

**MADAN MOHAN MALAVIYA UNIVERSITY OF THECHNOLOGY
GORAKHPUR (UP)-273010**

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TENDER NOTICE (NIT)

Bid Reference No. : MUT/cdc/2017-18/01
E-tender portal : <http://etender.up.nic.in>

Critical Dates

Sr. No.	Particulars	Date	Time
1	Publishing Date	28.09.2017	06.55 pm
2	Bid Submission Start Date	28.09.2017	07.00 pm onwards
3	Bid Submission End Date	16.10.2017	11.30 am
4	Technical Bid Opening Date	16.10.2017	12.30 pm

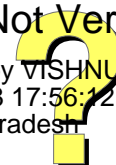
Place of Opening Tender: **Dr. Radha Krishnan Meeting Room**, 1st Floor,
Administrative Building, MMMUT, Gorakhpur

Madan Mohan Malaviya University of Technology, Gorakhpur invites online e-tenders from experienced and reputed agencies **for the execution and facilitating the Cleaning/Sweeping/Mopping/Sanitation services in the hostels, sweeping of roads within the campus** from 28.09.2017 to 16.10.2017 as per critical dates and time given above by fulfilling the criteria laid down in bid document. The technical bid, job specifications and scope of work, terms and conditions, financial bid and articles of agreement are given in bid document. The contract period will initially be for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions on yearly basis by another two years. The details of submission of e -Bids are available in the e-Bid document uploaded on the e-tender portal <http://etender.up.nic.in>. The undersigned reserves the right to cancel any or all the e-Bids or annul the bidding process without assigning any reason thereof.

Registrar
Madan Mohan Malaviya University of
Technology, Gorakhpur

Signature Not Verified

Digitally signed by VISHNU SWAROOP
Date: 2017.09.28 17:56:42 IST
Location: Uttar Pradesh



**MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY
GORAKHUR-273010**



TENDER DOCUMENT

For

**Providing Sweeping, Cleaning and Sanitation Services for Hostels, Academic Area, Residential Area,
Sweeping of Roads, Maintenance of all the parks through service contract**

At

MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY GORAKHUR

Madan Mohan Malaviya University of Technology, Gorakhpur invites e-tenders from experienced and reputed agencies **for the execution and facilitating the Cleaning/Sweeping/Mopping/Sanitation services in the hostels, sweeping of roads within the campus** by fulfilling the criteria laid down in Technical bid at Annexure-2. The job specifications and scope of work, Instructions to bidder and terms and conditions are given in Annexure-1. The format for Financial Bid is at Annexure-3. The contract period will initially be for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions on yearly basis by another two years.

Bid Document

Instructions to Bidder

1. **ONE BID PER BIDDER:** Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
2. **COST OF BID:** The bidder shall bear all costs associated with the preparation and submission of his bid and the University will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
3. **VISIT TO THE UNIVERSITY:** The bidder is required to provide, cleaning and sanitation services to this Institute and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the Contractor has undertaken a visit to the University and is aware of the requirement and operational conditions prior to the submission of the tender documents.
4. **CLARIFICATION OF TENDER DOCUMENT:**
 - A) The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of the Registrar, MMMUT Gorakhpur in writing.
 - B) The Tender document comprises of:
 - (a) Notice Inviting Tender
 - (b) Scope of Work to be executed by the Agency.
 - (c) Instructions to Bidders
 - (d) General Terms and Conditions of the Contract
 - (e) Check List for Technical Bid
 - (f) Format of Financial Bid
 - (g) Form of Undertaking
 - C) The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required in the Tender document or submission of a tender not substantially responsive in every respect will be at the bidder's risk and may result in rejection of his bid.
 - D) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

5. PREPARATION OF BIDS

A) The bidder shall, on or before the date given in the Notice Inviting Tender and submit his bid mentioning Tender for providing Housekeeping, cleaning and sanitation services at MMMUT, Gorakhpur.

6. SUBMISSION OF BIDS

The Bid must consist of the following documents:-

(a) **Envelop No. 1/File 1:** Tender Fee, EMD and Technical Bid as per the prescribed format.

(b) **Envelop No. 2/File 2:** Financial Bid as per the prescribed format.

c) Conditional bids/offers will be summarily rejected.

8. **VALIDITY OF TENDER:** The tender must remain valid and open for acceptance for a period of **90 days** from the date of opening of Technical Bid.

9. **LATE AND DELAYED TENDERS:** Bids must be received in the University at the address specified above not later than the date and stipulated time. The University may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the University and the Bidder will be the same.

10. BID OPENING AND EVALUATION:

A) The Committee of University will open the Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time. **They must bring proper authorization from their firm/agency at the time of opening of the bids failing which they will not be allowed to participate in the opening process.**

B) **All supporting documents in respect of the Bid must be submitted duly self-attested by the person signing the Bid and all original documents have to be produced on the date and time indicated for opening of the Tender for verification, without which the Bid is liable to be rejected. The University reserves the right to verify those original documents from the Authorities independently who have issued such documents for the purpose of this tender. Participation of the bidder/its representative may remain present at the time of opening the Bid.**

C) The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

D) Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

11. Quoted price:

A) The bidder shall quote rates for providing cleaning and sweeping services through service contract on service charge basis. Interested service providers may submit their proposals including details of manpower, machines & equipments to be deployed for cleaning and material to be used for cleanliness.

B) The service tax/GST and any other such tax applicable for the duration of the contract and shall be quoted by the bidder separately.

C) The rates quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended. In case of change in rate due to statutory provisions, only such change will be accepted and not any additional liability i.e. percentage of profits/service charge/s etc. As such the bidder while submitting the bid should specifically, quote the rate etc. in this regard.

D) The selected bidder has to furnish performance security in the form of Bank Guarantee for an amount of 10 percent of the value of the contract which should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contracting agency including warranty obligation or DD/Pay order drawn in favor of Madan Mohan Malaviya University of Technology, Gorakhpur payable at Gorakhpur. The performance security shall be submitted within 10 days from the date of notification of awarding the contract to the selected agency.

12. Evaluation of Bid:

After Expression of Interest received from the eligible service providers the shortlisted service providers will be called upon to submit a detailed proposal and presentation before the evaluation committee. The selection will follow Cost Based Selection (CBS) for assessing the suitability of the service provider. The Madan Mohan Malaviya University of Technology, Gorakhpur to shortlist or not to shortlist any or all the applicant(s) or to annul the entire process without assigning any reason.

The indenter will evaluate and compare the bids determined to be substantially responsive i.e. which are properly signed, and conform to the terms & conditions in the following manner:

- A.** The bid will be treated as non-responsive if following documents are not attached:
- a)** Brief profile of the firm and evidence to establish that bidder has successfully executed contracts of similar nature in the last 3 (Three) years along with an attested copy of the valid registration.
 - b)** Audited Balance Sheet & Profit and Loss Account.
 - c)** List of Clientele during last 3 years along with cost of assignment.
 - d)** PAN and IT returns.

