



राष्ट्रीय विधि संस्थान विश्वविद्यालय, भोपाल
National Law Institute University, Bhopal

NIT No.: NLIU/HOUSEKEEPING-NIT/FEB-03

Tender Document

For

Providing services of cleaning, sweeping & up-keeping by providing manpower, material, T&P and Disposal of Garbage at NLIU Bhopal.

Registrar





National Law Institute University, Bhopal

INDEX

| Sl. No. | Descriptions | |
|---------|---|---|
| 1. | Index | |
| 2. | Schedule of tender | |
| 3. | Documents to be uploaded. | |
| 4. | Notice Inviting e-tenders | |
| 5. | Section - I | Undertaking from the bidder |
| 6. | Section - II | Terms and conditions for providing housekeeping / security services. |
| 7. | Section - III Annexure-I Annexure-II | <ul style="list-style-type: none">• Scope of work.• List of minimum requirements of equipment, tools, tackles & rate of recovery in case of short supply.• Schedule of Quantities: Consumable Material.• List of approved makes of consumables.• List of approved makes of non-consumables.• Technical Specification of Housekeeping machine |
| 8 | Technical Documents to be furnish by bidder as mentioned. | |
| | Annexure-III Annexure-IV | Statutory compliances: Housekeeping staff deployment sheet: |
| 9.1 | | Letter of Transmittal |
| 9.2 | Form '1' | Financial information. |
| 9.3 | Form '2' | Certificate of Form for Certificate of Net worth from Chartered Accountant. |
| 9.4 | Form '3' | Performance report of works. |
| 9.5 | Form '4' | Details of all works of similar nature completed during the last 5 (five) years. |
| 9.6 | Form '5' | Certificate and declaration: non-blacklisting of firm. |
| 9.7 | Form '6' | Integrity Agreement |
| 9.8 | Form '7' | Format for undertaking for site inspection. |
| 9.9 | Form '8' | Undertaking for GST registration Certificate of the State i.e. other than Madhya Pradesh. |
| 10.0 | | Draft Agreement |



Registrar
NLIU Bhopal

The details of the tender are given below:

| | |
|--|---|
| Tender No | NLIU/HOUSEKEEPING-NIT/FEB-03 |
| Type of Tender | Open Tender |
| Description of Work/Services | Providing services of cleaning, sweeping & up-keeping by providing manpower, material, T&P and Disposal of Garbage at NLIU Bhopal |
| Earnest Money Deposit | Rs.1,60,000/- (Rupees One Lacs Sixty Thousand Only). |
| Tender Available Date and time of start | 25.03.2023 |
| Date of pre bid meeting (online / offline) (will be held in the O/o Registrar, NLIU Bhopal Kerwa Dam Road, Bhopal – 462 044) | 05.04.2023 in the O/o Registrar NLIU, at 11:00 AM. |
| Closing Date and Time of Bid Submission. | 20.04.2023, Upto 15:00 Hour |
| Bid Validity | 90 Days. |
| Tender Fee | Rs.1000/-(One Thousand Only).+ GST. |
| Performance Guarantee/Bank Guarantee | Rs.4,00,000/ -(Four lacs Only). |
| Correspondence Address | Assistant Registrar (Admin.), NLIU Bhopal Tel. No. 0755-269 6965 Email: ara@nliu.ac.in |





राष्ट्रीय विधि संस्थान विश्वविद्यालय भोपाल

No.: NLIU/HOUSEKEEPING-NIT/FEB-03

Estimated Cost of the work: Rs. 80,00,000/-

Notice Inviting e-tenders

Name of work: Providing services of cleaning, sweeping & up-keeping by providing manpower, material, T&P and disposal of garbage at NLIU Bhopal.

The Registrar, on behalf of University, invites **e-tender** from reputed and highly professional **Housekeeping and cleaning agencies** with nationwide presence, for providing housekeeping and cleaning services for NLIU Bhopal. The contract initially will be for a period of one year from the date of start of work and can be extended by accepting authority for further period of max. one year if suits to both the parties on the same terms, conditions, and percentage rate on satisfactory performance of the agency. The potential bidders may visit www.nliu.ac.in/tenders or www.mptenders.gov.in for complete details of tender. The Tender is to be online submitted on www.mptenders.gov.in.

The agencies who fulfill the following requirements shall be eligible to apply:

1. Registration of firm for providing housekeeping and cleaning services.
2. Registration under EPF, ESI and GST etc.
3. Should have been in providing housekeeping services continuously during the preceding 05 years.
4. Should have main office/regional offices/branch office at Bhopal.
5. Should have completed satisfactorily three *similar(cleaning & housekeeping) works each of value not less than **Rs. 32.0 Lacs** or completed two *similar works each of value not less than **Rs. 48.0 Lacs** or completed one *similar work of value not less than **Rs. 64.0 Lacs**. In case of execution period is more than 12 months, proportionate cost of works for 12 months period shall be considered.
6. Average annual turnover during the preceding five years should not be less than **Rs. 40.0 Lacs from** housekeeping and cleaning services.
7. Housekeeping agency/firm/company whose contract/work order has been terminated due to unsatisfactory performance and/or default in payment of statutory liabilities on time, are debarred from participating in this tender.
8. Agency/Firm/Company should not be blacklisted by the institute/department where they have worked since last 05 years.
9. Further, if any agency fails to complete the work satisfactorily after award, they shall be debarred for 3 years for tendering in this institute from the date of such backing out / termination.

The bidders are requested to give detailed tender in two parts, i.e.

Part-I : Technical bid.



Part-II: Financial bid.

Detailed procedure for submission of bids/offers is given here under:

I. Technical bid

- (a) Provide complete information in Annexures. This part of the tender shall contain Agency/Firm/company profile and commercial terms & conditions of contract for the supplies to be made and services to be rendered.
- (b) Submission of compliance sheet as per the annexures is essential part of Techno-commercial Bid. If there is any deviation in specifications of material/items, record with complete details. Attach separate sheets wherever required. The Institute reserves the right to decide on such deviation(s).
- (c) The technical offer should not contain any price information.

II. Financial Bid

- (a) **The price bid shall contain percentage rates on a/c of service charges i/c contractors' profit & overheads over & above the cost incurred on account of manpower, hire charge of T&P, uniform etc., disposal of garbage to the approved Municipal dumping ground.**
- (b) **The cost of consumable items be mentioned in rupees and it should be including of GST. The bidder must visit the campus so that they can evaluate the cost of consumable items and quote amount accordingly in the price bid.**
- (c) **Agency should carefully consider all statutory liabilities and quote rates accordingly. The University reserve the right to reject any bid if rates quoted are absurd or found not workable .**

1. Contact for information:

- (a) For any enquiry for commercial terms and conditions:
Assistant Registrar, NLIU, Bhopal
Kerwa Dam Road, Bhopal-462 044.
Tel: + **91-755-2696965/970**
Email: registrar@nliu.ac.in

2. Submission of bids:

- (a) Bid must be submitted only through e-tendering mode on the portal www.mptenders.gov.in .
- (b) Bid submission through any other mode will not be accepted.
- (c) The intending bidder must upload the acknowledgement of e-payment of EMD in favour of "NLIU Bhopal" while submitting his bid through e-tendering on or before the closing time and date of online tender and upload the copies of thereof on the website. NLIU Bhopal will not be responsible for any postal delay or delivery at wrong address. The tenderers / bidders, whose declaration of EMD is not received in time, are liable to be rejected as per the decision of the tender inviting authority.
- (e) Bidder shall provide duly signed certificate as enclosed at **FORM-05** technical bid.
- (f) Completely filled up **Integrity Pact** placed at **FORM-06** is to be enclosed. The submission of bid in response to this NIT shall be deemed to follow all terms and conditions of the tender including integrity agreement by the bidder.

Time and date of opening technical bid be as per NIT / Corrigendum issued time to time.



Opening of part-II (Financial bid) will be intimated on website www.mptender.gov.in 24 hours in advance of opening of the price bid(s) to technically qualified tenderers after scrutiny of technical part. The bidder has to carefully the percentage rate and amount of consumable items on the financial sheet uploaded on the portal.

- 3 At any time, prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.

The amendments, if any, shall be notified on the website(s) and these amendments will be binding on them. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Institute may, at its discretion, extend the deadline for the submission of bids suitably.

- 4 Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:

- a) A sole proprietor of the firm or constituted attorney of sole proprietor.
- b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
- c) Constituted attorney of the firm.
Provided that,
 - i) In case of **(b) above**, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney should be furnished.
 - ii) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm should sign all other related documents.
 - iii) A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all cost and damages arising from the-cancellation of the contract including any loss which the Institute may have on account of execution of contract / intended contract.
Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.

- 5 Anyone or more of the following action / commission / omission are likely to cause summary rejection of bid:

- i) Any bid received late without conclusive proof that it was delivered before the specified closing time.
- ii) Any bid not accompanied along with the acknowledgement of submission of EMD.
- iii) Any conditional bid or bid offering rebate.
- iv) Any bid in which rates have not been quoted in accordance with specified formats /details as specified in the Bid Document.



- v) Any effort by a bidder to influence the Institute in the bid evaluation, bid comparison or contract award decision.
- vi) Any bid received with period of validity of bid shorter than 90 days.
- 6 The bid shall not contain corrections, erasures or over writing except as absolutely necessary to correct errors made by the bidder. Such corrections etc. shall be signed and attested by the person or persons signing the bid.
- 7 The rate for service charge quoted in the Price Schedule shall be inclusive of cost of uniform such as **2 set of uniforms, 1 pair of shoes, 2 apron with 2 pockets in front and 2 winter sweaters, the cost of providing necessary T&P on hire basis & maintenance, cost of consumable material** there off. Nothing extra shall be payable on these accounts.
- 8 The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.

The agencies are required to visit the website for submission of tender.

Bid must be submitted only through e-tendering mode (**Manual Tenders will not be accepted**).



