

ELIGIBILITY CRITERIA

The applying agency shall possess the following for consideration of their offer:

1. License under Contract Labour Act and registered with the Labour Department, Government of Bihar, Patna and labour license shall be valid during the period of agreement.
2. PAN/ TAN issued by the Income Tax Department.
3. Service Tax/G S T Registration Number, if applicable
4. Registration under ESI Act & EPF Act
5. Security guard providing agency shall be OHSAS-18001-ISO Certified and PSARA- 2005 Licensed and empanelled with The Home Department, Government of Bihar, Patna
6. 3 years of Experience in providing manpower services in Central/ State/Semi-government institution/ Nigam/University

Documentary proof of above must be furnished with the tender document. Absence of any of the above will render the agency liable to be rejected for the bidding.

The number of persons to be deployed from above mentioned categories shall be decided after completion of tendering process. The University reserves the right to fix the number on the basis of actual workload which will be calculated on the basis of 8 hours work-period per day. However, while deciding such number, the selected agency will be given a proper hearing

TERMS & CONDITIONS

1. As per two bid system, the applying agency is required to submit their bids separately in two parts (Part A: *Technical Bid* & Part B: *Financial Bid*), clearly indicating the Tender No. & Type of quotation. Firms not adhering to this will not be considered for further processing of their proposals.
2. Part A should contain covering letter, copies of license under labour Act, PAN card, Service Tax Registration, ESI and EPF registration, experience and other certificates/ documents mentioned in eligibility criteria issued by the clients, agency profile on the prescribed format and the requisite fee.
3. Downloaded forms should be accompanied with a non-refundable **A/c payee bank draft of Rs. 1,000/- of recognized bank in favour of "The Registrar, Veer Kunwar Singh University, Ara, Payable at Ara** as cost of tender document. This DD should not be merged with the EMD.
4. The Technical Bid should also be accompanied by Earnest Money Deposit (EMD) in the shape of a Demand Draft drawn for Rs.10000/- (*Rupees Ten Thousand Only*) **A/c payee bank draft of Rs. 10,000/- of recognized bank in favour of "The Registrar, Veer Kunwar Singh University, Ara, Payable at Ara** The offers without EMD shall be rejected. EMD will be returned without any interest, to all those participating firms after finalization of the tender process whose offers were not accepted.
5. The bidder must enter the basic salary, ESI, EPF, Bonus & the Service charges per Group which shall not be less than 5% per Group in the prescribed format given in the Part B (Financial bid). The rate shall be quoted per day basis in tender.
6. The Technical Bid (Part A) will be opened on 01.08.2017 at 03:00 pmat the office of the Proctor, of University by a Tender Opening Committee constituted for this purpose in the presence of tenderers and/or their authorized representative who may like to be present on specified date and time.
7. Financial bids of only those tenderers shall be opened, whose Technical Bid is found to be as per the requirements of the University.
8. The successful tenderer/contractor shall have to provide staff as per the agreement made with the University which shall be monitored by the University and if the strength is found less, the university will make its own arrangement and if any excess amount is payable by the university, that excess amount will be recovered from the agency.
9. The University reserves the right to reject any or all Bids/Offer without assigning any reason or cancel the process at anytime.
10. In case, two or more than two bidders have quoted lowest for different categories of staff, the University reserves the right to enter into negotiations with the bidder, declared suitable for the purpose by the University.

11. The whole tender document shall be submitted by the agency with seal and signature on every page expressing their acceptance of terms and conditions. However, bidders may keep a photocopy of the same for their own record.

12. The University will hire the services of a duly licensed agency to provide manpower services on payment of a consolidated amount on monthly basis which should not be less than the prevalent rates of minimum wages as notified by the appropriate government agency. All other liabilities as per the existing laws will be borne by the concerned agency without any liabilities on the University. The tenderer/contractor shall in turn make the payment to its employees at not less than the prevalent rates of minimum wages as notified from time to time.