- e) Attested copy of proof of EPF registration, if EPF applicable.
 - f) Attested copy of Proof of ESI registration, if ESI applicable.
 - g) Attested copy of Proof of Service Tax/GST Registration.
 - h) The bidder shall deposit Rs. 100,000/- (**Rupees One Lakh**) only in the form of DD/pay order drawn in favor of Madan Mohan Malaviya University of Technology, Gorakhpur payable at Gorakhpur as Earnest Money along with the bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- B.** Basic rates of wages minimum wages decided by Government of U.P. for un-skilled, semi-skilled, skilled, shall render the Bid disqualified for evaluation, in case minimum rates of wages have been fixed by State Government.
- C.** MMMUT is not bound to award the contract necessarily to the lowest bidder but the contract will be awarded to the lowest evaluated responsive bidder.

13. Award of contract:

- a) The MMMUT will award the contract to the bidder whose bid has been determined to be substantially responsive and the selected firm has to furnish performance security in the form of Bank Guarantee for an amount of 10% of the value of the contract which shall be valid for a period of 60 days beyond the date of completion of all contractual obligations or Demand Draft/ Pay order drawn in favor of Madan Mohan Malaviya University of Technology, Gorakhpur payable at Gorakhpur. The performance security shall be submitted within 10 days from the date of notification of awarding the contract to the selected agency.
- b) The MMMUT reserves the right to increase or decrease the requirement of manpower at the time of award of contract.
- c) The MMMUT prior to the expiration of the bid validity period will notify the bidder whose bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- d) Notwithstanding the above, the MMMUT reserves the right to accept or reject all bids and to cancel the bidding process and reject all bids at time prior to the award of the contract without assigning any reason.

RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-

- A) The University may terminate the contract if it is found that the Contractor is black listed on previous occasions by the any of the Institutes / University / Local Bodies / Municipalities /Public Sector Undertakings, etc.
- B) The University may also terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

Duration of the contract shall be 1 year. In case the service is not found to be satisfactory, the contract shall be terminated by Madan Mohan Malaviya University of Technology, Gorakhpur giving notice of one month to this effect. However, the contract can be terminated by giving a written notice of 3 months by the Agency. A record of every lapse small or big to be maintained by the University Authorities & fortnightly meeting with the representative of the Company will be held and minutes of the same recorded for compliance.

General Terms and Conditions

1. The offers in the prescribed format shall be submitted online at <http://etender.up.nic.in> as per tender document. No tender will be accepted by hard copy, fax, e-mail or any other such means. The bid has two covers one is '**Technical Bid**' giving details in the format as per Annexure-2 and second is '**Financial Bid**' in the format at Annexure-3.
2. An earnest money deposit (EMD) of Rs. 1, 00,000.00 (Rupees One Lac only) in the form of a Demand Draft/ Banker's Cheque/TDR/STDR drawn in favour of/ duly pledged in favour of "**Finance Controller, Madan Mohan Malaviya University of Technology, Gorakhpur**" and payable at **SBI MMEC branch Gorakhpur** should reach in the office of the Registrar before date and time of end of e-bid submission. Any other form i.e. cash, etc shall not be accepted.

3. The EMD shall be forfeited

- (a) If the bidder withdraws his bid during the period of bid validity.
 - (b) In the case of successful bidder, if he fails to furnish the required performance Guarantee within the specified time limit.
4. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after submission of the required performance Guarantee or EMD of successful bidder may be adjusted in performance Guarantee.
 5. The bid shall remain valid for a period of 90 days from the date of receipt of the bid.
 6. **The Bidder should inspect/visit the site before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.** Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required. **All papers submitted in the bid documents should be signed and attested by the duly authorized person as proof of the valid document for bid in the absence of document duly attested by the bidder, MMMUT may consider the document as invalid.**

7. RATES AND PRICES

- 7.1 Incomplete bids will summarily be rejected. All Corrections and alterations in the entries of tender papers will be signed in full by the bidder with date. No erasing or over-writings are permissible.

7.2 All statutory duties and taxes and other may be clearly specified price quoted shall be including all taxes whatsoever may be. Any variation in rates prices or terms during validity of the offer shall require forfeiture of the EMD.

7.3 No additional freight or any other charges, etc, would be payable.

8. TERMS OF PAYMENT

Payment will be released on monthly basis after receipt of bill and certification by Administration Wing that the services provided during the month are satisfactory.

9. LIQUIDATED DAMAGES

MMMUT reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by MMMUT from Security Deposit or pending bill or by raising a separate claim.

10. DEDUCTIONS FOR EXCEPTIONS

The deductions shall be made for the following jobs, if missed as exception. Such exceptions will duly be conveyed to the contractor by MMMUT in writing:

- (i) Not properly carrying out the jobs as defined for 'daily' - 2% (each exception) on 'monthly'
- (ii) Not properly carrying out the jobs as defined for 'weekly' - 3% (each exception) on 'monthly'

However, if the exceptions become general action will be initialled as per clause 11 above.

11. PERFORMANCE GUARANTEE

11.1 The successful bidder shall furnish a performance guarantee for an amount equal to ten (10) percent of the annual awarded value, within 10 calendar days from the date of acceptance of the bid for due and proper fulfillment of contract.

11.2 EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Guarantee towards full security deposit in the valid format or EMD of successful bidder may be adjusted in performance Guarantee. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.

11.3 The performance guarantee provided by the successful bidder may be in the form of a bank guarantee from a Nationalized Bank which should be valid for one year from the date of award.

12. CONCILIATION/ARBITRATION

- 12.1** If any dispute (s) or difference (s) of any kind whatsoever arise between the parties, the parties hereto shall negotiate with a view to its amicable resolution and settlement through committee appointed by the competent authority of MMMUT
- 12.2** In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then disputes or differences are detailed above shall be referred to and settled by the empanelled Sole arbitrator of MMMUT to be appointed by the MMMUT.
- 12.3** Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the contractor shall not be withheld on account of the such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- 12.4** The arbitration proceedings shall be accordance with the prevailing arbitration and conciliation act, 1996 and laws of India as amended or enacted from time to time.
- 12.5** The value of the arbitration proceedings shall be Gorakhpur (UP), India. The fee and other charges of arbitrator shall be determined by the arbitrator in terms of the act and shall be shared equally between the parties.
- 12.6** The arbitrator will give the speaking and the reasoned award. The parties will not be entitled to any pendent item interest during arbitration proceedings.

13. FORCE MAJEURE

- 13.1** In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts.
- 13.2** The term “Force Majeure” as employed herein shall mean acts of God, War, Civil Riots, Fire affecting the performance of the contract, Flood and Acts and Regulations of respective government of the two parties, namely MMMUT and the contractor.
- 13.3** Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by the Force Majeure conditions lasting for more than 2(two) months, MMMUT shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.
- 13.4** Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period which such cause lasts.

14. APPLICABLE LAW AND JURISDICTION

All matter connected with this shall be governed by the Indian law both substantive and procedural, for the time being in the force and shall be subject to the exclusive jurisdiction of courts at Gorakhpur.