TECHNICAL BID

Details For providing housekeeping and cleaning services

| | | |
|-----|---|--|
| 1. | Type of Organisation | Brief profile of the agency to be enclosed. |
| 2. | Name of Tendering Company with Registration No. & Date issued by appropriate authorities (Please enclose copy of certificate of registration) | |
| 3. | Do you possess trade / business license issued by Competent authority? Authorities in India? If so, please enclose a copy. | |
| 4. | Name of Proprietor / Director and other officers with designation who will be directly concerned with this work. | Name: _____ Phone/Mobile: _____ Email: _____ |
| 5. | Furnish following particulars of the Registered Office: | |
| | a. Complete Postal Address | |
| | b. Telephone No./ Mobile No. | |
| 6. | Furnish following particulars of the Local Branch Office, if any. | |
| | a. Contact Person | |
| | b. Complete Postal Address | |
| 7. | c. Telephone No. / Mobile No. | |
| | d. E-mail Address | |
| 7. | PAN No. (Attach Attested Copy) | |
| 8. | GSTIN No. (Attach Attested Copy) | |
| 9. | Year of establishment and length of experience | (Copy of registration of the firm to be enclosed) |
| 10. | Legal status (attach copy of original document defining the legal status): a) Limited company or corporation firm b) Pvt. Ltd. Firm c) Proprietary firm d) Partnership firm e) An individual | (Copy of registration of the firm to be enclosed) |



| | | |
|-----|---|--|
| 11. | Information on any litigation in which the applicant was involved during the last 05 (five) years including any current litigation. | |
|-----|---|--|

12. Give details of the major clients – NLU/IITs/ IIMs/ NITs / IISERs, all Central University, NITTR, NCERT and similar level educational Institutions/Universities, Government / Semi Govt. Departments, Research Organisations and Pvt. Companies to whom services of housekeeping / services provided in the **last five years** in the following format.

| Sl. No. | Name and address of the client with details- Name of the contract person, phone no. email-ID | Particular of work | Work order No. and date | Value of work order or work done amount |
|---------|--|--------------------|-------------------------|---|
| i) | | | | |
| ii) | | | | |
| iii) | | | | |
| iv) | | | | |

13.

| | | |
|------|---|--|
| v) | The agency should not have been blacklisted or banned by any Govt. Department, Government Organization, PSU, University, Autonomous Institute etc. A notarized affidavit to this fact should be enclosed with techno-commercial bid as per Form 05 . | |
| vi) | Are you an ISO certified company? If so, please attach the relevant documents. | |
| vii) | Additional information, if any (Attach separate sheet, if required) | |

Note:- Bidders are requested to completely fill all the space provided. If it leaves blank, it will be read as N.A.



SPECIAL INSTRUCTIONS FOR TWO PART e-TENDER

1.1 MANNER AND METHOD FOR SUBMISSION OF TENDERS

1.1.1 All tenders in response to this invitation shall be submitted in **Two Parts** on the e-tendering website www.mptenders.gov.in .

(i) **Part I (Technical):** Bidders have to upload all relevant documents on e-tendering website.

(ii) **Part II : (Financial):** Need to be uploaded in given format on the website.

1.1.2 **PART-I (TECHNICAL):** This part of the tender shall include/contain all technical details, technical specifications and also the commercial terms and conditions of contract for the providing housekeeping services to be rendered excluding any price details thereof.
PART-II (FINANCIAL Bid): This part should contain only the price(s) of the housekeeping services to be rendered.

1.2 TECHNICAL CLARIFICATIONS:

1.2.1 After opening the Part-I (Technical) of the tender, if it becomes necessary for the competent authority to seek clarification from the tenderers, the same will be sought for from the tenderers by the competent authority, in such an event, the tenderer shall-

(i) Furnish all technical information/clarification to the concerned technical authority directly in the sealed envelope to reach on or before the due date, and time fixed by the tender inviting authority in an ordinary envelope indicating the NIT reference. If the technical clarification/details sought for by the tender inviting authority from the tenderers do not reach them on or before the due date and time fixed for its receipt, such tenders will be liable for rejection at the discretion of tender inviting authority.

1.3 OPENING OF TENDERS:

1.3.1 Part-I (Technical) of the tender will be opened at the first stage on the due date and time indicated for opening in the tender notice. While the Part-II (Financial Bid) will be opened at the second stage.

1.3.2 The tenderers whose Technical (Part-I) are found suitable/acceptable to the tender inviting authority, will be **intimated later by uploaded on website www.mptenders.gov.in 24 hours in advance of opening of the price bid** by the tender inviting authority. The technically unqualified tenderers will neither be given any separate intimation about the due date and time for opening Part-II (Financial Bid) of the tender nor will they be permitted to participate in the opening of the same. **Part- II (Financial Bid) of the technically disqualified tenderers will not be opened.**

Note:- Tenders not submitted on e-tendering website will be summarily rejected.

Date:

Registrar



Instructions to the Bidders for submission of bids

1. Intending bidders are advised to inspect and examine the site and its surroundings and safety themselves before submitting their tenders as to the nature of the ground and sub soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and of the circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site wherever he inspects it or not and no extra charge consequent upon any misunderstanding otherwise shall be allowed. The tenderer shall be responsible for arranging the manpower and all other inputs required for executing the work unless otherwise specifically provided for in the contract documents and has made himself aware of the scope and specification of the work to be done and of condition and rates at which store, tools and plant etc. will be issued to him by the Government and local condition and other factors having a bearing on the execution of the work. **It is specifically made clear that no labour shall be allowed to stay in the campus of NLIU Bhopal & therefore no hutment/temporary arrangement shall be allowed to be built for this purpose. Any provision in this context existing otherwise in the document elsewhere may be treated as "deleted"**
2. The tender shall be accepted **only through online e-tendering process** and all details pertaining to the tender and guidelines for e-tendering are available on the website www.nliu.ac.in and www.mptender.gov.in
3. Intending contractors needs to register themselves on the e-tendering website www.mptender.gov.in .
4. The price bids have to be submitted online at www.mptender.gov.in . The date of submission of online technical and financial will be as per tender notice.
5. Bidders will have to pay Tender Processing **Rs. 1000/- excluding GST** (Non-refundable).

2.0 **Method of filling-in the Application:**

- 2.1 If an individual makes the application, it shall be signed by the proprietor above his full typewritten name and current address.
- 2.2 If a proprietary Firm makes the application, it shall be signed by the proprietor above his full typewritten name and the full name of his Firm with its current address.
- 2.3 If the application is made by a Firm in partnership, it shall be signed by all the partners of the Firm above their full typewritten names and current address or alternatively by a partner holding power of attorney for the Firm. In such a case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the Firm shall also accompany the application.
- 2.4 If a limited company or a corporation makes the application, a duly authorized person holding power of attorney for signing the application shall sign it. In such a case a certified copy of the power of attorney shall accompany the applications. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the pre-qualification application is filed.

3.0 **Final Decision Making Authority:**

The NLIU reserves the right to accept or reject any application and to annual tendering process and reject all applications at any time, without thereby incurring any liability to the affected applicants or specifying the grounds for the Institute's action.



4.0 Particulars Provisional

The particulars of the work given in **Section-III** are provisional and must be considered only as advance information to assist the applicant.

5.0 Campus visit:

The applicant is strictly advised to visit and examine the campus and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the bid application and subsequently the financial bid. The cost of visiting the site shall be at applicant's own expense.



Undertaking from the Bidder

From: _____
 M/s-----

 (Tenderer)

To: The Registrar
 NLIU Bhopal
 Bhopal- 462 044

SUB: Bids for “Providing services of cleaning, sweeping & up-keeping by providing manpower, material, T&P and disposal of garbage at NLIU Bhopal”.

- 1) Having carefully examined the Tender Document, we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith the acknowledgement of submission of **EMD** amounting to **Rs. 1,60,000/-** be in the form of bank transfer.
- 3) We certify that we have carefully read each and every condition and the scope of work given in the Bid document and having understood the same we confirm our acceptance without any condition or deviation.
- 4) We agree to keep the Bid valid for a period of **90 days** from the date of opening of Bid and it shall remain binding on us and may be accepted at any time before the expiry of that period. We also understand that we shall not withdraw this Bid during this period of **90 days** and in the event of default, NLIU Bhopal shall have the right to debar us for tendering for NLIU Bhopal for **two year**.
- 5) Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of the Bid document and in default thereof, to debar for tendering for **two year**. We understand that NLIU Bhopal is not bound to accept the lowest or any other Bid received, fully or in part thereof.
- 6) Unless and until a formal contract is prepared and executed, this Tender Document together with written acceptance of tenderer thereof shall constitute a binding contract between NLIU Bhopal and ourselves.
- 7) ***I/We declare that no contract/work order has been terminated due to unsatisfactory performance and/or default in payment of statutory liabilities on time, if at any stage of tender it comes to Institute’s knowledge our firm may be debarred from participating in this tender or any other tender in future related to NLIU Bhopal.***
- 8) We hereby submit our offer in two parts as required, the Offer will be accepted online
- 9) **Opening of Tender:**
 - i) Firstly, envelope containing acknowledgement of EMD shall be opened.
 - ii) Secondly, the technical bids of those bidders shall be opened whose acknowledgement of EMD is found in order.
 - iii) Thirdly, the date and time of Opening of price bid shall be intimated to technically qualified bidders only through website.
 - iv) Finally, the price bid of technically qualified bidders only shall be opened.



The tender document shall not be opened, if the submission of acknowledgement of **Earnest Money Deposit (EMD)** is not furnished.

Witness:
(Name & Address)

**For and on behalf of Director /
Chairman of company
Seal & signature of the
company)**

Date:

Name:

Seal:



Terms and conditions for providing housekeeping services

1. The housekeeping agency shall provide housekeeping arrangement for housekeeping the Institute campus as required by the Institute. Moreover, the housekeeping agency shall maintain the Campus clean.
2. The housekeeping worker personnel should be smart and properly turned out with uniform, gloves, apron with front 2 pockets, /shoes etc., and carry an identity card duly attested by the NLIU. Housekeeping Agency shall provide two sets of proper uniform every year (1 pair of shoes, 1 rain coats, 2 winter wear/sweaters/warm clothing etc.) to every workers including leave reserve / reliever which shall be approved by the NLIU at the costs and expenses of the agency.
3. The agency shall provide the required tools & plants for effective housekeeping at his own cost. List of minimum numbers of tools & plants is available as **Annexure-I**. The agency shall also maintain the tools & plants in perfect working order. If any tools or plants remains under breakdown / non-working condition, the recovery at the rates mentioned in the said **Annexure-I** shall be made from the contractor's bill.
4. The agency shall be responsible for proper sorting & to dispose of the garbage generated (Biodegradable & non-biodegradable) to the approved municipal dumping ground and shall pay the prescribed fees to the municipal authority for the same which is not reimbursable separately and shall be deemed to be met from the service & overhead charges quoted by the agency.
5. Space for storage of consumable material brought to site shall be provided by the institute.
6. The housekeeping Agency shall ensure that before deputing the housekeeping workers, the antecedents of all their staff will be verified and provide to the Institute a complete Dozier of particulars of each workers proposed to be deployed along with the records of police verification, in original. Non-compliance with this provision will be deemed to be violation of the contract, inviting penal action. The cost to be incurred on police verification shall be borne by the agency.
The Institute shall have the right to check from time to time, the uniforms worn by the housekeeping personnel. If any, workers found without uniform / I card or both, penalty @ **Rs.500/- per worker per day shall be levied.**
7. Housekeeping Agency shall comply with all statutory requirements existing as well as those promulgated from time to time, viz. the Payment of Minimum Wages Act, Provident Fund Act, Employee State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Child Labour Act, Maternity Act 1961, Workman Compensation Act etc. (All other centre government act rules, notification in present or future as applicable) whichever is/are applicable to the organization of Housekeeping Agency and shall be held responsible, accountable, answerable, explainable, as the case may be, for the lapses committed by them in this regard. Further, Housekeeping Agency shall not involve the Institute in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the housekeeping Agency shall be solely responsible. In case due to violation of any law, including labour laws etc., any liability is put upon the Institute, the housekeeping Agency hereby indemnifies the Institute completely. The housekeeping Agency shall supply a certified copy of their registration under the M.P. Shops & Establishment Act, the Provident Fund Act, ESI, Labour Rules, Income Tax and GST etc.

