above mentioned buildings of the University. Details of buildings for housekeeping service as required, is provided hereunder:-

- A. Administrative Building (Ground to Fourth Floor)
- B. Academic Building (Ground to Fourth Floor)
- C. Library Building (Ground to Third Floor)
- D. Girls Hostel (Ground to Fifth Floor, including Canteen, Dinning Hall, Common Area, Gymnasium and Seminar Hall etc.)
- E. Boys Hostel (Ground to Fifth Floor, including Canteen, Dinning Hall, Common Area, Gymnasium and Seminar Hall etc.)
- F. Main Gate Area, Common Area of all the aforesaid buildings etc.
- G. Campus of NLUJA, Assam

#### 1. HOUSE KEEPING

Complete housekeeping and maintenance of all the premises, as mentioned above, to be provided by the housekeeping staff, as per requisite norms specified hereunder:

- 1.1 Weekly application of liquid disinfectant and other pest control measures to exterminate mosquito/ cockroach/ termite, as and when required.
- 1.2 Complete cleaning, sweeping and mopping of Academic Building, Administrative Building, Hostels, Common Areas, Reception Passage and Open Areas.
- 1.3 General cleaning, including cleaning of toilets with liquid disinfectant / Dettol round the clock and providing air freshener and naphthalene balls twice daily.
- 1.4 Dusting, cleaning and brushing of furniture, carpets, widows & doors as well as vacuum cleaning on daily basis.
- 1.5 Collection and carrying of sweeping garbage and kitchen wastes daily and dumping the same at a place designated by NLUJA, Assam.
- 1.6 Polishing of entire tiled and marble areas of all University's buildings

#### 2. CONTRACT PERIOD:

Contract for rendering housekeeping services in NLUJA, Assam, will be for the financial year 2022-23 (one year), which may be further extended on the basis of performance. Extension of contract period, would be based on satisfactory performance, and is a prerogative of the University. The service provider cannot make any claim with respect to the same.

#### 3. WORKFORCE DEPLOYMENT AND OFFICE MANAGEMENT

The contractor has to deploy the following workforce everyday, including Sundays and Holidays.

#### Workforce:

- a) 05 workers in Boys' Hostel
- b) 05 workers in Girls' Hostel
- c) 02 workers in VC's Residence cum Guest House

- d) 05 workers in the Administrative Block
- e) 05 workers in Academic Block
- f) 04 workers in Library Building
- g) 01 Supervisor
- h) 05 Sweepers
- 3.1 In case, the number of workers engaged on any day is found to be less than the aforesaid requirement, proportionate deductions will be made from the monthly bill. NLUJA, Assam In-Charge, House Keeping will maintain monthly record of biometric attendance for the purpose, which will be submitted along with the monthly bill. In case of special events/official functions, the contractor shall arrange for additional workforce if required and instructed by authority so as to see that no inconvenience is caused during the special events/ official functions.
- 3.2 The Contractor or his authorized representative shall employ only adult labourers / workers for this work and those staff acceptable to NLUJA, Assam, as per Govt. rules, applicable from time to time. Before engagement, the Contractor shall, at his cost, get all the workers engaged by him, medically examined as directed by NLUJA, Assam and get their fitness certificate which will be duly submitted to the NLUJA, Assam-In-charge, House Keeping for records.
- 3.3 The contractor shall recruit labourers/workers for the contract at his/her own risk. It is to be clearly understood by the contractor that the contract is purely a commercial engagement and outsource of service and is not an employment. There will be no employer-employee relationship between the National Law University and Judicial Academy, Assam and the contractor's employees. The contractor's staff shall not be treated as NLUJA, Assam staff for any purpose, whatsoever, and facility/benefits applicable to NLUJA, Assam staff will not be applicable to contractor's employees. Immediately on termination of this contract, the contractor shall be obliged to withdraw all his employees from the said premises of the work. Any dispute connected with the contractor's staff shall be settled by the contractor at his own cost and risk.
- 3.4 Prospective bidders should have their registered office at Kamrup/Kamrup (Metro).
- 3.5 The rate of service shall remain constant during contract period.
- 3.6 No accommodation will be provided to the contractor or his employees by the University.
- 3.7 The contractor shall be responsible for fulfilling the requirement of all the statutory provisions with regard to engagement of labourers.
- 3.8 The contractor shall be responsible for his employees to ensure that his employees comply with University Regulation & Code of conduct.