15. No alternative offer shall be considered.
16. MMMUT reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidders on the ground of MMMUT's action.
17. MMMUT reserves the right to accept /reject any bid and to cancel the bidding process at any time and rejects all bids, at any time prior to placement of order, without thereby incurring any liability.
18. Afterwards of LOA, the Contractor is required to enter into a contract with MMMUT on the terms and conditions as detailed in the tender document.
19. The bid will be treated as non-responsive if following documents/ instruments are not attached with the tender.
 - (a) A certificate to the effect from the concerned client / clients that the bidder has successfully executed / executing Sweeping/cleaning & sanitation in last three consecutive years with a Government/ Semi Government organization, including an autonomous body and public sector undertaking should be furnished.
 - (b) The bidder should furnish a duly attested copy of valid ESI and EPF registration certificate and Income Tax PAN, TDS account no. (TAN) and Service tax/GST registration certificate respectively.
 - (c) The bidder should furnish copies of duly acknowledged income tax and service tax returns filed during the last 3 years with the technical bid i.e. for Assessment year 2015 – 16, 2016 – 17 and 2017 – 18.
 - (d) The bidder should furnish the details of having an average annual turnover of at least Rs. 50 Lacs during the last three consecutive financial years i.e. 2014 – 15, 2015 – 16 and 2016 – 17, copies of balance sheet and audited accounts are to be enclosed as evidence.
 - (e) All the participating bidders should submit an undertaking that as and when required by MMMUT Gorakhpur an additional manpower will be provided on a short notice of 12 hours, failing which the contracting agency will be liable for a penalty as decided by the indenting office i.e. Campus Development Cell.
 - (f) The bidder should not have been blacklisted by any Govt., Semi Govt. Department or any other Organization should furnish details in respect of any legal suit / legal action pending against the firm especially with regard to any violation of the EPF /PF Act, ESI Act, Labour Act/Laws, Income Tax Act and Service Tax Act. In case no such suit/ proceeding is pending an undertaking to the effect that no such suit / proceeding is pending against the firm may be furnished.
 - (g) The Bidder should have well established registered office as indicated in certificate of registration.
 - (h) Certificate of registration, MOU in case of partnership firm, article of association etc. must be attached.

- (i) Tenders incomplete in any form are liable to be rejected out rightly.
 - (j) In case any person signs the tender/agreement on behalf of a limited company or firm, letter of authority/resolution passed by the Company/firm empowering him/her to sign the documents on behalf of company or firm shall be enclosed in the tender document.
 - (k) Service charge less than 1% will not be accepted.
20. The tender form along with other details can be downloaded from our website www.mmmut.ac.in. The complete tender must be submitted along with Demand Draft of Rs. 1000.00 (Rs. One thousand only) drawn in favour of the “Madan Mohan Malaviya University of Technology, Gorakhpur payable at Gorakhpur towards the cost of tender document.
 21. The Bidder should quote the rates and amount tendered by them in figures as well as in words in the financial bid without any corrections or over writing.
 22. The tender should be filled up and signed in Hindi or English language only, the total amount tendered should be written in the English numerals only.
 23. Tenders should be submitted along with Account Payee Demand draft, of any nationalized scheduled bank amounting to Rs. 100000/- with validity of not less than 3 months beyond the validity period of tender, drawn in favour of M.M.M. University of Technology, towards E.M.D. and a separate case demand draft of Rs. 1000/- will be required to be attached as Tender fee. The E.M.D. of unsuccessful Bidders will be returned after finalization of the contract. No interest shall be paid on the E.M.D. In case of successful Bidder, amount paid as E.M.D. will be adjusted towards performance security deposit and this amount will not carry any interest.
 24. The bidder should enclose an undertaking to abide by the terms and conditions contained in the tender document for providing Sweeping, Cleaning & Sanitation services through service contract.
 25. The tender is not transferrable under any circumstances.
 26. Telegraphic / Electronic facsimile conditional or incomplete tenders will not be entertained. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
 27. Tender in any form other than the prescribed one will not be entertained and will summarily be rejected.
 28. If the awardees does not start his work within the stipulated time, his entire Earnest Money deposit submitted with the tender will be forfeited.
 29. M.M.M. University of Technology, Gorakhpur reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof, and the decision of competent authority of M.M.M. University of Technology, Gorakhpur in this respect shall be final.
 30. The Bid shall remain valid for a period of not less than 90 days after the last date of receipt of the Bids.
 31. Basic rates of wages including variable dearness allowance, quoted below minimum wages applicable for highly skilled and unskilled workers in the state of Uttar Pradesh shall render the bid to be disqualified for evaluation.

32. The evaluation of bid will be done for all the items put together and the M.M.M. University of Technology, Gorakhpur is not bound to award the contract necessarily to the lowest bidder, the contract will be awarded to the lowest evaluated responsive bidder.
33. The bidder should have sufficient cash flow to make payment to the workers for a period of three months.
34. The tenders received after the stipulated date and time for submission of tender will not be entertained at all.
35. Each page of the tender document is to be signed by the bidder. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over-writings are permissible.
36. The Bidders are advised to inspect/survey the entire University Campus, Hostel area, Residential area etc. Before quoting the rates, so as to fully acquire themselves of the conditions on ground. Tender must be submitted in original and without making any additions, alteration and as per details given in other claims given hereunder.
37. Before submitting the tender, the Bidder must ensure that they strictly fulfil all the eligibility conditions to avoid rejection of their tender.
38. The Agency submitting the tender would be presumed to have considered and accepted all the terms & conditions of this tender. No enquiry, verbal or written shall be entertained in respect of acceptance/rejection of tender.
39. The personnel provided shall be the employees of the Service provider and all statutory liabilities will be paid by the Service provider such as ESI, PF, Workmen's Compensation etc. The list of staff going to be deployed shall be made available to the University and if any change is required on part of the University fresh list of staff shall be made available by the agency after each and every change.
40. **The antecedents of manpower deployed shall be got verified by the bidder from local police authorities and an undertaking in this regard to be submitted to the Registrar, Madan Mohan Malaviya University of Technology, Gorakhpur.** The antecedents of all the workers will be got verified from the police by the contracting agency before deployment for work.
41. The manpower provided by the Contracting Agency shall be accepted only after scrutiny by Madan Mohan Malaviya University of Technology, Gorakhpur. The candidates may be invited for personal discussion also. No conveyance or any other charges will be paid by University. In case, none is found suitable then additional personnel shall be made available by the Contracting agency, promptly i.e. within 24 hours. The replacement of candidates on account of absence / unsuitability for University shall be made within 24 hours.
42. Madan Mohan Malaviya University of Technology, Gorakhpur also reserves the right to request for the services of additional/extra manpower. The contracting agency will be compensated, for the extra manpower provided, by MMMUT as per the rate quoted.

