

ACN/01/2023

**TERMS AND CONDITIONS FOR PROVIDING
HOUSEKEEPING/ADMINISTRATIVE SERVICES**

1. Quotations are invited from the Government Approved Registered Agencies for providing Housekeeping/Administrative Services to Army College of Nursing (ACN), Deep Nagar, Jalandhar Cantt for a period of one year only. The details/areas for providing housekeeping/administrative services are as under: -

(a)	Drivers Male - (Highly skilled)	-	03
(b)	House Keepers Female - (Unskilled)	-	08
(c)	Office Attendants - (Unskilled)	-	02
(d)	Gardeners (Unskilled)	-	02

2. The services required may increase or decrease depending upon the requirement of Army College of Nursing, Jalandhar Cantt. The agency will be responsible for relief of manpower during leave / absence/ weekly holidays and no additional amount will be paid for that.

3. The Agency will provide the housekeeping/ administrative services throughout the year and it will be ensured by them to follow all statutory norms prevailing in the state of Punjab.

4. The agency must be registered with EPF, ESI, GST departments and any other office as per the laws and self-attested photocopies of the following documents will be attached alongwith the quotation : -

- (a) ESI Registration.
- (b) EPF Registration.
- (c) GST Registration.
- (d) ESI and EPF latest deposit receipts.
- (e) PAN Card.
- (f) Undertaking for acceptance of the Terms and Conditions / Signed copy of these Terms and Conditions.
- (g) List of clients during last three years alongwith cost of assignment.
- (h) An undertaking of having read the terms and conditions and to abide the same in future if the contract for Housekeeping / Administrative services is awarded to them.

5. The bid will be treated as non-responsive if the documents mentioned at Para 4(a) to 4(h) are not attached.

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6. **Quoted Price.**

(a) The bidder shall quote unit rate which shall comprise of monthly remuneration, EPF, ESI,& other statutory costs and services charges in the format of quotation attached(Annexure-A).

(b) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions / revisions, if amended.

(c) In case of change in rates due to statutory requirements, only such change will be accepted and not any additional liability i.e., percentage of profit/service etc. As such the bidder while submitting the bid should specifically, quote the rate etc. in this regard.

(d) The Bidder shall deposit an EMD of **Rs 10,000/- (Rupees ten thousand only)** in the form of a Demand draft/Cheque to be issued in favour of **Army College of Nursing** valid for 45 day after the date of submission of bids.

(e) The Bidder will furnish Security Deposit of **Rs 1,00,000/- (Rupees One Lakh only)** as "Performance Security" for providing the administrative / housekeeping services within 10 days of the award of the contract in the form of Demand Draft. The Security Deposit will be forfeited in case the agency does not start the work within the time limit specified or fail to provide administrative/housekeeping services or comply with any of the terms and conditions/contract.

7. **Terms and Conditions.**

(a) The Agency will furnish a report of antecedents of all housekeeping/administrative staff deputed for deployment with Army College of Nursing, Jalandhar Cantt alongwith necessary police verification. This shall also be applicable for those provided on temporary or replacement basis.

(b) The Agency shall abide by all Labour Law Rules and Regulations as issued by the Government and amended from time to time and any other law affecting the services in any way. It will be the responsibility of the agency to meet all the statutory requirements of Central and State Governments for employment of staff as required by the college.

(c) The Agency shall be responsible for the conduct of all the staff deployed by them, as per law of the land.

(d) The Agency will be responsible for providing the housekeeping/ administrative staff with Uniform/Dress as per the weather conditions.

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(e) The Agency shall get all their workers, deployed at Army College of Nursing, Jalandhar Cantt covered under the requisite General Insurance Scheme under the prescribed Act or any additional insurance to cover liabilities under payment of Compensation Act. Any accidental injury to housekeeping/administrative staff while working at ACN shall be the sole responsibility of the Agency and no compensation on any ground will be paid by Army College of Nursing, Jalandhar Cantt, other than wages.

(f) The persons proposed to be deployed at ACN should be medically and physically fit and fully capable to understand and carryout all the duties expected from them satisfactorily. The persons so deployed in ACN Jalandhar will wear a neat and clean uniform with name plates, to be provided by the Contractor.

(g) The persons proposed to be employed by the agency should be fully capable of using firefighting equipment and conversant with all drills and procedures as they shall be the first reaction force in case of any fire occurring in the Campus.

(h) The overall supervision, control and direction over the persons deployed at ACN Jalandhar Cantt will be of the Principal/Registrar, Army College of Nursing, and Jalandhar Cantt.

(j) The decision of the management in terms of functioning of employees deployed by the firm, levying of fines for damages will be final and non negotiable in any manner or any other form of arbitration.