13. The tenderer must quote the EPF & ESI as per the prevalent rates as prescribed by the Govt.

14. In case the basic salary or EPF or ESI (mentioned in the Financial Bid) is quoted lower than the rates of minimum wages or prescribed rates, the bid shall be summarily rejected.

15. Quotations received late, improperly sealed, or with incomplete marking or with overwriting/corrections in the quotation document are liable to be rejected.

16. The bid must be valid for a period of 90 days from the last date of submission of the tenders. Beyond this period, the validity of bid may be extended by the mutual agreement of the bidder & the University.

17. The selected agency will be required to enter into an Agreement with the University on a non-judicial stamp paper of Rs.1000/- .

18. The successful tenderer shall have to deposit 10% of bid money as performance Security Deposit in the form of Bank Draft/ Bank Guarantee from a Nationalized Bank in favour of Veer Kunwar Singh University, Ara payable at Ara within 15 days of issue of the acceptance letter to the successful bidder/Agency failing which the award/acceptance letter will be treated as cancelled. The said amount will be refunded without any interest after the successful performance of the concerned firm after sixty days. However, in case of unsatisfactory service provided by the agency, the Performance Security will be forfeited.

19. Initially the agency selected, will be hired for a period of one year extendable on year to year basis upto two years depending on the mutual agreement of the University and the agency with such modifications as necessary. During the period of agreement, the terms and conditions of the contract will not be subject to any change except for the revision of minimum wages & rates of EPF & ESI by the concerned Govt. agency.

20. In addition to its rights under any other provision of the Agreement, the University may terminate the contract at any time by giving the Agency two months' written notice without explaining the reason of termination. Upon the expiration of the notice,

the contract shall terminate without prejudice to the rights of the parties accrued to the date of termination.

21. A list of the employees along with photographs and Aadhar No, engaged by the Agency/Contractor, shall be provided to the University at the time of taking over the duties. Any future change in the list shall be communicated immediately to the University.

22. Working employee cannot be replaced without approval of the competent authority of this University.

23. The University reserves the right not to hire the services of particular group of staff or may increase or decrease the staff deployed by the agency as per the requirements, without assigning any reason.

24. The engaged staff shall be issued the nameplates which they shall wear while on duty.

25. The contractor will issue identity cards to their staff clearly indicating the place of deployment, failing which no entry will be allowed inside the office. This will be provided by the contractor at their own cost.

26. The tenderer shall be responsible for the conduct and behavior of its employees.

27. In the event of any loss suffered by the University due to negligence of agency/contractor's employees, the agency/contractor shall make good the loss sustained by the University either by replacement, or by payment of adequate compensation as decided by the University.

28. The University shall have the right to ask for replacement of any person without assigning any reason whatsoever and the substitute shall have to be provided by the contractor immediately.

29. The employees employed by the agency/contractor shall be of good moral character, sound health and shall be in the age of 18 years to 55 years. No criminal case should be pending against any of its staff member duly certified by The Superintendent of Police of the concerned District.

30. The agency/contractor shall be responsible to the Registrar and/or to an Officer authorized by the University for the execution of day-to-day work.

31. The instructions/orders issued by the University from time to time shall also be followed by the contractor and his employees.

32. The University shall not be responsible for the payment of the wages or any other allowances individually to the staff/employees engaged by the contractor. The agency shall follow all rules, regulations and directions issued by the appropriate Government Agency from time to time as regards welfare of Labour.

33. Leaves/Weekly Offs to the staff engaged shall be admissible as per the prevalent norms. However, against such Leaves/ Weekly Offs, the agency shall provide alternative staff without any extra costs.

34. The University shall not be responsible for any compensation which may be required to be paid to the worker(s) of the agency consequent upon any injury/mishap.