43. The contacting agency will be required to sign a contract with the Madan Mohan Malaviya University of Technology, Gorakhpur as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
44. In case of any loss, theft/sabotage caused by/attribution to the personnel deployed, the Madan Mohan Malaviya University of Technology, Gorakhpur reserves the right to claim and recover damages from Contracting Agency.
45. Contractor/Agency shall abide by all laws including, Labour Laws (ESI, PF, Income Tax, Service Tax or any other extra taxes levied by the Government) Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations. All the beneficiary deductions and certified copy should be enclosed with the next bill, otherwise, the bills shall not be passed.
46. The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, should be shown. The register shall remain available for inspection by the authorized representatives of the Registrar, Madan Mohan Malaviya University of Technology, Gorakhpur. Besides, the Contractor shall also maintain other statutory registers viz.; Leave Register, Overtime Register, Occurrence Register, Payment Register etc.
47. All liabilities arising out of accident or death while on duty shall be borne by the Contractor/Agency.
48. Adequate supervision will be provided to ensure correct & effective performance of the sweeping, cleaning and sanitation services in accordance with the prevailing assignment instructions agreed upon between the two parties.
49. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of the University premises.
50. In the event of any loss occasioned to the University, as a result of any lapse on the part of the Contractor as may be established after an enquiry conducted by the University, such loss will be recovered from the amount payable to the bidder. The decision of the competent authority in this regard will be final and binding on the agency.
51. The University shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Registrar.
52. The Contractor shall be responsible to protect all properties and equipment of the University entrusted to it.
53. The Contracting Agency shall provide to their sweeping personnel with impressive summer uniform as well as winter uniform with insignia and shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs. 500/- each occasion. The penalty on this account shall be deducted from the Contractor's bills.

- 54.** The Sweeping personnel deployed by the Contractor shall work under overall supervision & direction of the University administration. The University administration shall specify the services of the person to be obtained.
- 55.** The payment would be made on monthly basis for actual man days operated by the personnel supplied by the Contractor and based on the attendance sheets duly verified by Member Secretary, CDC of Madan Mohan Malaviya University of Technology, Gorakhpur and other supporting documents. No other claim on whatever account shall be entertained by the University. In the event of revision of rates by U.P. State Government as the case may be at any time, the same rates will accordingly be revised. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted.
- a)** Contractor shall pay the entitled wages on or before 10th day of each month in respect of previous month.
 - b)** Payment to such workers must be made by the service providers through the respective Savings Bank Accounts opened at Gorakhpur for each personnel engaged by the Contractor for the University. Under no circumstances payments will be made in cash.
 - c)** Monthly dues on account of EPF and ESI in respect of personnel shall be made by the Contractor to the EPF and ESI authorities without delay. Remittances through Bank Challan Electronic transfer shall be made for all such personnel as a distinct group.
 - d)** While submitting the bill, the Agency must file a certificate certifying the following:
 - i)** Wages of workers were credited to their bank accounts on (date)
 - ii)** ESI Contribution relating to workers amounting to Rs. was deposited on (date) (copy of the challan / Electronic Challan cum Return enclosed)
 - iii)** EPF contribution relating to workers amounting to Rs. was deposited on (date) (copy of the challan / Electronic Challan cum Return enclosed)
 - iv)** Compliance to all statutory requirements including those under Labour Laws, Minimum Wage Act etc.
- 56..** In case any public complaint is received attributable to misconduct/misbehavior of Contractor's personnel, & is assessed as true by University administration, a penalty may be deducted by the competent authority.
- 57.** In case the Contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, University reserves the right to impose appropriate penalty as deemed fit.
- 58.** The Contractor shall ensure that its personnel do not at any time, without the consent of the University in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by

the University and shall not disclose to any information about the affairs of University. This clause does not apply to the information, which becomes public knowledge.

59. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Agency shall stand forfeited.
60. Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/ fines. The concerned Contractor's personnel shall attend the court as and when required.
61. During the course of contract, if any Contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the University shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.
62. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the University, such money shall be deemed to be payable by the Contractor to the University within seven days. The University shall be entitled to recover the amount from the Contractor by deduction from money due to the Contractor or from the Performance Security.
63. The Contractor shall not engage any such sub-Contractor or transfer the contract to any other person in any manner.
64. The Contractor shall indemnify and hold the University harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Contractor.
65. The Contractor shall ensure to provide required number of female housekeeping staff as per need.
66. The Contractor shall ensure medical examination of working personnel before their deployment.
67. The University shall not be under any obligation for providing employment to any of the worker of the Contractor after the expiry of the contract. The University does not recognize any employee-employer relationship with any of the housekeeping personnel so engaged in the University.
68. The Company/Agency shall be responsible for all injuries and accidents to persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident whilst performing the duty. Documentary proof of policy be provided to MMMUT
69. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the University from the agency.
70. If any underpayment is discovered, the amount shall be duly paid to the agency by the University.
71. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the University etc.

72. The Contractor will have to submit proof of timely deposit of EPF/ESI in respect of housekeeping personnel engaged in the University to the authority concerned every month.
73. The Contractor's shall disburse the wages to its staff deployed in the University every month through ECS or by Cheque in the presence of representative of the University.
74. The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
75. The agency must have a registered branch office or furnish an undertaking to open one in the city of Gorakhpur within one month of award of contract failing which the contract shall be cancelled and the EMD will be forfeited.
76. That no right, much less a legal right shall vest in the Company/Agency's workers to claim/have employment or otherwise seek absorption in the University nor the Company/ Agency's workers shall have any right whatsoever to claim the benefits and for emoluments that may be permissible or paid to the employees of the University. The workers will remain the employees of the Company/ Agency and this should be solely the responsibility of the Company/ Agency to make it clear to their workers before deputing on work at the University.
77. The Company shall not be allowed to change its name and style after the award of the contract.
78. Any legal disputes will be subject to jurisdiction of Gorakhpur Courts only.
79. **DISPUTE RESOLUTION**
- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by M.M.M. University of Technology, Gorakhpur.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Jaipur only.

80. JURISDICTION:

The courts at Gorakhpur shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

(Registrar)

JOB SPECIFICATIONS AND SCOPE OF WORK

Bid Security: Rs. 100000/- in the form of Account Payee Demand Draft, from any of the Nationalized Bank, in favour of “**Madan Mohan Malaviya University of Technology**”, payable at Gorakhpur

Cost of Bid Document: Rs. 1,000/- including applicable GST

Period of Contact: For a period of one year.

