



**HIMACHAL PRADESH TECHNICAL  
UNIVERSITY, HAMIRPUR**

Established under State Legislative Act-16 of 2010

**Tender No. 04 /2021/HPTU/ -3341**

**Dated: 22.04.2021**

**NOTICE INVITING TENDER**

Sealed Tenders consisting of Technical and Financial Bids are invited for:

**1. Technical & General Services**

Tender form along with Terms & Conditions can be downloaded from the University website **www.himtu.ac.in**.

Interested & eligible parties may submit their tenders in the prescribed format along with Demand Draft amounting to **Rs.1000/-** (in each case) as processing/tender fees and EMD as stipulated in Tender Document by **12<sup>th</sup> May, 2021 (3.00PM)**. The tenders shall be opened on the date, place and time mentioned in the Tender document.

  
REGISTRAR

**Camp Office: V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) – 177001**  
**Phone: 01972-226902, Fax: 01972-26901, e-mail: registrarhimtu@gmail.com,  
website: www.himtu.ac.in.**

# Himachal Pradesh Technical University

(A State Government University)

V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) – 177001

Phone : (01972) 226902, Fax: (01972) 226901,

E-mail ID: [registrarhimtu@gmail.com](mailto:registrarhimtu@gmail.com), website: [www.himtu.ac.in](http://www.himtu.ac.in)

## Tender Document

FOR

## EMPANELMENT OF AGENCY FOR PROVIDING TECHNICAL SERVICES



REFERENCE NO.	04/2021/HPTU
DATE OF ISSUE OF TENDER	
LAST DATE FOR RECEIPT OF TENDER DOCUMENT	12 <sup>th</sup> May, 2021 (3.00 PM).
TIME AND DATE FOR OPENING OF THE TENDER (Technical bid)	13 <sup>th</sup> May, 2021 at 11:00 AM
PLACE OF OPENING OF THE TENDER	Himachal Pradesh Technical University, Hamirpur (H.P.) 177 001
ADDRESS FOR COMMUNICATION	The Registrar, Himachal Pradesh Technical University, Hamirpur V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) 177 001

SINGATURE OF THE BIDDER

WITH SEAL



# Himachal Pradesh Technical University

(A State Government University)

V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) – 177001

Phone : (01972) 226902, Fax: (01972) 226901,

E-mail ID: [registrarhimtu@gmail.com](mailto:registrarhimtu@gmail.com), website: [www.himtu.ac.in](http://www.himtu.ac.in)

## Tender Document

For

## EMPANELMENT OF AGENCY FOR PROVIDING TECHNICAL SERVICES

### 1. Notice

The sealed tenders are invited from reputed and eligible agencies/bidders under “Two-bid” system- (i) Technical Bid (un-priced) and (ii) Financial Bid (priced) to provide manpower for Technical Services to Himachal Pradesh Technical University, Hamirpur on outsource basis on the following sites:-

- i. HPTU, Hamirpur
- ii. Any other site identified by the University.

Detailed information of the Tender Document can be downloaded from the University website [www.himtu.ac.in](http://www.himtu.ac.in). The bidder has to submit tender processing fee of **Rs. 1000/- (Rupees One Thousand only)** through demand draft payable at Hamirpur and Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of FDRs / Demand Draft directly pledged in favor of **Finance Officer, Himachal Pradesh, Technical University** along with the complete Tender Document. Tender Document complete in all respects be submitted in a sealed envelope by **03:00 PM. on 12.05.2021**. Tenders will be opened on **13.05.2021 at 11:00 AM** at Hamirpur. The tenders received late, tenders without processing fee and Earnest Money Deposit (EMD), Conditional tenders, or incomplete tenders in any respect would be rejected. The University reserves the right to accept or reject any or all tenders without assigning any reason. The finalized bidder will have to enter into a legal contract/agreement with the University before rendering its service to the University.