(k) Remuneration to the engaged staff shall be remitted by the agency into the bank accounts of the engaged staff through RTGS/NEFT, after obtaining their authorization.

(l) The Agency will ensure payment by the 5th of every succeeding month to their employees provided to the **Army College of Nursing, Jalandhar Cantt (ACN)** as per the monthly remuneration quoted, without any kind of deduction.

(m) The contracting Agency will submit the proof of disbursement after making the payment to the employees to the **Army College of Nursing (ACN)** supported with the following documents:-

(i) Details of disbursement made to the staff, through RTGS/NEFT (details for each payment).

(ii) Copy of electronics challan receipt (ECR) as e-challan for **Army College of Nursing (ACN)** proof of payment of statutory obligation such as EPF,ESI. Service charges and any other applicable tax, individual name wise receipts are required.

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- (n) The TDS/ other statutory taxes as applicable from time to time shall be deducted from the monthly payment of the Agency.
- (o) The contracting Agency will provide Identity cards mentioning EPF/UAN and ESIC numbers, to all his employees deputed as per the format suggested by the Indenting Office valid for the period of the contract.
- (p) The Agency will be required to sign an Agreement with the **Army College of Nursing (ACN)**. All terms and conditions specified in the Bid document and accepted bid will also be included in the agreement.
- (q) In case of any loss, theft/sabotage caused to the equipment/ property or any person residing in the college/hostel premises, **Army College of Nursing (ACN)** reserves the right to claim and recover damages from contracting Agency.
- (r) The agency will get UAN (Universal Account Number) activated for all member/staff duly linked with their mobile numbers so as to receive SMS by them about EPF credits every month. The Agency will also ensure to get them e-passbooks from EPFO website.
8. Interested agencies meeting the eligibility mentioned above will submit the **“Technical” and “Financial Bids”** in separately marked and packed envelopes to reach Army College of Nursing, Jalandhar Cantt by **14 Nov 2023 by 12:00 PM**. Quotations received after due date and time will not be considered under any circumstances. No request for the extension of due date will be considered.
9. **Opening of Bids.** The Technical and Financial Bids will be opened separately on **14 Nov 2023 at 12:30 PM** in the office of **Army College of Nursing (ACN), Deep Nagar, Jalandhar Cantt** before a duly constituted committee and in the presence of the bidders. Financial bids will be opened separately and only if technical bid is opened and accepted as correct. If the last date of depositing and opening of tender gets declared as a Holiday then, the tenders will be deposited/opened on the next working day, other terms and conditions and the time schedule remaining unchanged. An earnest money (EMD) of **Rs 10,000/- (Rupees Ten Thousand only)** is to be deposited alongwith tender documents.
10. The Director, Army College of Nursing, Jalandhar Cantt reserves the right to accept or reject any / all bid(s) without assigning any reason thereof.
11. **Jurisdiction.** The contract shall be governed by the Laws of India for the time being in force. The Courts of Jalandhar only shall have jurisdiction to deal with and decide any legal or dispute arising out of this contract/terms and conditions.
12. **Settlement of Disputes.** Any disputes or difference arising out of or in connection with the Contract/Terms and Conditions shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration.

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13. **Arbitration.** In the event of any dispute or difference arising under this Contract, the matter shall be referred to the Arbitrator to be nominated by the Director, Army College of Nursing, Jalandhar Cantt and whose decision will be final and binding on both the parties. The venue of arbitration will be Jalandhar Cantt subject to as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this Contract.

We agree to the above terms and conditions.

**Signature of Tenderer with
Seal and date**

Note: A copy of terms and conditions duly signed must be attached with documents mentioned in Para 4 above.

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ANNEXURE-‘A’

FORMAT OF BID

Category of manpower	Monthly Total amount Per Person Per month as per Govt of Punjab (in Rs)	Service charge per Month per person (in Rs)	Statutory charges EPF rate as per rule per month per person (in Rs)	Statutory Charges ESI rate as per rule per month per person (in Rs)	GST _____%	Total (in Rs)
1	2	3	4	5	6	7
Driver (Highly Skilled)						
House Keeper (Unskilled)						
Office Attendants (Unskilled)						
Gardener (Unskilled)						

NOTE:-

We agree to provide the above service of manpower and to abide by the terms & conditions mentioned in the above Bid/Tender document and also agree to enter into the agreement. Earnest Money of **Rs 10,000/- (Rupees Ten Thousand Only)** is furnished herewith vide Demand Draft/ Cheque No. _____ dated _____ 2023 drawn on _____

(Bidder)

Signature:

Name:

Date: 2023