1. AREA COVERAGE FOR SWEEPING/CLEANING/SANITATION/MOPPING**A. Sweeping and Grass Cutting by Gross Cutter Machine (Roads, Road side and open Academic area)**

S.N	Description of Work	Frequen cy
1.	Sweeping of roads and roadside within campus (Complete roads and five meter wide both sides of road of length 6 km):	Daily
2.	Five meter wide grass cutting (both sides of roads) by Grass Cutter Machine within campus:	Monthly
3.	Sweeping of open Academic Area (Main Gate ---Administrative Block---Vice Chancellor Residence --Post Office—Hospital—Multipurpose Hall—Substation—Workshop—Chemical Department—Administrative Block—Main Gate)	Daily
4.	Gross cutting of open academic area	Monthly

B. Door to Door Garbage Collection in the Morning from houses in the campus

S.N	Description of Work	Frequency
1.	Door-to-Door garbage collection from Type-I to Type-V houses and dumping it at specified location.	Daily (6.30 AM-9.30 AM)
2.	Garbage collection from road side, open academic area, Hostels, Residences, Guest house, Cafeteria, Canteen, MPH, Departments, Administrative Block, Sections etc and dumping it at specified location (Approximate 210 no. of houses). A Rickshaw with two partitions should be used for collecting Biodegradable and non biodegradable garbage separately.	Daily (9.00AM-12.30 PM)

C. Sweeping, Cleaning, Sanitation, Mopping and Grass Cutting by Gross Cutter Machine (Hostels)**TAGORE BHAWAN (BOYS HOSTEL)**

S.N	Description of Work	Frequency
1.	Cleaning of Toilets, Bathrooms, Urinals, Wash Basins (Toilets = 32 no., Bathrooms = 24 no., Urinals = 16 no. Wash Basins = 24 no.)	Two times daily
2.	Sweeping and Mopping of Hostel Veranda, Mess Hall, Kitchen, Stair cases etc:	Daily
3.	Cleaning the floor of Hostel veranda, Mess veranda, Mess Hall and kitchen with a suitable detergent: Area = 735 sq m (Approx)	Weekly (Saturday in afternoon)
4.	Sweeping of Lawns (8 no.) within the boundary of the Hostel:	Daily
5.	Sweeping of 10 meter wide towards north side of the hostel	Daily
6.	Grass cutting of Lawns (8 no.) within the boundary of the Hostel by grass cutting machine:	Monthly
7.	Grass cutting of 10 meter wide towards north side of the hostel by grass cutting machine:	Monthly

8.	Sweeping of roof of the hostel	Monthly
9.	Cleaning of Ceiling of the toilet blocks, Veranda of hostel, Veranda of Mess, Mess hall, Kitchen, stairs from zala.	Monthly

VISHWESHWARIYA BHAWAN (BOYS HOSTEL)

S.N	Description of Work	Frequency
1.	Cleaning of Toilets, Bathrooms, Urinals, Wash Basins (Toilets = 32 no., Bathrooms = 24 no., Urinals = 16 no. Wash Basins = 24 no.)	Two times Daily
2.	Sweeping and Mopping of Hostel Veranda, Mess Hall, Kitchen, Stair cases etc:	Daily
3.	Cleaning the floor of Hostel veranda, Mess veranda, Mess Hall and kitchen with a suitable detergent:	Weekly (Saturday in afternoon)
4.	Sweeping of Lawns (8 no.) within the boundary of the Hostel:	Daily
5.	Grass cutting of Lawns (8 no.) within the boundary of the Hostel by grass cutting machine:	Monthly
6.	Sweeping of roof of the hostel	Monthly
7.	Cleaning of Ceiling of the toilet blocks, Veranda of hostel, Veranda of Mess, Mess hall, Kitchen, stairs from zala.	Monthly

TILAK BHAWAN (BOYS HOSTEL)

S.N	Description of Work	Frequency
1.	Cleaning of Toilets, Bathrooms, Urinals, Wash Basins (Toilets = 8 no., Bathrooms = 8 no., Urinals = 16 no. Wash Basins = 12 no.)	Two times Daily
2.	Sweeping and Mopping of Hostel Veranda, Mess Hall, Kitchen, Stair cases etc:	Daily
3.	Cleaning the floor of Hostel veranda, Mess veranda, Mess Hall and kitchen with a suitable detergent:	Weekly (Saturday in afternoon)
4.	Sweeping of Lawns (2 no.) within the boundary of the Hostel:	Daily

5.	Grass cutting of Lawns (2 no.) within the boundary of the Hostel by grass cutting machine:	Monthly
6.	Sweeping of roof of the hostel	Monthly
7.	Cleaning of Ceiling of the toilet blocks, Veranda of hostel, Veranda of Mess, Mess hall, Kitchen, stairs from zala	Monthly

AMBEDKAR BHAWAN (BOYS HOSTEL)

S.N	Description of Work	Frequency
1.	Cleaning of Toilets, Bathrooms, Urinals, Wash Basins (Toilets = 32 no., Bathrooms = 32 no., Urinals = 8 no. Wash Basins = 16 no.)	Two times Daily
2.	Sweeping and Mopping of Hostel Veranda, Mess Hall, Kitchen, Stair cases etc:	Daily
3.	Cleaning the floor of Hostel veranda, Mess veranda, Mess Hall and kitchen with a suitable detergent:	Weekly (Saturday afternoon)
4.	Sweeping of Lawn within the boundary of the Hostel and outside area:	Daily
5.	Grass cutting of Lawn within the boundary of the Hostel and outside area by grass cutting machine:	Monthly
6.	Sweeping of roof of the hostel	Monthly
7.	Cleaning of Ceiling of the toilet blocks, Veranda of hostel, Veranda of Mess, Mess hall, Kitchen, stairs from zala.	Monthly

SUBHASH BHAWAN (BOYS HOSTEL)

S.N	Description of Work	Frequency
1.	Cleaning of Toilets, Bathrooms, Urinals, Wash Basins (Toilets = 32 no., Bathrooms = 32 no., Urinals = 32 no. Wash Basins = 32 no.)	Two times Daily
2.	Sweeping and Mopping of Hostel Veranda, Mess Hall, Kitchen, Stair cases etc:	Daily
3.	Cleaning the floor of Hostel veranda, Stairs, Mess veranda, Mess Hall and kitchen with a suitable detergent:	Weekly (Saturday in

		afternoon)
4.	Sweeping of Lawn (4 no.) within the boundary of the Hostel and both sides of hostel:	Daily
5.	Grass cutting of Lawn within the boundary of the Hostel and outside area by grass cutting machine:	Monthly
6.	Sweeping of roof of the hostel	Monthly
7.	Cleaning of Ceiling of the toilet blocks, Veranda of hostel, Veranda of Mess, Mess hall, Kitchen, stairs from zala.	Monthly

RAMAN BHAWAN (BOYS HOSTEL)

S.N	Description of Work	Frequency
1.	Cleaning of Toilets, Bathrooms, Urinals, Wash Basins (Toilets = 32 no., Bathrooms = 32 no., Urinals = 48 no. Wash Basins = 32 no.)	Two times Daily
2.	Sweeping and Mopping of Hostel Veranda, Mess Hall, Kitchen, Stair cases etc:	Daily
3.	Cleaning the floor of Hostel veranda, Stairs, Mess veranda, Mess Hall and kitchen with a suitable detergent: Area =1657 sq m (Approx)	Weekly (Every Saturday in afternoon)
4.	Sweeping of Lawn (6 no.) within the boundary of the Hostel and both sides of hostel:	Daily
5.	Grass cutting of Lawn within the boundary of the Hostel and outside area by grass cutting machine:	Monthly
6.	Sweeping of roof of the hostel	Monthly
7.	Cleaning of Ceiling of the toilet blocks, Veranda of hostel, Veranda of Mess, Mess hall, Kitchen, stairs from zala.	Monthly

SAROJANI BHAWAN (GIRLS HOSTEL)