The service charges quoted by the agency shall be inclusive of all the cost incurred on all the above activities excluding the consumable material mentioned in Schedule of Quantities (SOQ) (**Annexure-II**). The agency has to strictly visit the campus for evaluating the cost of consumable items. However, the agency shall be allowed to tap the power supply from the campus where the services are being provided for all the machines deployed for the house



keeping work free of cost subject to providing connecting cables / wires etc. & follow all the regulations applicable in respect of electricity tapped.

8. PAYMENT TO CONTRACT MANPOWER DEPLOYED BY CONTRACTOR:

- a) A computerized Monthly Payment Slip shall be issued to all contract manpower at the time of monthly payment. The Pay slip must bear the contract agency name & logo etc.
- b) Attendance and daily activity details should be maintained preferably in a web based HRIS/Biometric system provided by the agency.
- c) Pay Slip must also mention clearly the Name & ID of Contract manpower all the components for payment and deductions separately. Besides, PF Account No, ESIC Account No., PF & ESI contribution by employer and all other relevant details must also be mentioned on the 'Pay slip'.
- d) The payment shall be done on the basis of attendance verified / certified by authorized representative / engineer-in-charge of NLIUB as per contract rates, terms & conditions. The contractor shall also make payment for all statutory dues in time as per contract terms & conditions.
- e) The payment to Contract manpower deployed shall be done through Bank transfer. No charges for this shall be paid by the Institute.
- f) Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel along with the Bills.
- g) The contractor shall submit each employee-wise PF Code No. and ESI Code No. along with respective amount to NLIUB for all the Contract manpower deployed before claiming the Bills.
- h) **Statutory Liabilities:** As applicable to NLIU Bhopal shall be paid as per minimum wages for unskilled / semiskilled workers, approved and circulated by the Office of Labour commissioner Govt of MP, Indore time to time for the min. wages purpose housekeeping workers shall be treated as unskilled labour and supervisor shall be treated as semiskilled labour and having qualification of at least Sr. Secondary Pass / ITI pass. Contribution part of employer in respect of EPF & ESI shall be reimbursed by the Institute after fulfillment of following:
 - i) EPF: Agency will submit a separate challan for NLIUB deposit amount and also provide a statement with details of employees and amount deposited.
 - ii) ESI: Agency will submit a statement with details of employees and amount deposited as applicable.
 - iii) Reliever Charges will not be admissible.

9. Mode of payment to agency / contractors and recoveries to be made:

- a) Service Provider/Agency shall submit the GST compliant bill in respect of a particular month latest by **5th day of next month for release of payment along with duly verified attendance sheets, pay bill; proof of salary / remuneration paid and certified photocopies of payment towards EPF, ESI etc. and also complete the KYC of all employees and submit the acknowledgement of each employee.** Otherwise penalty of **Rs.100/- per day per worker** shall be levied for any delay beyond **5th day of month up to actual date of payment except for reasons beyond control of agency and accepted by the NLIU.**
- b) The person/persons whose tender(s) may be accepted (herein after called the contractor) has to submit a performance bank guarantee i.e 05% of the cost of the work for the entire period of the contract.
- c) All the statutory recoveries shall be made from the running bills of the contractor like TDS on Income tax, TDS on GST, etc. or any other statutory recovery as per Government of India norms at the prevailing rates and in the manner prescribed by Government of India.



- d) All payments will be made on reimbursement basis and no advance shall be paid to the agency. Payment towards EPF/ESI will be released only after production of payment challans and declaration that "No payment is due towards EPF/ESI in respect of persons deployed in NLIU by agency".
- e) Payment towards statutory liabilities as mentioned in the **Annexure-III** (if applicable and agreed upon by the NLIU) will be made as and when due on reimbursement basis subject to production of necessary documents in original.
- f) For the avoidance of doubt, it is clarified that if a Bill is not accompanied by the supporting documents / in the proforma prescribed or if the Bill is disputed for any reason by the Institute, then such amounts of the Running Account Bill shall not be due and payable by NLIU, until the dispute is resolved, or the supporting documents have been provided by the Agency, as the case may be.
- g) The bills must be submitted along with:
- i. List of employees with their date of engagement, Summary of attendance, Wage Sheet.
 - ii. PF deposit Challan for the previous month through E-Sewa and Electronic Challan Cum Return (ECR), attested by contractor, however contractor is requested to submit preferably current wage month Challan along with ECR as system is on-line.
 - iii. ESI deposit Challan for the previous month through E-Sewa and Electronic Monthly Contribution History details of all contract manpower, attested by contractor however contractor is requested to submit preferably current wage month Challan along with ECR as system is on-line.
 - iv. Details of PF remittance for the previous month for each of personnel deployed (first page of Form 6A prescribed under Employees PF & Misc. Provision Act 1952).
 - v. At the time of payment, employee wise details of PF/ESI payment with code wise have to be furnished along with Challans.
 - vi. Previous month Acknowledgement' copy of the 'Return on Contributions' for every contribution period on Form 6 of ESI Act within 15 days of the stipulated date for submission of return to ESI Authorities subject to change in Govt. notifications from time to time. It is recommended to file return through "On Line System" i.e. E-Sewa.
 - vii. Proof of payment to Contract manpower deployed for the month - Summarized statement of payment due and disbursed, Payment receipt duly signed by respective contract worker or certified by the Bank.
 - viii. In the month of May of each year and at the time of conclusion of the contract, the contractor shall submit the documents on Form 12A, 6A, 3A under PF Act, pertaining to the full year (Previous Financial Year) [subject to change from time to time by Govt. notifications].
 - ix. Declaration of the Contractor regarding compliance of EPF / ESIC and other laws as applicable from time to time.
 - x. Contractor should submit separate PF, ESI & GST challans against this contract (& not clubbed with other contracts/sites where contractor is supplying manpower) and also submit separate details of contract manpower deployed exclusively against the contract in order to facilitate easy linking and checking of bills.



- xi. Any other document for meeting statutory/ contract requirement or as directed by NLIU.
- h) If bill submission is delayed, NLIU Bhopal will not be responsible for making payments and contractor will be fully responsible for all the consequences. The bills will be subject to checks/ verification by NLIU, Bhopal. The payment shall be made after satisfactory performance of work for the actual deployment as certified by the NLIU on attendance sheet. No payment shall be made to personnel not authorized to be deployed by NLIU, Bhopal. The decision of NLIU, Bhopal will be final in the matter.
- i) Any clarification sought by NLIU pertaining to bill submitted will be clarified by contractor within 3 days. Otherwise the delay in payment will be attributed to the contractor and contractor will be fully responsible for all the consequences.
- j) The Institute shall be entitled to deduct in accordance with Applicable Law, Income Tax at source (TDS) 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.
- k) All the bank charges shall have to be borne by the contractor. PAN No. and GST registration number must be indicated in the bill.
10. The supervisors should have the minimum qualification of Sr. Secondary / ITI pass and physically fit & sound. The Supervisors should wear the proper uniforms provided by their employer along with badge (name of the company printing), I card of the company.
11. The workers deployed by the housekeeping Agency in the Institute shall be removed immediately if the Institute considers such removal necessary on administrative grounds. The housekeeping Agency shall also immediately remove any worker who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute worker either on its own or on the demand of the Institute and only after due approval of the engineer-in-charge. In case of removal of such worker, no claim shall be maintainable against the Institute.
12. If the Institute incurs any expenses or any liability is put on them in connection with the deployment of the employee of housekeeping Agency, the same shall be adjusted from the bill of housekeeping Agency.
15. **The housekeeping Agency shall submit a certificate along with the monthly bills certifying that the worker employed by them in the campus of the Institute have been paid at least minimum wages as per MP Govt, as in force from time to time, in accordance with the provisions of the Minimum Wages Act, ES/EPF/ Challan along with nominal roll of all concerned housekeeping worker and that all other statutory requirements in this regard have been complied with.**
- Any violation of the provision of Minimum Wages Act shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per the provisions of the relevant laws.
16. The quoted percentage price shall be all inclusive and nothing extra shall be payable over & above the accepted percentage in respect of the Scope of Work defined in the Price Schedule. However, if the prescribed minimum wages are revised by the Office of Labour Commissioner (C), Govt of MP, Indore, the housekeeping Agency shall revise the wages of the worker accordingly. The difference in revised minimum wages, with respect to the wages applicable on the date of submission of tender (to cover statutory liabilities and profits of the company etc.) shall be reimbursed to the housekeeping agency with accepted percentage thereon, subject to production of proof of disbursement of revised wages.
17. The housekeeping Agency shall take into consideration all levies and statutory taxes while quoting the tender. However if any fresh taxes, charges etc. are levied by the Local /



State

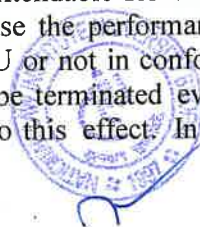
/ Central Govt., subsequent to the date of opening of tender the same shall be reimbursed by the Institute against proof of production of payment.