#### 4. OTHER TERMS AND CONDITIONS

- 4.1 The contractor will have to provide and maintain the following tools and equipment's for satisfactory day to day housekeeping of the University:
  - a) Floor Polishing Machine and
  - b) Vacuum Cleaner
- 4.2 Interested parties are requested to submit the technical bid and the financial bid separately. The bids in sealed envelope-I containing "Technical Bid" and sealed envelope-II containing "Financial Bid" should be placed in a third sealed bearing superscription "Tender for Housekeeping Services" duly indicating "Tender number and date" The same should reach the office of the Registrar, NLUJA, Assam, on or before 24-03-2022, 01:00 PM along with demand draft.
- 4.3 Earnest Money Deposit (EMD) of Rs. 25,000/- should be submitted along with the Technical bid document. The EMD shall be paid in the form of Demand Draft in favour of Registrar, National Law University and Judicial Academy, Assam, payable at Guwahati. Technical Bid not submitted alongwith requisite EMD shall be deemed to be invalid and will be rejected by the University. The amount of EMD shall not carry any interest.

- 4.4 The successful bidder shall furnish a Performance Security for an amount equal to 5% of the yearly awarded value, within 15 calendar days from the date of issue of contract offer in the form of demand draft in favour of National Law University and Judicial Academy, Assam. The amount of performance security shall not carry any interest.
- 4.5 EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Security and EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.
- 4.6 In case the Contractor wants to discontinue the contract for any reason, before completion of the contract period, the Contractor shall give 3 months advance notice to NLUJA, Assam. Similarly, if NLUJA, Assam wants to discontinue the Contractor for any reasons, it shall give one-month advance notice to the contractor. However, in case of any negative report found contract shall be terminated by University without any prior notice.
- 4.7 The rates for housekeeping services shall remain fixed during the period of the contract.
- 4.8 The contractor shall not appoint any sub-contractor for the work assigned to him.
- 4.9 In case furniture/ furnishing of the University are damaged due to misuse by the contractor or his employees, except normal wear and tear, he will be liable to get the same exchanged/repaired at his cost, failing which the same would be got done by NLUAA and the cost will be debited to the contractor. The contactor shall be responsible for various items provided in the buildings including electrical and electronic items. In case, NLUJA, Assam suffers any loss, of whatever nature, on account of the contractor or his staff negligence of /non-compliance with security/safety regulations/ instructions, the contractor shall be liable to bear all such losses, as may be determined by NLUJA, Assam at its sole discretion and NLUJA, Assam shall have the right to recover all such losses from the monthly bill/dues payable to the contractor.
- 4.10 In case of absence from duty, by any resource engaged, the firm shall provide substitute immediately, the same day without any gap.
- 4.11 Punctuality is to be strictly observed.
- 4.12 Late attendance/ early departure without permission will not be permitted. Proportionate deduction form wages will be made for late attendance & early departure.
- 4.13 The Contractor shall also arrange for police verification of all the employees to be deployed by the same and submit such verification report to NLUJA, Assam. No person having adverse antecedents should be permitted to be deployed.
- 4.14 The agency shall not replace any resources at random. This shall be done with the prior approval of the Authority of NLUJA, Assam.
- 4.15 National Law University and Judicial Academy, Assam would not in any manner be responsible for any act of omission or commission of the resources engaged by the engaged Firm/Company/Agency and no liability in this respect will lie with the NLUJA, Assam including any eventuality resulting in any mishap.
- 4.16 The Firm/company/ agency shall be responsible for securing a Third Party Insurance Policy to protect and cover all types of accident and injuries to any person while working with NLUJA, Assam. The National Law University and Judicial Academy, Assam shall not be liable for any accident/ injuries to any person engaged by the agency within the premises or outside of the NLUJA, Assam campus, arising out of the acts committed by the Firm/company/ agency or his staff.
- 4.17 The engaged Firm/Company/ Agency, as when called upon by the Authority of the National Law University and Judicial academy, Assam shall expeditiously respond.
- 4.18 The National Law University and Judicial Academy, Assam reserves the right to withdraw/ relax any of the terms and conditions mentioned above and/ or issue any fresh instruction

so as to overcome any problem that may arise at later stage.