S.N	Description of Work	Frequency
1.	Cleaning of Toilets, Bathrooms, Urinals, Wash Basins (Toilets = 15 no., Bathrooms = 15 no., Wash Basins = 10 no.)	Two times Daily
2.	Sweeping and Mopping of Hostel Veranda, Mess Hall, Kitchen, Stair cases etc:	Daily
3.	Cleaning the floor of Hostel veranda, Stairs, Mess veranda, Mess Hall and kitchen with a suitable detergent:	Weekly (Saturday in afternoon)
4.	Sweeping of Lawn within the boundary of the Hostel and both sides of hostel:	Daily
5.	Grass cutting of Lawn within the boundary of the Hostel and both sides of hostel by grass cutting machine:	Monthly
6.	Sweeping of roof of the hostel	Monthly
7.	Cleaning of Ceiling of the toilet blocks, Veranda of hostel, Veranda of Mess, Mess hall, Kitchen, stairs from zala.	Monthly

SARASWATI BHAWAN (GIRLS HOSTEL)

S.N	Description of Work	Frequency
1.	Cleaning of Toilets, Bathrooms, Urinals, Wash Basins (Toilets = 27 no., Bathrooms = 37 no., Wash Basins = 10 no.)	Two times Daily
2.	Sweeping and Mopping of Hostel Veranda, Mess Hall, Kitchen, Stair cases etc:	Daily
3.	Cleaning the floor of Hostel veranda, Stairs, Mess veranda, Mess Hall and kitchen with a suitable detergent:	Weekly (Saturday in afternoon)
4.	Sweeping of Lawn within the boundary of the Hostel and both sides of hostel:	Daily

5.	Grass cutting of Lawn within the boundary of the Hostel and both sides of hostel by grass cutting machine	Monthly
6.	Sweeping of roof of the hostel	Monthly
7.	Cleaning of Ceiling of the toilet blocks, Veranda of hostel, Veranda of Mess, Mess hall, Kitchen, stairs from zala.	Monthly

KALPANA BHAWAN (GIRLS HOSTEL)

S.N	Description of Work	Frequency
1.	Cleaning of Toilets, Bathrooms, Urinals, Wash Basins (Toilets = 12 no., Bathrooms = 12 no., Wash Basins = 8 no.)	Two times Daily
2.	Sweeping and Mopping of Hostel Veranda, Mess Hall, Kitchen, Stair cases etc:	Daily
3.	Cleaning the floor of Hostel veranda, Stairs, Mess veranda, Mess Hall and kitchen with a suitable detergent:	Weekly (Saturday in afternoon)
4.	Sweeping of Lawn area of the Hostel and both sides of hostel:	Daily
5.	Grass cutting of Lawn within the boundary of the Hostel and both sides of hostel by grass cutting machine:	Monthly
6.	Sweeping of roof of the hostel	Monthly
7.	Cleaning of Ceiling of the toilet blocks, Veranda of hostel, Veranda of Mess, Mess hall, Kitchen, stairs from zala.	Monthly

KASTURBA BHAWAN (GIRLS HOSTEL)

S.N	Description of Work	Frequency
1.	Cleaning of Toilets, Bathrooms, Urinals, Wash Basins (Toilets = 24 no., Bathrooms = 18 no., Wash Basins = 18 no.)	Two times Daily
2.	Sweeping and Mopping of Hostel Veranda, Common room, Drawing hall, Main hall, Lobby, Mess Hall, Kitchen, Stair cases etc:	Daily
3.	Cleaning the floor of Hostel Veranda, Common room, Drawing hall, Main hall, Lobby, Mess Hall, Kitchen, Stair cases etc: Area = 886 sq m (Approx)	Weekly (Saturday in afternoon)
4.	Sweeping of Lawn within the boundary of the Hostel and both sides of hostel:	Daily
5.	Grass cutting of Lawn within the boundary of the Hostel and both sides of hostel by grass cutting machine:	Monthly
6.	Sweeping of roof of the hostel	Monthly
7.	Cleaning of Ceiling of the toilet blocks, Veranda of hostel, Veranda of Mess, Mess hall, Kitchen, stairs from zala.	Monthly

MAINTENANCE OF ALL THE PARKS IN MMMUT CAMPUS (GOLDEN JUBILEE PARK, DHANWANTRI PARK, VIRASAT VATIKA AND MALAVIYA UDYAN)

1. The Agency shall make arrangements by appointing a dedicated worker for regular maintenance of the plants, flowers, cutting of grass inside the park and hedge around the parks.
2. The agency will provide the seasonal flowers, maintain the lamps and lamp posts, pathways, sitting benches, opening and closing of parks and painting of Gates, pillars and swings of the parks wherever it is required.
3. Repairing & maintenance and change of parts of swings in Golden Jubilee Park will be done by agency.

D. DETAILS OF SCOPE OF WORK:

1. Cleaning, sweeping, moping and wiping of floors, staircase on daily basis from Monday to Saturday or as required by Officer-in-charge. Activity of cleaning/moping shall start in the morning at 6.30 AM so as to complete the cleaning/ moping work before 9.00 AM.

2. Thorough cleaning of all the toilets, Urinals, Wash basins and circulation area of the toilet blocks in the hostels using deodorants, detergent and disinfectants once in the morning and again in the afternoon and by putting Naphthalene balls and air purifier in all urinals, wash basin and WC area.
3. Toiletries/Cleaning materials required equipments etc shall be provided by Service provider.
4. Cleaning and dusting of entire furniture, doors, windows, racks, sofas, telephones, curtains, TV, fans etc of common rooms, with dry/wet cloth, feather brush and duster as and when required.
5. Lifting, carrying and disposing the dead animals', if found in MMMUT Campus.
6. Cleaning the drains of entire MMMUT Campus, spray of pesticides /bleaching powder/lime powder weekly in and around the hostel building, Residential areas and academic area.
7. All the cleaning/sweeping/mopping and other works described above of Girls Hostels must be carried out by suitable female workers.
8. Clearing of any choking's in the drainages, manholes etc in University Campus should be done within 24 hours of noticing the complaint.
9. Removal of beehives and cobwebs/honey webs from the departments, hostels and its premises.
10. The agency should also ensure special cleaning of roads and marking by lime powder before any VIP movements or functions organized in the University as per instruction of Officer-in Charge. Agency is also required to clean the function area after the function is over.
11. The agency is supposed to ensure to keep away all the wondering animals from residential/Hostels/University Campus.
12. The bidder must employ adult skilled labor only. Employment of child labor will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operational problems, the bidder must rotate the staff once in six months with prior written information to MMMUT.
13. Proper register/records for the job carried on out on daily, weekly, fortnightly and monthly basis will be maintained by the supervisor of the bidder and will countersigned by the officer-in-charge of MMMUT at regular intervals and finally at the end of each month.

14. The bidder should possess or procure needful infrastructure, gadgets and other materials required for smooth sweeping/cleaning/mopping/sanitation services. No additional cost towards this and supervisor will be borne by MMMUT.