## 2. ELIGIBILITY CRITERIA:

**Technical bid envelop should contain the following:-**

1. The Bidder must be a legally constituted Proprietary firm, Partnership firm, Limited Company or Corporate Body, who possess the required licenses, registrations etc., as per law valid at least for 12 months from the date of the opening of tender for providing Technical Services.
2. The Bidder shall have experience of providing Technical Services for at least 5 years ending **March, 2021**.
3. Financial Turnover during the **last 3 years ending 31st March should be at least Rs.20 lacs per year**.
4. There should be no case pending with the police against the Proprietor/ Firm/ Partner or the Company (Bidder).
5. The Bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
  - a. EPF Registration
  - b. ESI Registration
  - c. Service Tax Registration Proof
  - d. Valid License, issued by Regional Labour Commissioner, Govt. of India.
  - e. Proof of PAN issued by the Income Tax Department
  - f. Satisfactory Performance certificate from at least three organizations where the contractor has supplied a group or more than 10 persons at a time for Technical and general services during the last 3 years.

**Note: Proof in support shall be enclosed for above eligibility criteria.**



### 3. PROCEDURE

1. Tender Bids should be placed in a properly sealed envelope addressed to

The Registrar,  
Himachal Pradesh Technical University, Hamirpur  
V.P.O Daruhi, Tehsil & District Hamirpur (H.P.) 177 001

Technical bid alongwith Tender processing fee and Earnest Money be put up in a separate envelop and the financial Bid should be put in separate sealed another envelope, with each envelope clearly indicate the type of enclosures. Further all these should be put in one envelope and must be superscripted "**Tender for Technical services**". The tender must reach the above address on the date mentioned in the tender notice. The tenders will be opened in Himachal Pradesh Technical University at **11:00 AM on 13<sup>th</sup> May, 2021** in the presence of all the tenders or their authorized representatives.

2. The contractor shall acquaint himself fully with H.P. Technical University site conditions and the working environment before quoting the rates. He is advised to do a complete survey at his own of the site before offering rates. No compensation on account of any difficulties will be entertained at a later date after award of work.
3. That the technical bid shall be opened first and only the eligible tenders selected by tender committee shall participate in the financial bid which shall be opened on the date further fixed by the Tender Committee. Before opening of their financial bids, the eligible bidders would give a brief presentation to the committee.
4. In the event of the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the Association. The signature in the tenders will be dimmed to be the authorized signature.
5. All the pages of the Tender document should be signed by the owner of the firm or his Authorized Signatory as token of acceptance of Term & Conditions. In case the tenders are signed by the Authorized signatory, a copy of the power attorney/authorization may be enclosed along with tender.
6. The successful bidder will be required to deposit the Bank Guarantee of the desired amount as security for the performance of the contract as laid down by the Himachal Pradesh Technical University. This Bank Guarantee must be deposited within 7 days of the award of the contract and EMD shall be returned on submission of Bank Guarantee.
7. The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. The earnest money will be forfeited in case of contractor withdraws his bid during the validity period.
8. The Bid security (EMD) shall be returned to the unsuccessful bidders after finalization of contract without any interest
9. All offers should be typewritten or written neatly in the legible ink and submitted in duplicate. All corrections must be signed by the bidders.



10. The bidder must ensure that the conditions laid down for submission of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words. Any omission to fill the rates and units shall altogether debar the quote from being considered.
11. In case two or more agencies are found to have quoted the same rates, the competent officer authorized by HPTU shall decide about the Bidder to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
12. The tender document is not transferable under any circumstances.
13. Any changes w.r.t. this tender will be notified through website only.
14. All costs incurred in connection with submission of bids like preparation, submission any personal visits for seeing the location, submitting the bids personally ,subsequent processing etc. shall borne by the bidder. HPTU will not be responsible/ liable for the same regardless of the outcome of the tendering process.
15. All machinery/ equipment / material etc. if required for **Technical and General** Service of the University Campuses will be provided by Himachal Pradesh Technical University.
16. Himachal Pradesh Technical University reserves the right to accept or reject any or all the tenders without assigning reason.

Read and accepted  
Signature and Stamp of the  
Bidder)



#### 4. TERMS AND CONDITIONS

1. The bidder must provide information about his Agency as per **Annexure-I**.
2. H.P. Technical University requires manpower on following categories to be provided for eight hours a day and seven days a week.