#### 5. PAYMENT TERMS

- 5.1 Payment of the housekeeping bill will be made through NEFT/RTGS every month within 15 days of the receipt of the same. Bank details, i.e., Account No., Name of Bank, IFSC code, Address of bank, nature of account etc. are to be provided. However, payment to the housekeeping workers should be made on the first week of every month irrespective of bill payment by University.
- 5.2 The Contractor will submit monthly bill on or before 1<sup>st</sup> day of each month along with the following documents:
  - (a) Documentary proof of having paid wages to the employees.
  - (b) Documentary proof of having paid EPF and ESI contribution of the employees.
  - (c) Attendance sheet duly signed by the Officer-in-charge, NLUJA, Assam.
  - (d) Bill for housekeeping duly signed by Officer-in-charge, NLU JA, Assam.
- 5.3 Income tax and GST will be deducted from housekeeping bills as per relevant rules applicable from time to time.
- 5.4 If the contractor fails to provide proper service as agreed upon or neglects to comply with any directions given to him, competent authority of NLUJA, Assam may terminate the contract and security deposit by the contractor will be forfeited. Further, it may also be noted that in case the party does not turn up to take-up the daily work or any assigned work, the work will be entrusted to any other party at the cost of the contractor. And in such cases no bill payment will be made for the current month or the cost will be adjusted with the security deposit and fixed security deposit against equipment etc. placed with the NLUJA, Assam.
- 5.5 The contractor's personnel will not engage themselves in any business activities in the premises of the NLUJA, Assam.
- 5.6 The contractor is required to provide a list of all his employees with particulars in a prescribed format to be provided in advance to Authority, NLUJA, Assam, and submit an extract of the same along with the monthly bill. For day-to-day maintenance the Contractor/his personnel staff shall report to the In-Charge NLUJA, Assam.
- 5.7 The Registrar, NLUJA, Assam or his authorized representative reserves the right to enter into a parallel contract with any other party as and when considered necessary during the currency of the contract. If the contractor fails at any time to render satisfactory services under this contract, in the opinion of the Registrar, NLUJA, Assam, whose decision shall be final and binding on the contractor, he/she may at his/her option get the work done by other parties at contractor's risk and cost. In such an event, the contractor is liable to reimburse the loss/extra expenditure incurred to the Registrar, NLUJA, Assam on account of the aforesaid.

#### 6. JURISDICTION

The courts of law situated in Guwahati alone shall have jurisdiction to adjudicate on dispute arising out of this contract.

#### 7. GENERAL

- 7.1. If the above conditions are satisfactory and acceptable, eligible & interested bidders shall submit the technical bid and financial bid for housekeeping services in the prescribed format.
- 7.2. The bidder prior to submission of does, may inspect the site at NLUJA, Assam Complex, Hajo Road, Amingaon, Guwahati.

#### 8. ELIGIBILITY CRITERIA

- 8.1. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate Body legally constituted possessing the required licenses, registrations etc. as per law valid at least for 12 months, from the date of the opening of tender.
- 8.2 The bidder shall have minimum 03 (three) years experience of providing Housekeeping Services in Academic Institutions/Govt. organizations.
- 8.3 Having successfully completed or running minimum one similar housekeeping service, of value not less than Rs. 6.00 lakhs.
- 8.4 The bidder should ideally possess experience of heaving provided housekeeping service to educational institutes.
- 8.5 Average Financial Turnover during the last 3 years, ending **31**<sup>st</sup> **March 2021** should be at least Rs. 20.00 lakhs per year. Documentary evidence to be provided thereof **duly attested by Chartered Accountant.**
- 8.6 There should be no case pending with the police/court of law against the Proprietor/ Firm / partner or the Company (Agency).
- 8.7 The bidder shall possess the following documents and details of the same be provided in the Technical Bid:
  - (a) Valid License, issued by Labour Commissioner, Govt. of India/Govt. of Assam.
  - (b) GST Registration.
  - (c) Latest record of income tax returns and Permanent Account Number allotted by Income tax Department.
  - (d) Relevant trade license or registration Certificate.

