



# CENTRAL UNIVERSITY OF PUNJAB

Established vide Act No. 25 (2009) of Parliament

## *Two Bid Systems Tender Document For Providing Manpower Out-Source Basis*

**Tender No: CUPB/Tender/17/002**

**Dated: 22.08.2017**

**1. Name of the Agency/Tenderer** .....

**2. Address with telephone No** .....

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

1	<b>Earnest Money Deposit (EMD)</b> <i>(to be deposited along with the tender document)</i>	a) Bank Draft No..... b) Date..... c) Amount..... d) Drawn on .....
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**Important dates:**

Closing Date & Time for submission of Tender : **11.09.2017 at 1500 hrs.**  
Date & Time for opening the Bid : **13.09.2017 at 1100hrs.**

City Campus, Mansa Road, Bathinda- 151001,  
E-mail: [registrar@cup.ac.in](mailto:registrar@cup.ac.in), Tel: 0164-2864125 Mob: 9891303027

**Section 1**  
**Tender Notice for Providing Manpower Out-Source Basis**

The Registrar, Central University of Punjab, Bathinda, Invites sealed quotations ***under two bid system*** are invited from reputed & Govt. registered agencies for providing Manpower to the University on out-source basis.

Application form and the detailed tender notification can be downloaded from the University website: [www.cup.ac.in](http://www.cup.ac.in). The bids along with all requisite documents & ₹ 2,00,000/- (EMD - refundable) drawn on any nationalized bank favoring the Registrar, Central University of Punjab payable at Bathinda in sealed envelopes should be delivered on or before **11.09.2017(1500 hrs)**.

The Technical Bids shall be opened **on 13.09.2017at 1100 hours** at the Central University of Punjab, Bathinda in the presence of bidders. The financial bids of only those bidders who's Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Central University of Punjab, Bathinda shall be final and binding through email.

In case of any clarification, the bidders can send their queries to registrar@cup.ac.in\_on or before 07.09.2017(1700 hrs.).

**Section 2**  
**Eligibility Criteria**

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

1. Valid license under Contract Labour Act.
2. Permanent Account Number issued by the Income Tax Department.
3. Service Tax/GST Registration Number issued by concerned tax circle.
4. Registration under ESI Act.
5. Registration under EPF Act.
6. Continuous 3 years of experience in providing Manpower services for the Years 2014-15, 2015-16 & 2016-17. The bidder must enclose the experience certificates issued by the Institutions with clear-cut dates of contract and that the service provided has been satisfactory.
7. Minimum turn-over of Rs 1 Crore (One Crore only) per annum for the three financial years of FY 2014-15, 2015-16 and 2016-17. The bidder must attach copies of the audited income-expenditure statement and Income Tax Returns of above financial years as the documentary evidence.

Note –1: In case the selected agency is having Service Tax/GST & EPF Registration out-side the state, it has to obtain the fresh registration from the relevant authorities of Punjab within 30 days of issuance of Letter of Award (LoA).

Note–2: Documentary proof of the above must be furnished with the technical bid. Absence of any of the above documents will render the agency ineligible to participation in the opening of financial bid.

**Section 3**  
**Nature of Services**

<b><i>Sr.No</i></b>	<b><i>Designation</i></b>	<b><i>Category</i></b>	<b><i>Remarks</i></b>
1	Staff Nurse	Highly Skilled	
2	Data Entry Operator/ Computer Operator	Skilled	
3	Store keeper		
4	Lab Assistant		
5	Electrician		
6	Plumber		
7	Meson		
8	Pump operator		
9	Carpenter		
10	Vehicle Driver		
11	Lab/ office/Lib. Attendant		Semi-Skilled
12	Gardner		
13	Cook		
14	Helper		
15	Care Taker		

The actual number of persons to be deployed shall be decided after completion of tendering process. The University reserves the right to fix education qualification and the number of persons to be engaged on out-source basis at its discretion. The selected agency shall have no say in such decision-making by the University.

The highly skilled, skilled and semi-skilled persons must have valid education qualifications relevant to the job with adequate experience supported by valid documents acceptable by the university.

**Section 4**  
**INSTRUCTIONS TO THE BIDDERS**

**1. General Instructions**

1.1 For the Bidding / Tender Document Purposes, Office of the Central University of Punjab shall be referred to as “Client” and the Bidder / Successful Bidder shall be referred to as “Contractor”.

1.1.1 The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.

1.2 The sealed bidding documents should be delivered to the office of the Registrar, Central University of Punjab, Bathinda, by the stipulated date and time.

1.3 The tender documents may be downloaded from the official website of the university [www.cup.ac.in](http://www.cup.ac.in). The EMD of Rs. 2, 00, 000/- (Two lakh only) through Bank Draft along with the Bidding Documents at the time of submission of bid.

1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.5 Each page of the Tender documents must be stamped and signed by Proprietor and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not signed is liable to rejection at the discretion of the University. ***No page should be removed / detached from this bidding document.***

1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are ***liable to rejection.***

1.8 The Bidder should be registered under the Companies Act, 1956 or a Proprietorship or Partnership Registered firm. Bidding in the form of JV Consortium is not permitted.

1.9 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Central University of Punjab.

1.10 The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

## ***2. Minimum Eligibility Criteria***

The following shall be the minimum eligibility criteria for selection of bidders technically.

**2.1 Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or Proprietorship, Partnership Firm. Bidder in the form of JV/consortium is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.

**2.2 Registration:** The Bidder should be registered with the Income Tax, Service Tax/ GST and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.