**Skilled:** Incharge Data Centre, Incharge ERP/ MIS Centre, Incharge web Studio, Technical Assistant (Data Centre), Technical Assistant (Web Studio), Technical Assistant/Office Assistant (ERP/MIS) and Camera Man (for web studio).

**Minimum Qualifications: -**

**(i). Incharge Data Centre:**

M.Tech. in Computer Science or Electronic & Communication with 2 years work experience in government/semi Govt./ autonomous organization/ private company of repute.

**Or**

B.Tech. in Computer Science or Electronic & Communication with 3 years work experience in government/semi Govt./ autonomous organization/ private company of repute.

**Or**

MCA in Computer Science or Electronic & Communication with 2 years work experience in government/semi Govt./ autonomous organization/ private company of repute.

**Skills:-**

1. Experience in software development & database management is desirable.
2. Fluency in local language essential.

**(ii) Incharge ERP/MIS Centre:**

M.Tech. in Computer Science or Electronic & Communication with 2 years work experience in government/semi Govt./ autonomous organization/ private company of repute.

**Or**

B.Tech. in Computer Science or Electronic & Communication with 3 years work experience in government/semi Govt./ autonomous organization/ private company of repute.

**Or**

MCA in Computer Science or Electronic & Communication with 2 years work experience in government/semi Govt./ autonomous organization/ private company of repute.

**Skills:-**

- a. Experience in software development & database management is desirable.
- b. Fluency in local language essential.

**(iii) Incharge Web Studio:**

Post Graduate Degree in Mass Communication.

**Or**

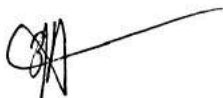
Post Graduate Degree in Journalism

**Or**

Post Graduate Degree in Public Relation

10 years of experience in conduction knowledge management activities and development of Information Education Communication (IEC) strategy.

**Or**



Post graduate diploma in Journalism and Mass Communication/ / Public Relations with at least 20 years of relevant experience.

Knowledge and experience of government system would be desirable.

**(iv) Technical Assistant (Data Centre):**

First Class Diploma (Electronic and Instrumentation/ Electronic and Communication) with 3-4 years experience in testing/ calibration activity or equivalent or higher qualification.

**(v) Technical Assistant (Web Studio):**

Class Diploma (Electronic and Instrumentation/ Electronic and Communication) with 3-4 years experience in testing/ calibration activity or equivalent or higher qualification.

**(vi) Technical Assistant/Office Assistant (ERP/MIS):**

Post Graduate Degree in any discipline with Computer knowledge.

**(vii) Camera Man (for web studio):**

- i) Matriculation from a recognized Board of School Education.
- ii) Should possess Diploma in photography from an Institution recognized by the Central/State Govt.
- iii) At least two years experience in motion picture/video photography after acquiring Diploma in photography.

3. Himachal Pradesh Technical University requires manpower on following categories to be provided for eight hours a day and seven days a week.
  - a. Camp Office of HPTU, Hamirpur.
  - b. Any other site.
4. The number of persons required is tentative and it may vary from time to time as per needs. HPTU reserves the right to reduce or increase the manpower for Technical Services, if considered necessary. In either case the contract amount payable to the Agency shall stand modified under the Contract on pro-rata basis.
5. The payment details to be provided as per the format attached as Annexure-II.
6. The bidder shall deposit earnest money of **Rs. 25000/- (Rupees twenty five thousand only)** with the tender in the shape of FDR/DD duly pledged in favour of Finance Officer, Himachal Pradesh Technical University, Hamirpur which shall be returned in case disqualification of the bidder/offer of bid is not accepted by the University.
7. On acceptance of the tender, the Contractor shall deposit Performance Security / Performance Guarantee amounting to 10% of the annual contract amount to Himachal Pradesh Technical University. This performance Guarantee must be deposited within 7 days of the award of the contract in form of Bank Guarantee.
8. The staff employed by the contractor will always carry / wear identity cards with them for verification while working on the Campus.