- 18 The housekeeping worker shall remain on duty for 8 (eight) working hours. The workers shall not leave his place of duty/duty point until his reliever reports for duty. Deserting the place of duty/duty point by the housekeeping worker without having been properly relieved will attract penalty.
- 19 The agency shall deploy manpower as per List (**Annexure-IV**) on all the 365 / 366 days of the year as applicable & shall engage extra manpower to ensure weekly off to all the deployed labour.
- 20 In addition to the number of workers listed in the Price Schedule, the housekeeping Agency shall undertake to engage / employ and provide additional number of workers including supervisor as and when required by the Institute, on reasonable notice, as per the accepted rate given in the Price Schedule. Similarly, the agency will reduce the manpower, if desired by the Institute at any point of time.
- 21 The payment for services under this agreement shall be made on monthly basis, through NEFT/RTGS, drawn in favour of the housekeeping Agency payable at Bhopal. The payment shall be made within 10 working days on receipt of the bills for each calendar month, duly supported with the requisite details of the daily attendance and other records, which shall be open for inspection by the Institute. The final payment shall, however, be made within 3 months of actual date of completion only after adjusting all the dues/claims of the Institute.
- 22 The workers employed by the Agency for the housekeeping of the NLIU will be the employees of the housekeeping Agency and the Institute shall have nothing to do with their employment or non-employment. Under no circumstances any liability (**Civil or Criminal**) in respect of matters connected with their employment (**or Otherwise**) shall be held against the Institute and the housekeeping worker employed by the housekeeping agency shall have no right whatsoever to claim employment (**or any damages**) from the Institute.
- 23 The housekeeping workers employed by the Agency will not join any union of the NLIU nor shall they make any claim on service or other matter. They shall also not form any union associated with the NLIU and shall have absolutely no claim to subscribe or for election in any of the unions of the Institute. (**Shall abstain from every internal matter of institute other than for the purpose they are deployed**). They should not criticize about our Institute and their employees at any level.
- 24 The Agency shall undertake, at their own expense but to the satisfaction of the Institute, a continual updating of skill, processes and procedures followed by the housekeeping workers employed in the housekeeping of the Institute by organizing suitable training programs for them on the routine basis.
- 25 Any payment, required to be made by the Housekeeping Agency to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of Housekeeping Agency. This would include specific responsibility with regard to the provision of the minimum wages act and / or any other law, which may be applicable in the instant case. The NLIU will in no case be responsible for default, if any, in this regard. Even if, as per provision of any relevant enactment, the liability becomes that of the NLIU, it is clearly agreed that the same shall be deemed to be that of housekeeping Agency and shall be discharged by them. The NLIU liability towards personnel will be limited to the extent of the contract price accepted by the NLIU.
- 26 All matters and disputes arising out of this agreement will be subject to the jurisdiction of the



courts located at Bhopal.

- 27 Any compensation arising out of any accident or mishaps on duty to housekeeping workers shall be responsibility of housekeeping Agency.
- 28 **Duties & responsibilities of the housekeeping agency:**
- 28.1 The housekeeping Agency shall be bound to perform the assigned jobs even though the same may not have been included in the schedule of services. The charges for the extra services not mentioned in the Price Schedule should be settled mutually.
- 28.2 The housekeeping Agency shall be responsible for all injuries and accidents to persons employed by them as per Workers Compensation Act 1923.
- 28.3 The housekeeping Agency shall be responsible for the good conduct and behaviour of its employees. If any employee of the housekeeping Agency is found misbehaving with the NLIU staff, faculty or students, the housekeeping Agency shall terminate the service of such worker at their own risk and responsibility. The housekeeping agency shall issue necessary instruction to its employees to act upon the instructions given by the NLIU
- 28.4 In the event of any loss being caused to the NLIU on account of the negligence of the employee of the housekeeping Agency, the agency shall make good the loss sustained by the NLIU, either by the replacement or on payment of adequate compensation on actual basis.
- 28.5 The housekeeping Agency shall not appoint any sub-agency to carry out any obligations under the contract.
- 28.6 None of the employees of the housekeeping Agency shall enter into any kind of private work within or outside the campus of the NLIU. Non-compliance with this provision will be deemed to be violating of the contract, inviting penal action.
- 28.7 The employees of the housekeeping Agency shall be of good character and of sound health and shall not be less than 18 years of age.
- 28.8 In a manner satisfactory to the NLIU, the housekeeping Agency shall provide necessary expertise and trained manpower to attend to the various needs housekeeping services at the NLIU buildings, hostels, residences and the campus in general.
- 28.9 Housekeeping Agency shall abide by all laws of the land including, contract of Labor (Regulations & Abolition) Act 1970, Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act, 1948, Payment of Wages Act 1936, Industries Disputes Act 1947, The payment of Bonus Act 1965, Payment of Gratuity Act 1972, Equal Remuneration Act 1976, The interstate Migration Workman Regulation of Employment and Condition of Service Act 1979 and any amendment time to time etc.
- 28.10 The housekeeping workers may be deployed in **2 or more shifts, 1st shift shall be general shift with timing from 8:00 AM to 4:00 PM and 2nd shift from 12:00 PM to 8:00 PM** as per requirement of Institute and as directed by the NLIU.
- 28.11 Housekeeping Agency has to obtain labour license from Office of Labour Commissioner Govt of MP within a reasonable time and will submit a copy of the license to the NLIU.
29. **Period of contract:**
- 29.1 Total duration of contract is initially for one year extendable for further one year, subject to quarterly appraisal and review by the NLIU. In case the performance of the agency is not found to be satisfactory as per decision of the NLIU or not in conformity with the terms & conditions of the agreement, the contract shall be terminated even before the scheduled time by giving advance notice of 1 (one) month to this effect. In the event of premature



closure of contract for reasons mentioned herein above the Security Deposit deducted till the last paid bill shall be absolutely forfeited in addition to the performance guarantee.

30. **Performance Guarantee:**

The case of successful bidder shall deposit the performance guarantee from **any scheduled bank (nationalized / commercial)** in prescribed performa amounting to **Rs.4.00 Lacs(i.e 05% of Contract Value)** for the entire duration of the contract and shall keep it to be renewed from time to time if the contract is extended. On receipt of performance guarantee, the EMD with the tender shall be refunded to the tenderer without any interest.

31. **Validity of tender:**

The tender shall remain valid for a period of **90 days from the date of submission**. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and agency will be debarred for two year.

32. **Award of work:**

32.1 The NLIU is not bound to award contract at the lowest price received in the Tender and reserves the right to decide on fair and reasonable price of the services tendered for and counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidders.

32.2 The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on stamped paper affixed with non-judicial stamps, all of which finally form the contractual obligations to be adhered to performed by the bidder and the non-performance of any of such obligations make the bidder liable for consequential effects.

32.3 The NLIU does not bind itself to accept lowest or any other tender. The NLIU reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring any liability to the affected bidder or bidders on the grounds of the Institute action.

32.4 The successful tenderer shall submit stamp papers with stamp duty of value as decided by Government of M.P. time to time for preparation of contract agreement.

33 **Force Majure:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

Registrar

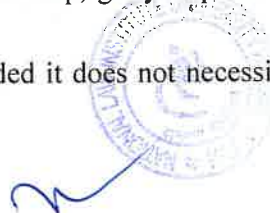


Scope of work

The campus of **National Law Institute University Bhopal** is a sprawling estate built over a prime land of approximately 47.5 acre located strategically at the outskirts of Bhopal city on Kerwa Dam Road, Bhopal. It is situated at a distance of about 13 Km. from Bhopal Central Railway Station.

Day to day housekeeping work has been considered for Hostel-1(Old Boys Hostel and New Boys Hostel) i/c Dining-1 (except Kitchen & Dining Hall), Lecture Hall Complex (Ensemble), Academic Block-1 building complete, Academic Block-2 building and Library(Gyan Mandir) & Computer Centre, Director Residence, Samadhan Bhawan complete, Administrative Building complete Building, Girls Hostel-2 i/c Dining-2 (except Kitchen & Dining Hall) building complete, Common area, Badminton Hall & Toilet Block, Playground area including stage, Guest House Centre, common area in residential towers, Main building, Legal aid Building, Convention Center, Rajiv Gandhi cyber Law Center & Security Office etc(if any left). This shall include:

- i) Mechanized/Manual sweeping of the roads in the campus, all around the buildings, all internal and external approach roads upto the main gate, walkways and manual sweeping of plinth protection and other areas twice every week. The roads shall be swept twice every week.
- ii) Sweeping the floors of the office rooms with frequency of twice every week, staircases & common rooms and moping and wiping dry with duster & wiper, once every day. Cleaning agent and disinfectant chemical of approved brand shall be used in the wet cleaning as per requirement.
- iii) Sweeping, wet cleaning and wiping dry with duster, all toilets block i/c all installation such as wash basins, urinals pots, water closets, flushing, cisterns, vanity counters, looking mirror, CP fittings etc. twice every day. The first cleaning shall be done between **8.00 am to 8.30 am**, second cleaning between **2.00 pm to 3.00 pm** or as desired by the NLIU. Phenyl & detergent powder shall be used in the wet cleaning as per the requirement. 3 nos. Naphthalene balls shall be maintained in each urinal pot at all times. The toilets have to be kept in the most hygienic condition and odour free at all times. Naphthalene balls & air purifier are to be provided by the agency regularly to ensure continuous availability in requisite place / container.
- iv) Sweeping and cleaning the linked corridors at all floors in the buildings twice every day.
- v) Dusting the display boards, chairs & table, almirahs, staircase railing, counters etc. in common areas once every day.
- vi) Dusting the false ceiling, wall paneling in clean room areas, grill, doors & windows glass panes from inside and outside, notice boards, wall displays etc., once every week.
- vii) Sweeping and cleaning the roofs of the buildings and water heating solar panels once every week or as directed by the NLIU.
- viii) Sweeping the floors, collecting the waste from the office rooms, corridors, reading area, books stack area, seminar room, roof, staircase, store room, other rooms, common area, toilets etc. and disposing the same (outside the NLIU Bhopal Campus) to approved municipal dumping yards after sorting biodegradable & non-biodegradable separately.
- ix) Removing spider webs from the ceiling in all rooms, staircase, roof, common areas, toilets etc. once in a week or as directed by the NLIU.
- x) Removing of honeybee & wasp-hives (Baraiya) from the wall & ceiling in all rooms, staircase, roof, common area, toilets etc., as and when required.
- xi) Lifting, carrying and disposing the dead birds, animals etc. if found in the campus area.
- xii) Clearing of any choking in drainage/sewage pipes, floor trap, gully trap and manholes etc. and disposal of sludge to the dumping ground.
- xiii) Any other cleaning work assigned by the NLIU provided it does not necessitate deployment of additional staff.