35. The payment of the contract shall be made on monthly basis against pre receipted bills in duplicate.

36. TDS as applicable shall be deducted at source and to be deposited with the Govt.

37. The Agency must attach a list of universities/institutions to which they have provided similar services in the last three years along with valid proof.
38. The selected agency shall have to provide the services at different locations in Ara as decided by the University from time to time.
39. The University shall prepare a panel out of the tenders received and in case the agency selected fails to do the job successfully or leaves the job before completion of the contract period, or decline to accept the award for whatever reason, the agency next in the panel will be offered the job. However, the validity of the offer to the next tenderer/ contractor will be for the remaining period of the contract. In case the successful bidder decline to accept the award or to provide the services, the EMD made by him shall be forfeited and may also be black listed.
40. The rates/charges for staff shall be revised suitably as and when there is an increase in the minimum wages by the Central Govt./State Govt. during the validity of contract effective from date so notified.
41. Once the bidder submits the tender, he would be presumed to have understood and accepted all the terms and conditions given in NIT. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
42. The Contractor shall not engage any sub-contractor or transfer the contract to any other person or agency in any manner.
43. The University will not provide any medical facility and residential accommodation to the staff of the Contractor.
44. In case of exceptional cases, the University at its discretion may relax any of the eligibility condition prescribed in this NIT.
45. The persons deployed by the successful tenderer for services shall have no claim whatsoever to any employment or preference in employment, regularization, absorption, and selection to appointment, continuity in services etc. with the University.
46. In case of any dispute arising out of this agreement, the same shall be resolved initially by mutual discussion between the parties with in a period of 60 days failing which appropriate courts at Ara will have the jurisdiction to adjudicate upon the matter.
47. The Income Tax or service tax as applicable from time to time shall be deducted from the monthly payment of Agency.
48. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/ secret nature.

49. For every 6(six) days of duty of personnel one day off with payment will be given. The tenderer will have to bear cost of providing personnel for this weekly off. The person who works 24 x 7.

50. The University may at any time vary or add to the service specification in accordance with this condition and no such variation or addition shall affect the continuation of the contract

51. In case the last date of bid submission or date of opening of bid turns to be off day, next working day shall be deemed to be the effective date for the same.

52. The agency shall be responsible for getting the character and antecedents of the persons verified from the Police Authorities before putting any person to work and that persons should be free from any communicable disease. A certificate to this effect will be provided by the agency at the time of deployment of staff.

53. The agency shall have annual turnover of more than Rs1,00,00,000 (Rs. one crores only) during each last three financial years in case of security providing agency and Rs50,00,000 (Rs Fifty Lakh)during each last three financial years in case of House Keeping and Safai work agency .

54. The agency shall have solvency certificate of minimum 250 crores (two fifty crores only) from any nationalized bank.

55. Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard.

56. The Empanelment Certificate (Valid Empanelment Certificate of earlier Five Years) from the Home Department Government of Bihar, Patna shall be attached.

57. Ex-army and Gun-man with valid gun license shall be preferred.

58. The rate for cleaning shall be per square foot for Inner Campus and Outer Campus separately.

59. All necessary items for cleaning like Jhadu, Harpic, Phenyl, Acid etc. shall be borne by the selected cleaning agency.

60. Selected agency shall submit last day of each month satisfactory work donea certificate from the concern section/ office/ person along with bills for payment.

61. The selected agency shall not damage any university property during agreement periods. In case of any damage of the property the same would be recovered from the bill of agency, failure to which criminal case would be instituted by the University as per prevailing laws.

62. The tenders shall submit last three years Annual Accounts (Profit and Loss Account And Balance sheet) certified by the Chartered Accountant.