9. The Himachal Pradesh Technical University shall have the right to replace any person without assigning any reason whatsoever and the substitute shall have to be provided by the contractor immediately.
10. **The staff to be provided by the Agency should be physically fit for performing manual duties and shall not be below 18 years of age.**
11. The manpower will be screened by the University. All the persons to be provided should have good moral character and antecedent verification should be got done from the concerned authority by the Contractor and made available to Himachal Pradesh Technical University. No criminal case be pending against any of the persons employed by the Contractor.
12. H.P Technical University is a 'NO SMOKING ZONE'. The Contractor should ensure that his employees DO NOT SMOKE while working in the HPTU Campus. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/tobacco etc. They will not play cards or indulge in 'gambling' on campus.
13. The details of the persons deployed by the contractor with name, bio-data and copies of the character antecedents' verification and latest photographs of all the persons shall be supplied to the University office for record. The Contractor will be deemed to have started the work only after submission of these documents.
14. Obtain necessary license, permit, consent , sanction etc., as may be required or called for from / by local or any other authority for doing such work . The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State or local Govt. as applicable to him or to this contract without any liability and responsibility to HPTU, whatsoever it may be.
15. The Designated Officer or his nominee of HPTU shall be at liberty to check any time the deployment of persons by the Contractor and in case of default the Designated Officer of the Himachal Pradesh Technical University shall deduct the wages of absentee personnel from monthly payment due to the contractor and impose penalty as deemed fit by him. The penalty can be upto Rs. 500/- per day per absentee. The decision of the Vice Chancellor shall be final in this regard.
16. The Contractor shall be liable for full fidelity of the personnel to be provided and in case any pilferage/damage/theft/shortage is caused to the property of the University due to the carelessness of the persons deployed by the contractor, the value as assessed by the Designated Officer shall be recovered from the payment due to the Contractor under the contract. If some amount is still found recoverable, the contractor shall deposit the same within 15 days from service of notice by the University.
17. The contractor shall not pay to the persons engaged by him less than the minimum wages as approved under Minimum Wages Act (**Annexure-V**).
18. The Himachal Pradesh Technical University will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act, 1948, Workmen Compensation Act 1923, Payment of Gratuity Act, 1948 and Employee's Provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the contractor and challans/receipts must be enclosed with the monthly bill. The contractor shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws. A certificate to this effect will have to be



submitted by the contractor in separate challan in respect of manpower employed by him. The certified copy of challans must be submitted next month along with the bill.

19. The Agency shall be paid against monthly bills to be submitted by him at the settled rates and payment will be released to the Agency within 15 days from the date of submission of the bill. The contractor will have to complete all codal formalities for the contribution of ESI, EPF and other facilities under the prevalent acts & rules for outsourced staff within three weeks of signing the contract and furnish documentary evidence in this regard. Release of first payment to the contractor will be subject to submission of such evidence. The University will take periodical steps to confirm regular remittance of such contributions to specified facilities/accounts and the contractor will provide desired proof when so required.
20. The Agency shall maintain daily shift-wise attendance record of the personnel deployed showing their arrival and departure time and submit to HPTU an attested photocopy of the attendance record with the monthly bill.
21. Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period.
22. No request for making advance payment on any ground shall be entertained.
23. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
24. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
25. The Contractor must ensure the payment to staff by 7th of each month from his own resources.
26. TDS and other taxes as applicable will be deducted from contractor's bill as per Govt. instructions from time to time.
27. The Service Tax (if claimed by the Agency) will be reimbursed only after the submission of proof of payment of Service Tax.
28. The Performance Security shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency or its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all outstanding dues, liabilities etc. including withdrawals of EPF of workers engaged during the contract period after submitting the individual EPF account details certified by Provident Fund Commissioner's Office, submission of receipts of payments of service tax (month wise details) duly certified by the Central Custom & Excise Office etc., if any, as specified in the tender at appropriate places.
29. In case of any change in the constitution of the Agency, the rights of HPTU should not suffer.
30. All personnel engaged under this contract by the Agency shall be employees of Agency. HPTU shall not have any liability/responsibility to absorb the persons engaged by the Agency and /or to extend any type of recommendation etc. for obtaining any job in HPTU or elsewhere.
31. Agency shall maintain all records /registers as required to be maintained under various Labour Laws and other Statutory Laws in force and as amended from time to time,



mentioned above and produce the same before the Statutory Authorities as well as Authorities of HPTU as and when required.