- xiv) The tenderer must deploy adult and trained manpower only. The successful tenderer shall engage only such worker, whose antecedents have been thoroughly verified including character and police verification.
- xv) Proper registers / records for the jobs carried out on daily & weekly basis will be maintained by Supervisor of the tenderer and displayed at the desired locations and will be countersigned by the representative of the NLIU.
- xvi) The tenderer should possess or procure needful infrastructure machines, tools, gadgets and other required material (like cleaning agent, naphthalene balls, disinfectants etc. of approved make) for smooth house-keeping services. No additional cost towards this will be paid to the contractor.
- xvii) Cleaning of water coolers once in 15 days of every building, collecting the plastic water / paper waste.
- xviii) Cleaning & sweeping of terrace of all the duplex houses, residential towers, and all other buildings.
- xix) Providing 2 nos. tricycles for collecting the dry / wet / plastic / paper waste from all around the campus on regular basis.
- xx) Segregation of garbage wet / dry and has to be disposed as per approved practice. Placing of suitable number of garbage bin along all the campus and disposing the waste collected in it on regular basis.
- xxi) The contractor shall provide the details of labour/staff employed by him during the execution of work & shall follow all the rules & regulation of the NLIU.
- xxii) The staff shall be deployed after submitting their police verification report.
- xxiii) The Contractors are responsible to install the bio-metric attendance system for their staff/labour in the NLIU premises as directed by NLIU, which shall be provided by them and the generated report/attendance sheet with seal and sign shall be submitted in the office of NLIU.
- xxiv) Shifting of small items like furniture, small equipment etc by manual manpower.
- xxv) Daily attendance shall be taken by **Biometric attendance machine** and daily attendance report shall be submitted.
- xxvi) The machine shall be installed by the agency at the location decided by the Institute. Nothing extra shall be paid for the same.
- xxvii) The miscellaneous consumables items not specified in **Annexure-II** like brooms, dusting cloths, dusters etc. shall be procured as per the monthly requirement or as per the direction of NLIU. The cost of these items is to be included in the quoted % in the bid sheet and the rates may be quoted accordingly.

(B) Providing Work Force:

The tenderer must provide workforce in sufficient numbers to perform the activities & maintain the buildings as specified in Scope of Work and to the satisfaction of NLIU. Minimum requirement of workforce to be deployed each & every day according to scope of work are given in **Annexure-IV**:



The NLIU has within its premises the following capital assets where the housekeeping services are to be given.

Current Requirements:

| Sl. No. | Description of item | Area in Sqft | No. of manpower to be provided. |
|---------|--|-----------------|--|
| (a) | Old Boys Hostel(Bhagirathi) | 44568.0 | Male Labours = 04 Nos. |
| (b) | New Boys Hostel(Katyayan) | 37500 | Male Labours = 04 Nos. |
| (c) | Old Girls Hostel(Narmada) | 47710 | Female Labours = 04 Nos |
| (d) | New Girls Hostel(Kshipra) | 27169 | Female Labours = 04 Nos |
| (e) | Teaching Block-I | 17216 | Male Labours = 01 Nos |
| (f) | Teaching Block-II | 20000 | Male Labours = 01 Nos |
| (g) | Guest House | 18500.00 | Male Labours = 01 Nos |
| (h) | Gyan Mandir(including cleaning of outer glass) | 30500.00 | Male Labours = 02 Nos Female Labour= 01 Nos |
| (i) | Auditorium | 5800.00 | Male Labours = 01 Nos |
| (j) | Convention Centre | 37660.00 | Male Labours = 01 Nos Female Labour= 01 Nos |
| (k) | Sports Complex | 10629.00 | Male Labours = 01 Nos |
| (l) | Legal Aid Clinic | 3605.00 | Male Labours = 01 Nos |
| (m) | Health centre | 5865.00 | Male Labours = 01 Nos |
| (n) | Samadhan Bhawan | 6000.00 | Male Labours = 01 Nos |
| (o) | Administrative Block | 4500.00 | Male Labours = 01 Nos |
| (p) | PG Boys Hostel | 1300.00 | Male Labours = 01 Nos |
| (q) | Rajiv Gandhi Cyber law | 13827.0 | Male Labours = 01 Nos |
| | Total Area | 332349 sq feets | |
| | For Outer Area, Residential & roads Area | | Male Labours = 04 Nos |

*Total Number of staff required- Cleaning Supervisor = 02 Nos.

Cleaning Staff Labour- Male = 26 Nos.

Female= 10 Nos

Total = 36 Nos.

*- This is a tentative requirement of the worker and the actual may vary from time to time as per the requirements of the NLIU.

The Institute shall have the right to check from time to time, the uniforms worn by the housekeeping personnel. If any, workers found without uniform / I card or both, penalty @ Rs.500/- per worker per day shall be levied



List of minimum requirements of equipment, tools, tackles & rate of recovery in case of short supply:

| Sr. No. | Description | Min. Number required (Mandatory) | Recovery for each in case of short supply Rs./day |
|---------|--|----------------------------------|---|
| 1. | Wet / dry vacuum cleaner 24 Ltr. (Pro Vac WD 35 or equivalent) | 1 No. | 300.00 |
| 2. | High pressure jet (Roots E170/Pro Jet 160 or equivalent) | 1 No. | 400.00 |
| 3. | Super Sucker machine cleaning of sump well | 1 No. | 1000.0 |
| 4. | Caddy Tray-green | 1 No. | 100.00 |
| 5. | Wet mops round (for bathrooms) | 10 No. | 25.00 |
| 6. | Hard brooms for ground sweeping | 20 No. | 20.00 |
| 7. | Scrubbing Machine (small) (Roots SD430/Pro Disc 43 ES or equivalent) | 1 No. | 500.00 |
| 8. | Scrubbing Machine (big) (Pro Auto Scrub ES51E/Roots Scrub E6050 or equivalent) | 1 No. | 800.00 |
| 9. | Telescopic rod (4+4+3) | 1 Set | 100.00 |
| 10. | Mini hand scrubber | 1 No. | 50.00 |
| 11. | Wheelbarrow | 6 No. | 350.00 |
| 12. | Tricycles for garbage collection with separate compartments for dry / wet waste. | 2 Nos. | 200.00 |
| 13. | Manpower | 38 Nos. | 500.00 per day for per person. |

*Note:- Above quantities is indicated and it may vary.

The minimum numbers of items given above are to be kept in working order by replacement whenever required & nothing extra shall be paid for these items.

The hire charges of the above are to be included in the quoted percentage of service charges.



LIST OF CONSUMABLES ITEMS AND THEIR APPROVED MAKE

| Sr. No. | Material | Makes/ Brand Name |
|---------|---|---|
| 1. | Kentucky mop refill of size 24" (approx.) | Kentucky / Mark / Roots |
| 2. | Detergent | Surf Excel / Areal / RIN |
| 3. | Odonil (air freshner) (weight - 50 gm). | - |
| 4. | Napthalene balls | - |
| 5. | Phenyl | Care & hygiene / Phenix / Fezol / Cleanzo |
| 6. | R1 (bathroom cleaner) | Diversey / Taski Super/ Wonder Clean / Harpic / Roots |
| 7. | R2 (bathroom cleaner) | Diversey / Taski Super/ Wonder Clean / Harpic / Lotus / Sainik fresh / Wonder Clean / Roots |
| 8. | R5 (Room freshner) (weight - 5ltr. container) | Diversey / Taski/ Roots |
| 9. | R6 (Room freshner) (weight - 5ltr. container) | Diversey / Taski/ Roots |
| 10. | D7 (stainless steel polish) | Diversey / Taski/ Roots |
| 11. | Room air freshner | Odonil / Dettol |
| 12. | Handwash liquid soap | Diversey / Dettol / Savlon / Godrej / Santoor / Lifebuoy |
| 13. | Toilet paper rolls / tissue paper | JK Paper / Emami Paper Mills Ltd. |

Note :- The bidder has to strictly visit the campus and have to evaluate the cost of the above mentioned consumable items and then submit the cost accordingly. The amount quoted in the Financial Bid should be inclusive of GST.

The quoted material rate should be of 12 months and 1/12th of the quoted amount will be released with each running bill.



LIST OF APPROVED MAKES OF NON-CONSUMABLES

| Sr. No. | Tools / Machine | Makes/ Brand Name |
|----------------|---|---|
| 1. | Wet / dry vacuum cleaner | Taski / Eureka Forbes / Phillips |
| 2. | High pressure jet | Taski / Eureka Forbes / Phillips |
| 3. | Caddy Tray-green | Roots / Eureka Forbes |
| 4. | Window cleaning set | Plus point Store, Union company / Royal Tern Industries. |
| 5. | Kentucky Wet mops | Roots / SRE-Tech |
| 6. | Wet mops round (for bathrooms) | Roots / SRE-Tech |
| 7. | Hard brooms for ground sweeping | Roots |
| 8. | Ladder 12-20 feet telescopic wheeled tower type model (AL-008) heavy duty. | ISI Mark |
| 9. | Single disk scrubbing machine | Taski / Eureka Forbes |
| 10. | Scrubbing Machine (small) | Roots / Eureka Forbes |
| 11. | Telescopic rod (4+4+3) | Roots Multiclean Ltd. |
| 12. | Mini hand scrubber | Roots / Eureka Forbes |
| 13. | Wheelbarrow | Sintex / Hero / Hot wheels |

- (a) The following quantities of cleaning material and aids for a month shall be procured by the contractor and shall be handed over to the NLIU for issue to the staff on daily basis as per requirement. The brand consumables to be used are to be got approved by the engineer-in-charge. Records shall be maintained; quantity & quality of consumables item shall verify by the engineer-in-charge or his authorized representatives.
- (b) Uniforms of housekeeping staff & I-cards, covered trolleys, dust pans, mops, buckets, wipers, gloves, dusters, scrubbers, sponge, brooms, brushes, safety gear etc. to be provided by the contractor as per requirement.