### TENDER FORM FOR PROVIDING HOUSEKEEPING SERVICES

1.	Cost of tender	: Rs 1,000/-		Affix duly Attested P.P. Size recent
2.	EMD	: Rs. 25,000/-		photograph of the prospective
3.	Submission date of tender	:		Bidder
4.	Names, Address of Firm/Agend	cy and Telephone	e numbers:	
5.	Registration No. of the Firm/A	gency :		
6.	Name, Designation, Address at Authorized Person of Firm/Ag			
7.	Please specify as to whether Te Proprietor / Partnership Firm	enderer is sole		
8.	Pl. specify Name, Address and Directors/Partners	Telephone No.	of	
9.	Copy of PAN Card issued by I Copy of previous Financial Ye			
10	. Provident Fund Account No.			
11	. ESI Number			
12	. License Number under Contract Labour (R&A) Act, 1	970		
13	Documentary proof of having License under Private Security (Regulation) Act, 2005	Agencies		
14	. Any other information:			
15	. Declaration by the bidder: This is to certify that I/ We be			

(Signature of the Bidder) Name and Address (With seal)

## DECLARATION FOR PROVIDING HOUSE KEEPING SERVICE AT NLUJA, ASSAM

Date:		 	 							

To.

The Registrar, NLUJA, Assam Amingaon, Guwahati-781031

Ref: Invitation for Bid in respect of Advertisement dated.....

We, the undersigned declare that:

- 1. We have examined and have no reservation of Bidding Documents.
- 2. We offer to execute in conformity with the Bidding Documents for "House Keeping Service Contract" for National Law University and Judicial Academy, Assam.
- 3. Our bid shall be valid for a period of 15 (fifteen) days form the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and shall be 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 India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/ laps 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 that the National Law University and Judicial Academy, Assam is not bound to accept highest ranked bid/lowest bid or any other bid that the National Law University and Judicial Academy, Assam may receive.

Yours sincerely,

Authorized Signatory Full Name and Designation with seal

## PROFORMA FOR FINANCIAL BID (on letter head) (House Keeping Services)

To be filled by	the Bidder:
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Supply of Human resource on Contractual basis for Housekeeping service:

SI. No.	Category	Quoted Rate of Monthly Wages (Per Head)
1	Supervisor	
2	Cleaning Worker & Sweeper	

#### NB:

- 1. Quoted rate of Monthly Wages are inclusive of GST/Taxes, contribution to EPF/ESIC etc. and any other allowances.
- 2. Rate should be quoted as per Govt. of Assam latest notification issued by Labour Welfare Department.
- 3. Break-up of the quoted rate to be submitted in the prescribed format enclosed herewith as **Annexure A**
- 4. Minimum Service Charge @5% on basic wages.

Signature of the Bidder with Seal and Address

	DETAILS BREAK-UP OF QUOTED RATE								
CATEGORY	AMOUNT QUOTED PER MONTH (BASIC WAGES)	EPF EMPLOYER CONTRIBUTION & ADMIN CHARGES @%	ESIC @%	OTHER ALLOWAN CES	SUB TOTAL	** SERVICE CHARGE @% ON BASIC WAGES	TOTAL AMOUNT	GST @18% ON TOTAL AMOUNT	GRAND TOTAL
Supervisor									
Cleaning Worker & Sweeper									

<sup>\*\*</sup> Minimum Service Charge @5% (Service Charge to be calculated on Basic Wages.)

NET SALARY OF SUPERVISOR	RS.	
NET SALARY OF CLEANING WORKER & SWEEPER	RS.	
EPF CONTRIBUTION PER MONTH AGAINST SUPERVISOR		
(EMPLOYEE AND EMPLOYER CONTRIBUTION EXCLUDING	RS.	
ADMIN. CHARGE)		
EPF CONTRIBUTION PER MONTH AGAINST CLEANING		
WORKER & SWEEPER (EMPLOYEE AND EMPLOYER	RS.	
CONTRIBUTION EXCLUDING ADMIN. CHARGE)		