32. A local representative of agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of HPTU, they shall work under the directives and guidance of the Designated Officer of HPTU. This will, however, not diminish in any way, the Agency's responsibility under contract to the HPTU.
33. The personnel deployed by the Agency should be disciplined and will not participate in any activity prejudicial to the interest of HPTU/Govt. of India /any State/ or any Union Territory.
34. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty for HPTU it shall be the sole responsibility of the agency to defend its personnel in the Court of Law or to extend all medical and financial help etc. without charging any cost to the HPTU.
35. In case HPTU is implicated in any law suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all costs of defending such suit settlement of claims penalty etc. shall be borne by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by HPTU.
36. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, authorized officer of HPTU shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said Act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the authorized officer of HPTU shall be final in regard to all matters arising under this clause.
37. The decision of HPTU in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
38. An agreement shall be signed with the successful agency/bidder.
39. The Authorized Officer/Committee of HPTU shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
40. At the end of Contract Period/Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by HPTU) without any hindrance. In case of non compliance, the Security Deposit shall be forfeited.
41. The contract will be valid for a period of one year and can be extended if agreed to by both the parties.
42. **Termination:** The Contract may be terminated by giving one months notice, in case the agency:
  - a. Assigns or sub-contracts any of this service.
  - b. Violation/contravention of any of the terms and conditions mentioned herein.
  - c. Does not improve the performance of the services inspite of instructions.
  - d. Any violation of instruction/agreement or suppression of facts.



e. Contractor being declared insolvent by competent court of law.

On termination of the contract, it shall be the responsibility of the agency to remove its men and materials within two days or date specified by HPTU. HPTU shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be. During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.

- 43. Penalty:** In case of pre- mature termination of the contract due to any of the clauses of Termination, the security amount shall be forfeited.
- 44. Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by HPTU.
- 45. Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Hamirpur.

Read and accepted  
(Signature & Stamp of the Bidder)

**DECLARATION BY THE TENDERER**



## DECLARATION BY THE TENDERER

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by all the terms and conditions. This is also certified that I/We/our principal firm has no objection in signing the contract if the opportunity for the supply of manpower against this tender is given to me/us.

**Date:**

**Signature:**

**Name:**

**Designation:**

**On behalf of: (Company Seal)**

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line extending to the right.

# Himachal Pradesh Technical University

**PROFORMA FOR  
for  
Technical Bid  
FOR TECHNICAL SERVICES**

<u>Payment Details</u>	
DD No.	_____
DD Amount	_____
Bank Name/Branch	_____
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Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency: \_\_\_\_\_
2. Registered address: \_\_\_\_\_  
\_\_\_\_\_
3. Telephone No. (Landline): \_\_\_\_\_
4. Fax No.: \_\_\_\_\_
5. Mobile No.: \_\_\_\_\_
6. Email Address: \_\_\_\_\_
7. Name & Address of Branch, if any: \_\_\_\_\_  
\_\_\_\_\_
8. Type of Organization: \_\_\_\_\_  
(Whether sole proprietorship/partnership/society/  
Private Limited for Cooperative body etc. attach proof)
9. Name of Proprietor/Partners/Directors \_\_\_\_\_

Sr. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
i.	Proof of incorporation/inception of the Agency		
ii.	Registration for manpower supply/License to act as Housekeeping & General Services Agency		
iii.	EPF Registration Proof		
iv.	ESI Registration Proof		
v.	PAN Number		
vi.	Income Tax Return for the last 3 years		
vii.	Service Tax Registration Proof		
viii.	Proof of Registration with the Labour Commissioner		
ix.	Satisfactory Performance certificate from at least three organizations where the contractor has supplied a group of more than 10 persons at a time for Housekeeping and General Services during the last 3 years		
x.	Any other relevant information		