Technical Specification of House keeping Machine:

| Particulars | Specifications |
|---------------------------------|----------------|
| Scrubbing Machine(Big) | |
| Scrubbing Width | 510 mm |
| Suction width | 800 mm |
| Coverage area | 2000 m2/hr |
| Airflow | 28 L/Sec |
| Vacuum Pressure | 1100 mmh20 |
| Power supply | 230 V / 50Hz |
| Total power | 1200 W |
| Brush motor | 600 W |
| Vacuum motor | 500 W |
| No.of brush | 1 |
| Diameter of brush | 510 mm |
| Brush Speed | 135 rpm |
| Brush load | 26 Kg |
| Fresh tank | 45 L |
| Dirty water tank | 50 L |
| Weight empty | 85 Kg |
| Particulars | Specifications |
| Scrubbing Machine(Small) | |
| Working Width | 430 mm |
| Coverage Area | 750 m2/hr |
| Speed | 150 rpm |
| Weight | 50 Kg |
| Power Supply | 230 V / 50Hz |
| Brush motor power | 1100 watt |
| Cable Length | 15 m |
| Tank capacity | 10 Ltr |
| Particulars | Specifications |
| Wet/Dry Vacuum Cleaner | |
| Voltage | 230-240v/50hz |
| Power | 1350 |
| Airflow | 54 L/Sec |
| Suction power | 22 Kpa |
| Tank capacity | 35 L |
| Motor | Ametek |
| weight | 9 Kg |
| Application | Dry & Wet |

| Particulars | Specifications |
|--------------------------|----------------|
| High Pressure Jet | |
| Pressure | 160 Bar |
| Voltage | 230 V/50Hz |
| Phase | Single Phase |
| Motor Power | 3.3 Kw |
| Cable length | 5 mtr |
| RPM | 1400 rpm |
| Outer Dimensions | 52 x 43 x93 cm |



| | |
|----------------|---------|
| Weight | 38 kgs |
| Water Flow | 660 lph |
| Detergent tank | 3.5 Ltr |



Section-IV

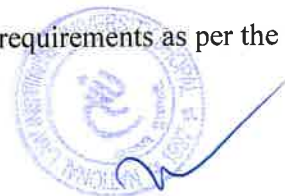
Technical Documents to be furnish by bidder as mentioned.

| Sl. No. | Description | Attached as Sr. No. |
|---------|---|-----------------------------------|
| 1. | Self attested Copy of Certificate of incorporation / registration of agency. | |
| 2 | Should have completed satisfactorily three *similar(cleaning & housekeeping) works each of value not less than Rs. 32.0 Lacs or completed two *similar works each of value not less than Rs. 48.0 Lacs or completed one *similar work of value not less than Rs. 64.0 Lacs. In case of execution period is more than 12 months, proportionate cost of works for 12 months period shall be considered. | Attach separate sheet if required |
| 3 | Average annual turnover during the preceding five years should not be less than Rs. 40.0 Lacs | |
| 4 | Positive net worth of the bidder (last financial year i.e. 2020-2021): (Refer Form 2) | |
| 5 | ISO Certification in housekeeping and cleaning. (Mention in years) | |
| 6 | Annual financial statement for the last 5 (five) years. These should be supported by audited balance sheets and profit and loss accounts, duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department. (Refer Form 1) | |
| 7 | Should have provided a solvency certificate from the banker for an amount of Rs. Forty Lacs Only | |
| 8 | Details of all works of similar nature completed during the last 5 (five) years (ending upto previous day of last date of submission of online tender. (Refer Form 3. | |
| 9 | Undertaking by Agency/Firm/Company should not be blacklisted by the institute/ department where they have worked since last 05 years. | |
| 10 | Undertaking by agency that if fails to complete the work satisfactorily after award, they shall be debarred for 3 years for tendering in this institute from the date of such backing out / termination | |
| 11 | Should have main office/regional offices/branch office at Bhopal | |
| 12 | Performance report of work – Form 4 | |
| 13 | Certificate & Declaration as prescribed in Form-5 | |
| 14 | Integrity Agreement – Form 6 | |
| 15 | Self attested copy of IT return filled for the last 3 years. | |
| 16 | Self attested copy Certificate of registration of EPF & ESIC. | |
| 17 | Self attested copy of PAN card. | |
| 18 | Self attested copy GST registration certificate | |
| 19 | Statutory compliances as mentioned in Annexure-III | |
| 20 | Undertaking from the bidder as prescribed in Section-I. | |
| 21 | Power of attorney / board resolution in favor of signatory of the tender on behalf of tenderer. | |
| 22 | Acknowledgement of submission of EMD. | |

The Bidder shall be required to submit self-attested copies of the relevant documents in support, in addition to the documentary evidences of other parameters, for being considered during technical evaluation.

A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures mentioned as above.

The technical bid not meeting the Essential criteria/minimum or any other requirements as per the tender documents shall be rejected and their financial proposals will be unopened.



Registrar
For and on behalf of NLIU Bhopal



Statutory compliances:

| Sl. No. | Act/ Scheme | Limit/ Ceiling (in Rs.) | Provision on its applicability in the Act/ Rules | Institute Remarks on its applicability |
|---------|--|--|---|--|
| 1. | Payment of Wages Act, 1936 (read with CLRA Act, 1970) | 24,200/- | Section 1(4) read with Section 2(ii)(h); Section 1(4): It applies in the first instance to the payment of wages to persons employed in any factory, to persons employed (otherwise than in a factory) upon any railway by a railway administration or, either directly or through a sub-contractor, by a person fulfilling a contract with a railway administration (and to persons employed in an industrial or other establishment specified in sub-clauses (a) to (g) of clause (i) of section 2. Section 2(ii)(h) any other establishment or class of establishments which the appropriate Government may, having regard to the nature thereof, the need for protection of persons employed therein and other relevant circumstances, specify, by notification in the Official Gazette. | As per records currently available with the Institute, no such notification as per Section 2(ii)(h) is issued under the Act till date. However, the same is subject to revision in case of future amendments / notifications. Further, as per section 21(4) of The Contract Labour (Regulation and Abolition) Act, 1970, the liability of principal employer is limited to pay 'wages' which can be recovered from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor. 'Wages' as per the definition of Payment of Wages Act, 1936: "wages" means all remuneration (whether by way of salary, allowances, or otherwise) expressed in terms of money or capable of being so expressed which would, if the terms of employment, express or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment, and includes— (a) any remuneration payable under any award or settlement between the parties or order of a Court; (b) any remuneration to which the person employed is entitled in respect of overtime work or holidays or any leave period; (c) any additional remuneration payable under the terms of employment (whether called a bonus or by any other name); (d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment of such sum, whether with or without deductions, but does not provide for the time within which the payment is to be made; (e) any sum to which the person employed is entitled under any scheme framed under any law for the time being in force, but does not include— (1) any bonus (whether under a scheme of profit sharing or otherwise) which does not form part of the remuneration payable under the terms of employment or which is not payable under any award or settlement between the parties or order of a Court. |
| 2. | Minimum Wages Act, 1948 | | Section 3(1)(a): Fixing of minimum rates of wages - (1) The appropriate Government shall, in the manner hereinafter provided,— (a) fix the minimum rates of wages payable to employees employed in an employment specified in Part I or Part II of the Schedule and in an employment added to either Part by notification under section 27. | As per records currently available with the Institute, educational institution is neither covered / listed under the Part I and Part II of the schedule nor has appropriate government passed any notification extending the provisions of the Act to employment in Educational Institutions. However, the Institute being covered under the Act of Parliament and regulated by Government of India (Central Government) rules/ guidelines, the Institute shall pay the minimum wages as notified by the Government of India from time to time. Further, as per section 21(4) of The Contract Labour (Regulation and Abolition) Act, 1970, the liability of principal employer is limited to pay 'wages' which can be recovered from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor. |
| 3. | Employee Provident Fund (EPF) | Rs 15,000/- (Salary = Basic + DA) (as per Govt prevalent notifications / rules / guidelines amended from time to time) | Section 1(1)(b): Short title, extent and application - (1) This Act may be called the "Employees' Provident Funds and Miscellaneous Provisions Act, 1952" (b) to any other establishment employing twenty or more persons or class of such establishments which the Central Government may, by notification in the Official Gazette, specify, in this behalf. | Applicable vide Ministry of Labour No. S.O. 986, dated the 19th of February 1981, published in Part II, Section 3, sub-section (ii) of the Gazette of India, dated the 6th of March 1982. |
| 4. | Employees' State Insurance Corporation (ESIC) | Rs 21,000/- (Salary = Basic + DA) (as per Govt prevalent notifications / rules / guidelines amended from time to time) | Section 1(4): The appropriate Government may, in consultation with the Corporation and where the appropriate Government is a State Government, with the approval of the Central Government, after giving one month's notice of its intention of so doing by notification in the Official Gazette, extend the provisions of this Act or any of them, to any other establishment, or class of establishments, industrial, commercial, agricultural or otherwise. Provided that where the provisions of this Act have been brought into force in any part of a State, the said provisions shall stand extended to any such establishment or class of establishments within that part if the provisions have already been extended to similar establishment or class of establishments in another part of that State. | As per records currently available with the Institute, application of the Act is not extended over the Educational Institutions but since, the Institute is governed by the rules / regulations of Central Government and the scheme of ESIC and in view of the betterment of the outsourced employees, the ESIC shall be admissible. However, whenever the medical insurance or the cost of insurance is reimbursed, the provision get substituted, in such cases. |
| 5. | Payment of Bonus Act, 1965 or as modified till date of opening of bids | Rs 21,000/- (Basic + DA) Bonus limit: Rs 7000 or the minimum wage for the scheduled employment | Section 32(v)(b): 32 Act not to apply to certain classes of employees - Nothing in this Act shall apply to - (v) employees employed by - (b) universities and other educational institutions | Not applicable as per Section 32(v)(b) of Payment of Bonus Act, 1965. Also, as per the provisions of CLRA Act read with the definition of wages as defined under Section 2(vi)(e)(1) of Payment of Wages Act, the Bonus is not a separate part of wages rather it is a separate provision under the Bonus Act made specifically. Therefore, it is not automatically applicable, on the principal employer. |
| 6. | Payment of Gratuity Act, 1972 | N.A | Section 4: Payment of Gratuity - (1) Gratuity shall be payable to an employee on the termination of his employment after he has rendered continuous service for not less than five years,- (a) on his superannuation, or (b) on his retirement or resignation, (c) on his death or disablement due to accident or disease. | Not Applicable, since the period of contract / service is not more than 5 (five) years. The contractor should deploy their employees at the Institute for the period of contract which shall be up to a maximum of 3 year as per GFR 2017 Rules and the employment of such employees shall be applicable for the contract period assigned which is co-terminus with the contract agreed upon and in any manner the tenure of the employee employed by the contractor shall not exceed 3 years, in relation to the principal employer. |