E. JOB TO BE CARRIED OUT DAILY

1. Cleaning of all the toilets/bathrooms in the hostels at least twice daily (before 8.30AM & after 3.30PM) with Acids/Harpic/detergent / phenol etc and maintain the toilet floors dry during study hours. Cleaning of windows and windows sills of all toilets to be done regularly. Wash basins, urinals, WCs are to be cleaned with suitable detergent. Flushing system of all toilets is to be checked at regular interval every day. Naphthalene balls, air purifier are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place/container.
2. Moping of floors of corridors/Verandas, Mess hall, Common rooms, Kitchen, staircases and common area with phenol in the morning and evening.
3. Clearing of chokage in sewer and pumping lines within premises as and when required.
4. Cleaning of gulley trap and manholes within surrounding of premises as and when required.
5. Spray of scented mosquito and cockroach killer in all the hostels on all floors as and when required. Mosquito/cockroach killers shall be of ISI mark. Special scented purifiers shall be sprayed at least twice daily in all the toilets and bathrooms of the hostels.

F. JOBS TO BE CARRIED OUT WEEKLY

Acid cleaning of sanitary ware without damaging their scrubbing and cleaning of floors and walls in toilets/bathrooms, corridors/veranda, Mess hall, kitchen etc with soap, detergents, kerosene/petrol or any other chemicals, automatic mopper /scrubbing to be used at least once in a week.

G. JOBS TO BE CARRIED OUT FORTNIGHTLY BASIS

All toilets/bathrooms floors and other areas, as may be directed by Officer In-charge shall be cleaned with floor scrubbing machine.

H. JOBS TO BE CARRIED OUT ON MONTHLY BASIS:

1. All floors in Hostel in common area including Verandas, Mess Halls, Kitchens, staircases shall be cleaned thoroughly with floor scrubbing machine using soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be properly polished.
2. Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of Office-In-charge.
3. The roof Of the hostels have to be cleaned using Roof Cleaning Machine and to the satisfaction of the office authorized by MMMUT.

I. PROVIDING WORKFORCE:

The bidder has to provide workforce in sufficient numbers to maintain the Hostels and University premises as required of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the Officer-In-charge. Tentative requirement to be deployed is given hereunder:-

- | | | | |
|-------|----------------------|-----------------------|---------------------------------------|
| (i) | Unskilled Workers | (32 No.) (Thirty Two) | (The number may increase or decrease) |
| (ii) | Semi-skilled Workers | (02 No.) (Two Only) | (The number may increase or decrease) |
| (iii) | Skilled Worker | (01 No.) (ONE Only) | (The number may increase or decrease) |

The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality service and minimize operation problems, the bidder may rotate the staff once in six months with prior written to Ministry. The bidder shall ensure that all the workforce deployed wear uniform while on duty.

J. SUPPLY OF MATERIAL AND CONSUMABLES:

All materials/consumables, Equipments and other related items are to be provide by the agency and the same has to be of ISI make or in conformity with the specification/make keeping in view good quality/standard after discussion and finalization with Office-In-charge. The firm shall assess the quantity of consumables to be used, supply them in advance and store them at MMMUT Gorakhpur on fortnightly basis. Money spent on Consumables / Materials will be reimbursed by MMUT on the actual cost against the bills after verification of rates.

I. WASTE DISPOSAL MANAGEMENT:

The bidder will ensure collection, mechanized screening/segregation of dry and wet garbage in the earmarked area. The bidder will also ensure segregation of bio degradable and non bio degradable garbage. Finally the bidder will arrange for disposal of garbage at such a place as may be permissible by MMMUT.

TECHNICAL BID

1. THE COMPANY

- (a) **Name:**_____
- (b) **Regd. Address:**_____
- (c) **Address of Office at:**_____
- (d) **Contact Person's**
 - (i) **Name & Designation:**_____
 - (ii) **Tel No. Landline:**_____ **Mobile No.**_____
 - (iii) **Email ID:**_____

2. Type of Firm: _____ **Private Ltd./Public Ltd./Cooperative/NGO/PSU**
(Please tick and enclose requisite supporting documents)

3. PAN/GIR No. : _____
(Please upload scanned attested copy of certificates)

4. TIN No.: _____
(Please upload scanned attested copy of certificates)

5. GSTIN: _____
(Please upload scanned attested copy of certificates)

6. EPF Registration No.: _____
(Please upload scanned attested copy of certificates)

7. ESI Registration No.: _____
(Please upload scanned attested copy of certificates)

8. Annual Turnover for the last 3 year:
(Should not be less than Rs. 150.00 Lakhs)
(Relevant documents for verification to be attached)

_____	2013	–	14
_____	2014	–	15
_____	2015	–	16

9. Experience of similar work in the field during the last three years:

- (a) (Should have provided Sweeping/Cleaning/Sanitation service in reputed organizations including PSU/Govt. Deptt./MNC/Private firms with work order not less than (i) Rs. 150.00 lakhs in a single order, or (ii) Rs. 75.00 lakh cash in two orders; or (iii) Rs. 50.00 lakh cash in three orders)
- (b) Please submit copies of documentary evidence e.g. work order and corresponding satisfactory job completion certificates from clients specifying value and period of work order.

10. Infrastructure Details

- (i) Industrial, Mechanical Scrubbing Machine: Available / Not Available
- (ii) Vacuum Cleaner: Available / Not Available
- (iii) Floor Scrubbers (electrically operated): Available / Not Available
- (iv) Hand Trolley: Available / Not Available
- (v) Rickshaws having two partitions: Available / Not Available
- (vi) Roof Cleaner: Available / Not Available

11. Earnest Money Details : DD No. _____ Date _____

Amount Rs. 1.00 Lakh drawn in favour of Madan Mohan Malaviya University of Technology,
Gorakhpur

Signatures of
authorized signatory
Name

Designation

Seal:

Financial Bid

Annexure – 3

Sl. No.	Item Description	Quantity	Unit	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	Supply of Man power per month, EPF, ESI, GST applicable at the time of billing will be paid extra. Bidders are advised to quote the percentage above rates including/considering thier service charges (Minimum service charge acceptable is 1%)					
1.01	Unskilled Worker	32	Nos	7400.46	236814.72	INR Two Lakh Thirty Six Thousand Eight Hundred & Fourteen and Paise Seventy Two Only
1.02	Skilled Worker	1	Nos	9118.66	9118.66	INR Nine Thousand One Hundred & Eighteen and Paise Sixty Six Only
1.03	Semi-Skilled Worker	2	Nos	8140.51	16281.02	INR Sixteen Thousand Two Hundred & Eighty One and Paise Two Only
Total in Figures					262214.40	INR Two Lakh Sixty Two Thousand Two Hundred & Fourteen and Paise Forty Only

MODEL AGREEMENT FOR SERVICE CONTRACT

1.1 THE AGREEMENT

1.11 THIS AGREEMENT made and entered into on this (Date) day of (Month) Two Thousand (Year) between the Madan Mohan Malaviya University of Technology, Gorakhpur a state funded autonomous body located at Madan Mohan Malaviya University of Technology, Gorakhpur (hereinafter called indenting office which expression shall where the context so admits include its successors and permitted assigns) of the one part, and

1.1.2 NAME OF THE CONTRACTING AGENCY A [ADDRESS] (hereinafter called the contracting agency which expression shall where the context so admits include its successors and permitted assigns) of the part.