**Name and signature of the authorized person  
of the firm along with seal**



FINANCIAL BIDProforma for Scheduled Rates for Technical Services

Sr. No.	Payment Details (per month rates in Rs.)	Incharge Data Centre	Incharge ERP/ MIS Centre	Incharge web Studio	Technical Assistant (Data Centre)	Technical Assistant (Web Studio)	Technical Assistant/Office Assistant	Camera Man (for web studio)
1	Basic Rate (Minimum wages)							
2	EPF							
3	Total (1+2)							
4	% Service charges							
5	Amount of Service Charges							
6	Total (3+5)							
7	Taxes as applicable							
8	Any other Charges (if any)							
9	Total Payable (7 to 8) Per month (in figures)							

**Note:** Service Charges cannot zero percentage.

Name and signature of the authorized person  
of the firm along with seal



**MODEL BANKGUARANTEE FORM AT FOR FURNISHING BID SECURITY (EMD)**

Whereas ..... (hereinafter called the “tenderer”) has submitted their offer dated.....for the supply of ..... (hereinafter called the “tender”) against the tender enquiry No. ....

.....KNOW ALL MEN by these presents that WE.....of..... having our registered office at.....are bound unto the Himachal Pradesh Technical University (hereinafter called the “University”) in the sum of.....for which payment will and truly to be made to the said University, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of .....20.....

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the University during the Period of its validity:-
  - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

We undertake to pay the University upto the above amount upon receipt of its first written Demand, without the University having to substantiate its demand, provided that in its demand the University will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remaining force upto and including **90 days** after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

(Signature of the authorized officer of the bank)

.....

(Name and designation of the officer)

.....

Seal, name and address of the Bank and address of the Branch.





(On Rs.100/- Non-Judicial Stamp Paper)

**CONTRACT AGREEMENT**

(To be signed by the finalized bidder, before rendering services to the University)

1. This agreement is made on ..... (date) between Himachal Pradesh Technical University, Hamirpur (Hereinafter called HPTU which expression shall unless excluded by repugnant to context ,include his successors and assignees) and \_\_\_\_\_ (Hereinafter called the Contractor which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to.....
2. Whereas HPTU has invited tender for providing Technical Services in the HPTU for.....
3. HPTU has approved the tender for the work at an amount of Rs..... The work is to be carried out as per the direction of the designated officer.
4. The scope of services to be rendered under each item can be increased or decreased as per requirement, to be decided mutually between HPTU and contractor and the monthly payable for that item will be increased or decreased as per the rate already approved.
5. The contract period shall be initially for ..... with effect from.....to..... which can be extended on mutual consent of both the parties for the additional period. The following documents have been annexed as integral part of contract and initialed on behalf of parties hereto:
  - (a) Tender document.
  - (b) Price bid No. ....
  - (c) Letter No. ....
6. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss/shortage of any material to the institute during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity, the same shall be recovered from the agency.
7. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the Himachal Pradesh Technical University.
8. The contractor has furnished a Performance Security of .....(Rupees.....only) in shape of "Deposit at Call" No.....Duly pledged and renewed upto ..... in favour of Himachal Pradesh Technical University, Hamirpur, which shall carry no interest.
9. That in case of any dispute arising between the parties w.r.t. the contract, interpretation of the terms or any claim whatsoever, the Vice Chancellor, Himachal Pradesh Technical University, Hamirpur or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable.