63. Tender shall not be accepted for more than one work in single envelop.

DUTIES & RESPONSIBILITIES OF THE AGENCY

1. In case the outsourced staff provided by the selected agency does not seem to be fit for the job despite of holding the requisite qualifications/experience, the agency shall immediately replace the staff with the new one.
2. As and when required for any other works related to the University, the contractor has to supply the required labor on day to day basis or on lump sum basis for the additional jobs/ works for which the University shall make payments separately on submission of the bills on successful completion of the jobs/ works by the contractor.
3. The Agency shall, wherever applicable, comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Employer’s Liability Act 1938, Workmen’s Compensation Act 1923, Industrial Dispute Act, 1947, Maternity Benefit Act 1961, and Contractor’s Labour (Regulations and Abolition Act) 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
4. The agency shall not deploy its staff for more than the prescribed duty hours.
5. Payment of salary and arrears etc to the staff hired by the agency to perform the duties at the University shall be made by the agency through Account Payee Cheque only and provide a quittance roll to the University giving details of contribution/deduction regarding ESI, EPF, etc. Like a/c payee cheque/direct trustier.
6. The selected agency shall have to provide the proof of deposit of ESIC and EPF to the individual account of the staff deployed each month along with the bill and also to submit copy of annual return giving complete list with all the details of individual EPF contribution with their EPF number.
7. The agency shall provide the services of trained staff, who shall observe discipline, decency, decorum and the code of conduct and mannerism befitting of such personnel.
8. The agency shall be responsible to provide immediate replacement in place of any staff member who is not available for duty, for any reason whatsoever.
9. The agency shall provide staff as may be required by the University for which prior information shall be provided.
10. The agency shall carry out such other duties as may be entrusted to them from time to time by the University.

No.:

Dated:

Sd/

(R E G I S T R A R)

BIDDER'S PROFILE
(Technical Bid PART -A)

1. Name of the bidder/firm/agency

2. Name of the authorized signatory (whose photograph is affixed)

Mr/Ms/Mrs.....

3. Permanent address of the agency.....

.....

Tel. No. (with STD Code) (O) (Fax) (R)
(Mobile)

4. Registration & incorporation particulars of the firm.

4.1 Proprietorship

4.2 Partnership

4.3 Private Limited

4.4 Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law).

5. Name proprietor/partners/directors

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6. Bidders bank, its address and his current account number with IFSC

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7. Permanent Account Number, Income Tax Circle (Please enclose details if IT Returns of last three years separately with documentary proof) -----

8. Audited Accounts of last three years (Copy to be enclosed)

9. Service Tax Registration No, if any

10. License No. under Contract Labour Act.....

11. ESI No..... 11. EPF No.....

Note: Documentary proof to be attached for the entries at Serial No. 6, 7, 8, 9, 10, & 11.

Passport size photograph of the tenderer/ authorised signatory holding power of attorney
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I/We hereby declare that the information furnished above is true and correct and all the terms/conditions are acceptable to me/us in toto. At any stage if the above information is found incorrect, University may cancel my empanelment.

Place

Date:-

**Name and Sign.of the Authorized Person
of the Firm along with Seal**

**CHECK LIST OF ATTESTED COPIES OF DOCUMENTS TO BE
ATTACHED WITH THE TECHNICAL BID**

- | | |
|---|----------|
| 1. PAN Number | Yes / No |
| 2. Provident Fund Account Number issued by
The competent authority | Yes / No |
| 3. ESI Registration No. issued by the Competent
Authority | Yes / No |
| 4. Contract license issued by the Labour Commissioner
Under Contract Labour Act. | Yes / No |
| 5. IT Returns of last three years | Yes / No |
| 6. Audited Accounts of last three years | Yes / No |
| 7. Cost of bidding document | Yes / No |
| 8. Bank Draft (EMD) | Yes / No |
| 9. Service Tax No. | Yes / No |
| 10. Proof of Experience | Yes / No |
| 11. Signature of Tenderer _____ | |

**PROFORMA FOR FINANCIAL BID
(PART -B)**

Name of the Agency:
Tel. No.

**Consolidated Rate of wages for Manpower Services per person/per month
with 8 hours duty per day**

(Please enter a single rate for personnel in each Group)

Sl No	Category	Basic Salary per person*	EPF*	ESI	Service Charges per person**	Total Person
			Employer Contribution	Employer Contribution		

* The employee's contribution for EPF & ESI shall be deducted from the Basic Salary.

** To be mentioned as Rupees per person & must be all inclusive of Service Tax etc.