DEFINITIONS

The agreement is general in nature where in the particular office has been generally referred to as “Indenting Office” and the agency providing the service as “Contracting Agency”. If desired the word “Indenting Office” may be substituted by the acronym of the particular office and the contracting agency by a suitable abbreviated name/acronym.

1.2 PREAMBLE

1.2.1 WHEREAS THE CONTRACTING AGENCY is engaged in /carrying out [define the present business/objective/activity of the Contracting Agency] and is desirous of providing service to the.....(on/in/for) [Name the area of service contract].

1.2.2 Whereas.....at its [Name of the office] (hereinafter called the Indenting Office) is seeking service on contract for [Name of the area of service contract] as detailed in the Appendix-I to the agreement (herein after called the works).

Now therefore in consideration of the premises and mutual covenants here in hereinafter contained the parties here to agree as follows:

1.3 SCOPE OF THE AGREEMENT

1.3.1 The agreement details the terms and conditions, financial arrangements, responsibilities and obligations of the contracting Agency and Indenting Office/pertaining to the work and terms and conditions specified in the bid document and accepted bid will also form the part of the model agreement.

1.4 FINANCIAL ARRANGEMENTS

1.4.1 In consideration of the work to be carried out by the contracting Agency the..... shall pay the contracting Agency as follows after deducting Income Tax at source on the total amount;

(I) ` ** per Man Month/ Man Day/ Man Hour on (Date) of every month for the service to be rendered by the contracting Agency Subject to compliance of terms of the agreement by the contracting agency, **` For service contract on.

1.5 MODALITIES OF CONTRACT

1.5.1 This contract is of nature of service contract for a specified period and not labour contract.

1.5.2 The responsibility of the Contracting Agency and schedule of fulfillment thereof shall be as per section II of the tender document terms and condition of the tender document.

1.5.3 There will be a screening Committee for evaluation of progress of the work. This committee shall be set up by the Indenting Office. It will {Fix/identify} the work to be done by the contracting agency, targets/milestones and criteria for completion of the Work. It shall also review the progress of the work at mid-term of contract period. If at any state the Screening Committee find the performance of the CONTRACTING AGENCY unsatisfactory, a notice to that effect will be sent to CONTRACTING AGENCY and if it fails to improve its performance of WORK within seven days of the notice serviced, the continuation of this agreement will be reviewed by the INDENTING OFFICE and agreement shall be terminated by giving information in writing to that effect to the CONTRACTING AGENCY.

1.5.4 For the purpose of providing service, the working hours and day of workers deployed by the contracting agency in the premises of indenting office shall be as per section II of the tender document terms and condition of the tender document.

1.6 RESPONSIBILITIES OF CONTRACTING AGENCY

1.6.1 CONTRACTING AGENCY shall undertake the work as per Section II of the tender document by providing manpower in the premises of the Indenting Office.

1.6.2 Contracting agency shall substitute suitable workers in lieu of those provided by it in the Indenting Office for the purpose of work, if not found suitable by the indenting office on initial evaluation within 48 hours of written notice. Similarly the indenting office will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees/sick workers or otherwise on valid reason.

1.6.3 Contracting agency shall on receipt of advance notice of not less than 24 hours from the Indenting Office, provide additional manpower or make temporary withdrawal of manpower provided by it.

1.6.4 Contracting agency shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the indenting office. The indenting office shall not be responsible for making any payment to them. Workers provided by contracting agency shall be employees of the contracting agency for all purpose and the indenting office shall not have liability of any kind towards workers

1.6.5 Contracting agency shall be responsible for any damage to the property/ equipment/material of the indenting office by its personnel during the course of or subsequent to the work being rendered. Intimation regarding damage shall be given in writing to the contracting agency within a week.

1.6.6 Liquidated damages for defaults on the part of the contracting agency will be recovered from it. The decision of the head of indenting office shall be final in this regard.

1.7 RESPONSIBILITIES OF THE INDENTING OFFICE

1.7.1 Indenting office shall provide all the basic working data available with it to the authorized workers provided by the contracting agency for fulfillment of the work.

1.7.2 Indenting office shall permit the duly authorized workers of the contracting agency at all convenient times to enter into and upon its premises where work is to be performed.

1.7.3 Indenting office will maintain a separate record of attendance of number of workers provided by the contracting agency. The payment will be released to the contracting agency on pro-rata basis after deducting the days of absence without suitable replacement or poor performance.

1.8 COMPLETION

1.8.1 The work shall deemed to have been completed on expiry of period of this contract and release of final payment to the contracting agency by the indenting office subject to review by the screening committee setup by the University.

1.9 CONFIDENTIALITY

1.9.1 During the tenure of the agreement and thereafter the contracting agency undertake on their behalf and on behalf of their subcontracts/employees/representatives/associates to maintain strict confidentiality and prevent disclosures thereof of all the information and “data exchanged/generated” pertaining to work under this agreement for any purposes other than in accordance with the agreement.

2.1 FORCE MAJEURE:

2.1.1. Neither party shall held responsible for non fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force major events such as but not limited to acts of God, war, flood, earthquake, strike, lockouts, epidemics, riots, civil commotions etc., provided on

the occurrence and cessation of any such events, the party effected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force- Majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

2.2 EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

2.2.1 The agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to contracting agency and shall remain in force for a period of 12 months from the said date.

2.2.2 The agreement shall be deemed to expire on the completion of the period.

2.2.3 During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a (months) notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of the party's right to terminate this agreement.

2.2.4 In this event of termination of the agreement the right and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by indenting office.

2.2.5 In the event of termination of agreement, the contracting agency shall be liable to refund the amount if any, paid in advance to it by the indenting office.

2.3 NOTICE

2.3.1 All notices and other communications required to be served on the considered to be duly served if the same shall have been delivered to, left with or posted by the registered mail/ speed post to the contracting agency at its last known address. Similarly, a notice to be given to the indenting office shall be considered as duly served if the same shall have been delivered to, left posted by registered mail/ speed post to the indenting office at its registered address at

2.4 AMENDMENTS OF THE AGREEMENT

2.4.1 No amendment of modification of this agreement shall be valid unless the same made in writing by both the parties and their authorized representative and stating the same to be an amendment of this agreement. The modification/ changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

2.5 ASSIGNMENT OF THE AGREEMENT

2.5.1 The rights and/ or liabilities arising to any party to this Agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

2.6 DISPUTE SETTLEMENT

2.6.1 In the event of any dispute or difference between the parties arising out of in connection with the terms and conditions of this agreement the decision of indenting will be final. The settlement of disputes or differences shall be under the jurisdiction of Gorakhpur.

SEAL OF THE PARTIES

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned herein before.

Parties	Parties
For and on behalf of	For and on behalf of
Signature	Signature
Name	Name
Designation	Designation
Seal	Seal
Witness (Name and address)	Witness (Name and address)
1.	1.
2.	2.

Signature Not Verified

Digitally signed by VISHNU SWAROOP
Date: 2017.09.28 18:15:06 IST
Location: Uttar Pradesh