- The contractor shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Hamirpur.
10. All machinery / equipment / material etc. required for Technical Services of the University Campuses will be provided by Himachal Pradesh Technical University.
  11. The contractor will not sub-let the contract of these services to any other agency or individual(s).
  12. The contractor amount of this work is as per the rate approved with services charges.
  13. The contractor will be responsible for compliance of various statutory obligations like EPF, ESI, Minimum Wages Act, Workmen Compensation Act and other laws enacted from time to time.
  14. Contractor will submit photocopy of challans of deposits of EPF & ESI along with bill every month.
  15. The contractor shall maintain absolute security with regard to all the matters that come to his knowledge by virtue of this contract.
  16. The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be of the contractor.
  17. Since the personnel will be employees of the contractor, the Himachal Pradesh Technical University will not have any concern or relation with them either directly or indirectly. All statutory obligations shall be discharged by the contractor and there shall be no liability of HPTU in that respect.
  18. Contractor will ensure that the staff is periodically changed to ensure better output and result.
  19. It is clearly understood by both the parties that this agreement is a commercial agreement and not creating any employment.
  20. Consolidated bill with the full details pertaining to the previous month will be submitted by the contractor by 3rd of next month. After due scrutiny, Himachal Pradesh Technical University will make requisite payment to contractor by 7th day of the same month of submission of the bill.
  21. The workmen of the contractor shall have no privacy of the contract with the company and there shall be no master servant relationship between the Himachal Pradesh Technical University and the contractor workmen of any nature whatsoever.
  22. Any loss due to negligence of personnel deployed by the contractor, if proved, will be compensated by the contractor.
  23. The contractual amount payable to contractor every month would be reviewed as and when minimum wages are revised by Government of Himachal Pradesh or Deputy Commissioner, Hamirpur.
  24. The contractor shall comply with provisions of the contract labour (Regulation & Abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971.
  25. Contractor or his representative will remain in constant touch with concerned official of Himachal Pradesh Technical University for better understanding and effective work.
  26. All records, attendance registers and documents will be maintained and kept by the contractor.
  27. The contractor will also submit an affidavit for committing minimum wages to the workers deployed by him/them, abide by the Labour Act 1970 amended from time to time, Contract



- Labour Central Rates 1971, Workmen Compensation Act, P.F. & Misc. Provision Act 1952 before the start of the work. Security deposit will be released once No Objection Certificates are made available from all the statutory bodies relevant under the contract.
28. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
  29. Decision of HPTU in regard to interpretation of the Terms and Conditions and the Contract Agreement shall be final and binding on the contractor.
  30. That in case of any loss being suffered by HPTU or the violation of the terms and conditions of contract; the HPTU shall have right to deduct all claims against contractor from the security and HPTU shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
  31. That in case if the contractor withdraws from the contract within the period of contract, the HPTU shall forfeit the security amount without any refund and further the contractor shall be liable to pay a sum of **Rupees Five Lakhs** to HPTU.
  32. **Termination:** The Contract may be terminated by giving one months notice, in case the agency:
    - a. Assigns or sub-contracts any of this service.
    - b. Violation/contravention of any of the terms and conditions mentioned herein.
    - c. Does not improve the performance of the services inspite of instructions.
    - d. Any violation of instruction/agreement or suppression of facts.
    - e. Contractor being declared insolvent by competent court of law.

On termination of the contract, it shall be the responsibility of the agency to remove its men and materials within two days or date specified by HPTU. HPTU shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.

34. **Penalty:** In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.
35. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by HPTU.

THIS WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in Hamirpur, in the presence of the witnesses:

HIMACHAL PRADESH TECHNICAL UNIVERSITY, HAMIRPUR (HPTU)

Witness:

1.

2.

AGENCY

Witness:

1.

2.



(On Rs. 100/- Non-Judicial Stamp Paper)

**AFFIDAVIT**

.....gives the following undertaking and commitments to the HPTU:-

- 1) That .....will release the payment as per minimum wages act to its staff so deployed.
- 2) That .....will follow the Central Labour Act, 1970, the Contract Labour Central Rules 1971, Workmen Compensation Act. Employees Provident Fund and Miscellaneous Provision Act 1952 or any other Act/Rule Statutes enacted by Govt. of India or Govt. of Himachal Pradesh.
- 3) That .....will follow all clauses as mentioned in the agreement with Himachal Pradesh Technical University for providing of House Keeping and General Services.

**Certification**

Certified that the contents of above affidavit are true and correct as per our knowledge and nothing has been concealed there.