| | | | | |
|----|--|-----|---|--|
| 7. | Employee Compensation Act / Workmen Compensation Act | N.A | <p>Section 12 read with Section 2(d): 12. Contracting- (1) Where any person (hereinafter in this section referred to as the principal) in the course of or for the purposes of his trade or business contracts with any other person (hereinafter in this section referred to as the contractor) for the execution by or under the contractor of the whole or any part of any work which is ordinarily part of the trade or business of the principal, the principal shall be liable to pay to any [employee] employed in the execution of the work any compensation which he would have been liable to pay if that [employee] had been immediately employed by him; and where compensation is claimed from the principal, this Act shall apply as if references to the principal were substituted for references to the employer except that the amount of compensation shall be calculated with reference to the wages of the [employee] under the employer by whom he is immediately employed. Where the principal is liable to pay compensation under this section, he shall be entitled to be indemnified by the contractor, or any other person from whom the [employee] could have recovered compensation and where a contractor who is himself a principal is liable to pay compensation or to indemnify a principal under this section he shall be entitled to be indemnified by any person standing to him in the relation of a contractor from whom the *[employee] could have recovered compensation] and all questions as to the right to and the amount of any such indemnity shall, in default of agreement, be settled by the Commissioner. (3) Nothing in this section shall be construed as preventing a *[employee] from recovering compensation from the contractor instead of the principal. (4) This section shall not apply in any case where the accident occurred elsewhere than on, in or about the premises on which the principal has undertaken or usually undertakes, as the case may be, to execute the work or which are otherwise under his control or management. Section 2(d)- "employee" means a person, who is— (i) a railway servant as defined in clause (34) of section 2 of the Railways Act, 1989 (24 of 1989), not permanently employed in any administrative district or sub-divisional office of a railway and not employed in any such capacity as is specified in Schedule II; or (ii) (a) a master, seaman or other members of the crew of a ship, (b) a captain or other member of the crew of an aircraft, (c) a person recruited as driver, helper, mechanic, cleaner or in any other capacity in connection with a motor vehicle, (d) a person recruited for work abroad by a company, and who is employed outside India in any such capacity as is specified in Schedule II and the ship, aircraft or motor vehicle, or company, as the case may be, is registered in India; or (2) (ii) employed in any such capacity as is specified in <i>Schedule II</i>, whether the contract of employment was made before or after the passing of this Act and whether such contract is expressed or implied, oral or 2 in writing; but does not include any person working in the capacity of a member of the Armed Forces of the Union; and any reference to any employee who has been injured shall, where the employee is dead include a reference to his Section 2(1):</p> | <p>Applicable subject to the list of classes of employee deployed under the definition of 'employee' read with the Schedule II.</p> <p>Also, the manpower agency shall mandatorily insure the life and health of each of its employee by way of taking requisite insurance policy.</p> <p>The agency shall take the following insurance policies for their employee(s): 1. Life Insurance policy, 2. Health Insurance Policy 3. Accidental Policy.</p> <p>Whenever such policies are provided and the workforce is covered under the said schemes, No separate claims for any compensation shall be admissible from the principal employer.</p> |
| 8. | Maternity Benefits Act, 1961 | N.A | <p>The section stipulates the application of the act to every establishment being a factory, mine or plantation including any such establishment belonging to Government and to every establishment wherein persons are employed for the exhibition of equestrian, acrobatic and other performances</p> <p>Section 2(2): The section stipulates that nothing in this Act shall apply to any factory or establishment to which the provisions of the <i>Employees' State Insurance Act, 1948 (34 of 1948)</i>, apply for the time being</p> | <p>The employees of any manpower agency / contractor covered under ESIC Scheme shall reap these benefits through the ESIC Scheme / respective scheme, hence, the employer or the principal employer is not directly responsible for any compensation or a paid leave during the period of maternity, subject to the provision mentioned under Section 5A of the MB Act read with Section 50 of the ESIC Act, 1948, and shall be covered under the ESIC provisions, wherever applicable.</p> |

Note:

1. It is mandatory for the housekeeping agency to have all relevant statutory registrations / licenses / certificates etc., under several laws for the purpose of carrying out / providing the manpower services to the Institute.
2. Beside the above statutory liabilities, the housekeeping agency shall adhere to and comply with all labour laws in India that may be applicable to the employee(s) engaged by them. The sole responsibility of the same shall be of the manpower agency and any liability arising out of omission and/or commission of any statutory duty shall be on the account of the housekeeping agency alone.
3. No employer–employee relationship will be created between the Institute and the employees engaged by the housekeeping agency.

2



4. The contractor / service provider/agency must ensure replacement / deployment of a suitable personnel for particular job work assigned to that post. Hence, any continuity of employment of a particular employee is strictly not in the purview of the Institute. Any consequent liability arising out of this context will be sole responsibility of the contractor alone.




| Housekeeping staff deployment sheet | | |
|-------------------------------------|--|---|
| S. No. | Building | Total Labour engaged (building wise) |
| A) | Supervisor (Male – 1 no. + Female-1 no.) | 2 |
| B) | Housekeeper | |
| 1. | Boys Hostel(Two) | 8 |
| 2. | Girls Hostel(two) | 8 |
| 3. | Teaching Block(two) | 2 |
| 4. | Guest House | 1 |
| 5. | Gyan Mandir | 2 |
| 6. | Auditorium | 1 |
| 7. | Convention Centre | 2 |
| 8. | Sports Complex | 1 |
| 9. | Legal Aid Clinic | 1 |
| 10. | Health centre | 1 |
| 11. | Samadhan Bhawan | 1 |
| 12. | Administrative Block | 1 |
| 13. | PG Boys Hostel | 1 |
| 14. | Rajiv Gandhi Cyber law | 1 |
| 15. | Colony Area | 5 |
| | Total | 38 |

The above deployment may be varied as per direction of authority.



2

Letter of Transmittal

From:

(Full address of the Bidder)

To:

Registrar

National Law Institute University

Kerwa Dam Road

Bhopal - 462 044

SUB: Submission of bids for "Providing services of cleaning, sweeping & up-keeping by providing manpower, material, T&P and disposal of garbage at NLIU Bhopal".

Sir,

Having examined the details given in the newspapers and bid document in two parts (**Part-I & Part-II**) in this regard along with **acknowledgement of submission of Performance Guarantee** for the above work, we hereby submit the bid with complete details.

1. We certify that all the statements made and information supplied in the enclosed **Form 1 to 5** and accompanying statements are true and correct.
2. We have furnished all information and details necessary for pre-qualifications and have no further pertinent information to supply.

(Signature of the bidder)



FINANCIAL INFORMATION

- I. **Financial Analysis** – Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss Account for 5 (five) years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

Name of the Firm / Agency: _____

Financial Years
(In lakh)

| Sl. No. | Details | (1) | (2) | (3) | (4) | (5) | (6) |
|---------|---------------------------------|---------|---------|---------|---------|---------|-----------------------------|
| | | 2021-22 | 2020-21 | 2019-20 | 2018-19 | 2017-18 | Average (for 5 years) |
| i) | Gross annual turnover in works. | | | | | | |
| ii) | Profit / Loss | | | | | | |

- II. Financial arrangements for carrying out the proposed works.
Note: Attach additional sheets, if necessary

Signature of Chartered Accountant with seal

Signature (s) of Bidder(s)



FORM '2'

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account for the financial year (2021-2022) _____, the Net worth of M/s _____ (Name & Registered Address of individual / firm / company), as on _____ (the relevant date) is Rs. _____ after considering all liabilities. It is further certified that the Net worth of the company has not eroded by more than 30% in the last three years ending on _____ (the relevant date)"

| | |
|-----------------------------------|--|
| Signature of Chartered Accountant | |
| Name of Chartered Accountant | |
| Membership No. of ICAI | |
| Date and seal | |

Seal & signature of the bidder



Performance Report Of Works Referred In Form 'C' – M/s

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of work /
Project & Location.
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Actual value of work done
6. Date of start
7. Date of completion
 - a) Stipulated date of completion
 - b) Actual date of completion
8. (a) Whether case of levy of compensation for
delay has been decided or not Yes/No
(b) If decided, amount of compensation levied
for delayed completion, if any
9. Performance report:

| | |
|----------------------------|------------------------------------|
| i) Quality of work | Outstanding/ Very good /Good/ Poor |
| ii) Finance Soundness | Outstanding/ Very good /Good/ Poor |
| iii) Technical Proficiency | Outstanding/ Very good /Good/ Poor |
| iv) Resourcefulness | Outstanding/ Very good /Good/ Poor |
| v) General behavior | Outstanding/ Very good /Good/ Poor |

(Signature)

Senior Level Officer of the Client (Seal of the
organization) (Not below the rank of executive
engineer)/ Dy. Director / AGM of PSU.

Date:

Name:
Phone:
Email ID:



CERTIFICATE & DECLARATION: non blacklisting of firm

It is certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that NLIU, Bhopal is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further NLIU, Bhopal is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future at least 2 years.

I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.

Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization.

Date:

Signature of the Tenderer

Place:

Stamp

Note: This certificate should be executed on duly notarized ` 100/- NJ Stamp Paper.



To,

.....
.....
.....

Sub: NIT No.: NLIU/HOUSEKEEPING-NIT/FEB-03 dated for the work
"Providing services of cleaning, sweeping & up-keeping by providing manpower, material, T&P
and disposal of garbage at NLIU Bhopal".

Dear Sir,

It is here by declared that NLIU Bhopal is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Tenderer will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/Tenderer will stand disqualified from the tendering process and the bid of the Tenderer would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NLIU Bhopal.

Yours faithfully,

Registrar
National Law Institute University, Bhopal



To,
Registrar
National Law Institute University, Bhopal

Sub: Submission of Tender for the work of **“Providing services of cleaning, sweeping & up-keeping by providing manpower, material, T&P and disposal of garbage at NLIU Bhopal”**.

Dear Sir,

I/We acknowledge that NLIU Bhopal is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NLIU Bhopal. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NLIU Bhopal shall have unqualified, absolute and unfettered right to disqualify the tenderer/Tenderer and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Tenderer)



To be signed by the Tenderer and same signatory competent / authorised to sign the relevant contract on behalf of NLIU Bhopal.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 20.....

BETWEEN

Board of Governors represented through Vice Chancellor, NLIU Bhopal,

AND

..... (Name and Address of the Individual/firm/ Company) through
..... (Hereinafter referred to as the (Details of duly authorized signatory)

“Tenderer/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for
(Name of work) hereinafter referred to as the “Contract”.

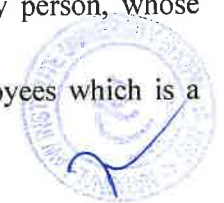
AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Tenderer(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Tenderer(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential / additional information through which the Tenderer(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a



criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Tenderer(s)/Contractor(s)

- 1) It is required that each Tenderer/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Tenderer(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Tenderer(s)/Contractor(s) will not enter with other Tenderer(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Tenders or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Tenderer(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Tenderer(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Tenderer(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Tenderer(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm indulge in **fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).



Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Tenderer(s)/Contractor(s) and the Tenderer/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- i. If the Tenderer(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 day's notice to the contractor shall have powers to disqualify the Tenderer(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Tenderer(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Tenderer/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Tenderer or Contractor, or of an employee or a representative or an associate of a Tenderer or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Tenderer declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Tenderer/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Tenderer/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Tenderers/Contractors/Subcontractors

- 1) The Tenderer(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Tenderer/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Tenderers and Contractors.
- 3) The Principal/Owner will disqualify Tenderers, who do not submit, the duly signed Pact between the Principal/Owner and the Tenderer, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period.



whichever is more and for all other Tenderers, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, NLIU.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)
WITNESSES:

.....
(For and on behalf of Tenderer/Contractor)

1.
(signature, name and address)

2.
(signature, name and address)

Place:
Date:



FORMAT FOR UNDERTAKING FOR SITE INSPECTION

To
The Registrar
National Law Institute University
Kerwa Dam Road Bhopal

I/we hereby give an undertaking for the given work as follows:

Sub: NIT No.: NLIU/HOUSEKEEPING-NIT/FEB-03 dated for the work **“Providing services of cleaning, sweeping & up-keeping by providing manpower, material, T&P and disposal of garbage at NLIU Bhopal”**.

I/we have inspected and examined the site and its surroundings is / are satisfied before submitting our bid as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation I/we may require and in general shall myself / ourselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid. I/we shall be deemed to have full knowledge of the site whether I/we inspect it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. I/we shall be responsible for arranging and maintaining at our own cost, all other services required for executing the work unless otherwise specifically provided for in the contract documents.

Submission of a bid by a I/we implies that I/we have read this notice and all other contract documents and has made myself/our self aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

Place:

Date:

Yours faithfully
(Signatures of Bidder(s))



**Undertaking for GST registration Certificate of the State i.e. other than
(Madhya Pradesh)**

“If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by the institute, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by the institute or GST department in this regard”.

Seal & Signature of the bidder(s)



DRAFT AGREEMENT

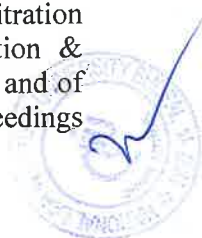
AGREEMENT made this _____ day of _____ Two Thousand _____ between the NATIONAL LAW INSTITUTE UNIVERSITY Bhopal and M/s _____ (Hereinafter referred to as "The Contractor") which expression shall include his/their respective heirs, executors, administrators and assigns of the other part.

WHEREAS the Institute is desirous for " _____ " and has caused drawings and specifications describing the work to be done and WHEREAS the said drawings as per list attached, the specifications, the priced Schedule of Quantities the conditions of tender and the conditions of contract have been signed by or on behalf of the parties hereto AND WHEREAS the contractor has agreed to execute upon and subject to the condition set forth (herein after referred to as 'the said conditions') the work shown upon the said drawings and described in the said specification and the said priced Schedule of Quantity 'at the respective rates mentioned in the priced Schedule of Quantities.

AND WHEREAS the contractor has deposited by Cash / FDR a sum of Rs. _____/- (Rupees only), with the Institute for the due performance of this agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the contractor as herein after provided the Contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawing and such further detailed drawings as may be furnished to him by the said Institute and described in the said specification, and the said priced Schedule of Quantities.
2. The Institute shall pay the contractor such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. Time is the essence of the agreement. In the event of the Contractor failing to comply with this condition, he shall be liable to pay compensation as per clause 2 of the condition of the contract as decided by the competent authority of the Institute in writing which shall be final and binding on the contractor.
4. The Drawings, specifications and priced Schedule of Quantities above mentioned shall form the basis of this contract and the decision of the Director or Arbitrator or Umpire as mentioned in the conditions of the Contract in reference to all matters of disputes as to material, workmanship or account and as to the intended interpretation of the clause of this agreement or any other document attached here to shall be final and binding on both parties and may be made a rule court.
5. The said contract comprises the work above mentioned and all the subsidiary work connected therewith the same site all may be ordered to be done from time to time by the institute even though such works may not be shown on the drawings or described in the said specifications or the priced Schedule of Quantities.
6. The institute reserves the right altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this contract.
7. The said conditions and appendix there to shall be read and construed as forming part of this agreement and the parties here to will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.
8. All other disputes and differences except as excluded by clause 2 shall be referred to arbitration as per clause 25 of the said conditions of contract. The provision of the Arbitration & Conciliation Act 1996 (26 of 1996) or any statutory modifications or reenactment thereof and of the rules made there under for the time being in force shall apply to Arbitration proceedings under this clause.



9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Bhopal and only courts in Bhopal shall have jurisdiction to determine the same.
- 10 The several parts of this contract have been read to us and fully understood by us. In witness whereof the parties hereto have set their respective hands the day and the year herein above written.

Registrar
For and on behalf of NLIU

In the presence of:

1.

2.

Contractor



श्रम आयुक्त कार्यालय, मध्यप्रदेश शासन, इंदौर

क्रमांक 1/11/अन्वे/पांच/2015/39378-627,

इंदौर, दिनांक 9/9/2022

अधिसूचना

मध्यप्रदेश राज्य में प्रभावशील न्यूनतम वेतन अधिनियम 1948 की धारा 2(घ) में निहित प्रावधान सहपठित मध्यप्रदेश श्रम विभाग की अधिसूचना क्रमांक 3761/813/16-ए/82 दिनांक 25.05.1982 के अनुसरण में, मैं डॉ. वीरेन्द्र सिंह रावत, श्रमायुक्त म.प्र. एतद् द्वारा अखिल भारतीय उपभोक्ता मूल्य सूचकांक जो कि भारत सरकार के लेबर ब्यूरो, शिमला से ज्ञात किया गया, जनवरी, 2022 से जून, 2022 तक के माहों के लिये निम्नानुसार प्रकाशित करता हूँ :-

| माह/वर्ष 2022 | अखिल भारतीय उपभोक्ता मूल्य सूचकांक (आधार वर्ष 2001=100) |
|--------------------|--|
| जनवरी, | 360.29 |
| फरवरी, | 360.00 |
| मार्च, | 362.88 |
| अप्रैल, | 367.78 |
| मई, | 371.52 |
| जून | 372.10 |
| औसत सूचकांक | 2194.57-6 = 366.76 (366) |

तथा इनका औसत 366 घोषित करता हूँ, जो कि अधिसूचित नियोजनों के श्रमिकों के लिये औसत निर्वाह व्यय सूचकांक (कास्ट ऑफ लिविंग इंडेक्स नंबर) रहेगा। जिसके आधार पर श्रम विभागीय अधिसूचना क्रमांक 41(बी)-1-2014-ए-सोलह दिनांक 29.09.2014 (मध्यप्रदेश राजपत्र क्रमांक 41 दिनांक 10.10.2014 में प्रकाशित) में अधिसूचित नियोजनों के श्रमिकों को दिनांक 01.10.2022 से 31.03.2023 तक परिवर्तनशील मंहगाई प्रस्ताव देय है।

म.प्र.राजपत्र दिनांक 10 जून 2016 के पृष्ठ क्रमांक 670 एवं 671 पर प्रकाशित श्रम विभागीय अधिसूचना, क्र. एफ 4(सी)-1-2013/अ-16 के अनुसार राज्य के कतिपय नियोजनों के श्रमिकों के लिए न्यूनतम वेतन की दरें पुनरीक्षित की गई है, जो अखिल भारतीय उपभोक्ता मूल्य सूचकांक 241 (जनवरी-जून 2014), 2001=100 को आधार मानकर संबद्ध की गई है। जो कि दिनांक 10 जून 2016 से लागू है।

(डॉ. वीरेन्द्र सिंह रावत)

श्रम आयुक्त,

मध्यप्रदेश, इंदौर

तथा न्यूनतम वेतन अधिनियम 1948
के अंतर्गत सक्षम प्राधिकारी





National Law Institute University, Bhopal
Kerwa Dam Road

PRICE SCHEDULE FOR QUOTING THE PERCENTAGE RATE

Name of work: Providing services of cleaning, sweeping & up-keeping by providing manpower, material, T&P and disposal of garbage at NLIU Bhopal.

NIT No.: NLIU/HOUSEKEEPING-NIT/FEB-03

Percentage Bid Sheet (PART 'A')

| Name of the Contractor | |
|-------------------------------|---|
| 1 | Cost of Manpower: As per letter issued dated 29.09.2022, Skilled: Rs 445.0 per day UnSkilled: Rs 359.0 per day Base wages mentioned above will be used for financial evaluation. |
| 2 | EPF (Employer's Contribution) and other statutory liabilities as per Annexure-I |
| 3 | ESIC (Employer's Contribution) and other statutory liabilities as per Annexure-I |
| 4 | Consumable material as per Annexure-II.(The rate should be inclusive of GST) To be quoted in Rupees for 12 months. |

(PART 'B')

| Sl. No. | Description | % age |
|----------------|--|--------------------|
| 5 | Agency overhead / Service charge (inclusive of all charges / overheads such as providing tools & plants , uniform to workers ,disposal of garbage to the approved Municipal dumping ground and all other liabilities as per terms & conditions of this NIT except Consumable material, Govt. taxes, as applicable etc). | |
| 6 | GST / Tax / Duties (%age) | As per Govt. Rules |
| 7 | TDS on GST (%age) | As per Govt. Rules |

FOR EVALUATION

1. Evaluation will be done based on the rates and percentage quoted in Part'A' and Part'B'.
2. a. PART'A' shall be evaluated for manpower i.e 02 Nos(Skilled), 36(Unskilled) employees with notional minimum wages as mentioned in the price bid.
2. b. Part'A' also contains rates(In rupees) to be quoted for annual consumable material requirements as assessed by the bidder.
3. Agency service charge in percentage with all taxes,duties etc.