**2.3 Experience:** The Bidder should have experience in the similar field of providing ***Manpower Out-Source Basis*** in the Universities/ IITs/ NITs/ IIMs/ Educational Institutes for the last three consecutive years. In case no bidder has provided experience certificates in respect of Universities/ IITs/ NITs/ IIMs/ Educational, then the bidders with experience in reputed organizations may be considered by the competent authority of the University. The bidder has to submit the relevant work experience certificates.

### ***2.4 Documents supporting the Minimum Eligibility Criteria***

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2.1, attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies or applicable registration certificate in case of Proprietorship/ Partnership Firm.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2.2, attested copies of PAN Registration, Service Tax/GST Registration, Labour Registration, EPFO Registration, and ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2.3, attested copy of experience certificates for completed work / ongoing work issued by the Universities/ IITs/ NITs/ IIMs/ Government Departments / PSUs shall be acceptable.

- (iv) Attested copy of the audited balance sheets along with audit report for the completed three financial year i.e. for 2014-15,2015-16 and 2016-17.
- (v) Attested copy of EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.

### **3. Earnest Money Deposit:**

3.1 This bids should be accompanied by an Earnest Money Deposit of **Rs.Two Lakh only** in the form of Demand Draft shall be in favour of **The Registrar Central University of Punjab and payable at Bathinda.**

3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid earnest money shall be forfeited.

3.4 The bids without Earnest Money shall be summarily rejected.

3.5 No claim shall lie against the Central University of Punjab in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

### **3.6 The bid security may be forfeited:**

- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder:-
  - (a) Fails to sign the contract in accordance with the terms of the tender document.
  - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the University.
  - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

### **4. Validity of Bids**

4.1 Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.

4.2 In case University calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

4.3 The University may request for extension for another period up to 60 days, without any modifications and without giving any reasons thereof.

### **5. PREPARATION OF BIDS**

5.1 Language: Bids and all accompanying documents shall be in English or in Hindi only.

5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid:

- a. Bidder's profile with undertaking.
- b. Signed and Stamped on each page of the tender document.
- b.. All Forms/Certificates, duly filled and signed and stamped.

- c. Earnest Money of Rs. Two lakh only in the form of Demand Draft in favor of the Registrar, Central University of Punjab payable at Bathinda.
- e. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in clause 2 of this section.

The Technical Bid should then be kept in a separate sealed envelope, super scribed as “Technical Bid for **Tender No.** ..... with the Name and address of the Bidder.

**Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (Section 8). Then the financial bid should be kept in a separate sealed envelope, super scribed “**Financial Bid for Tender No.** ..... with the Name and address of the Bidder.

## **6. Submission of Bids**

6.1 The Bidder shall submit his bid in a sealed envelope containing **two separate** sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly super scribed as bid for providing Facility Management Services.

6.2 The Bid shall be submitted not later than **1500 hours of 11.09.2017** addressed to the Registrar, Central University of Punjab, City Campus, Mansa Road, Bathinda 151001 by speed post/Registered Post/courier and by hand only.

6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.3 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the Central university of Punjab reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.

**6.4 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.**

## **7. Bid Opening Procedure**

7.1 The Technical Bids shall be opened on **13.09.2017 at 1100 hours** by the Committee at Central University of Punjab in the presence of such bidders or their representatives who may wish to be present.

7.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

7.3 A letter of authorization shall be submitted by the Bidder’s representative before opening of the technical Bids and financial bids.

7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.

7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness/seal of the bid.

7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later on to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.

7.7 Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.

7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.

7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.

7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

## **8. Clarification on Technical Bid Evaluation.**

8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the University may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the University shall not be considered. The University request for clarification and the response shall be in writing.

8.2 If a bidder does not provide clarifications of its bid by the date and time set by the University request for clarification, its bid may be rejected.

8.3 University also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.

## **9. Technical Bid Evaluation (Segregated Type)**

9.1 The University shall follow two bid system where the technical bid and financial bid shall be evaluated separately.

9.2 The technical bid evaluation shall be done based on the following criteria:

9.2.1 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

<b>(i)</b>	<b>Number of years in Operations</b>	<b>Max 25 Marks</b>
(a)	3 years to 5 years	10 Marks
(b)	More than 5 years and up to 7 years	15 Marks
(c)	More than 7 years and up to 10 years	20 Marks
(d)	More than 10 years	25 Marks

<b>(ii)</b>	<b>Average Turnover (Last 3 Financial Years)</b>	<b>Max. 25 Marks</b>
(a)	1 crores to 2 crores	10 Marks
(b)	More than 2 crores and up to 5 crores	15 Marks
(c)	More than 5 crores and up to 10 crores	20 Marks
(d)	More than 10 crores	25 Marks

### **iii) Experience in Educational Institutes. Max. 50 Marks**

Experience in above institutions with satisfactory performance, following criterion shall be followed:

- a) For Central Universities, Institute of national Importance, 05 marks shall be awarded for each institute per completed year.
- b) For State University and state government institute of higher studies, 04 marks for each institute per completed year shall be awarded.
- c) Private Universities - 03 marks for each university per completed year.
- d) Government College - 02 marks for each college per completed year.
- e) Private college - 01 mark for each college per completed year.

***A Bidder should secure mandatorily a minimum of 40% in each criteria and overall 60% marks (i.e. 60 marks out of total 100 marks as per para 9.2.1) in Technical Evaluation in order to be a qualified bidder for being Technically eligible and subsequently for opening of financial bids.***

9.2.3 The Bidder shall be required to produce attested copies of the relevant documents in support of para 9.2.1 in addition to the documentary evidences of para 2. For being considered during technical evaluation.

9.3 A substantially **responsive bid** shall be one that meets the requirements of the bidding document in **totality i.e. by following the procedures of para 9**. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

- (i) The responsiveness of the bid, i.e., receipts of duly filled, signed and accepted bid documents in complete form, including Authorization letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
- (iii) Documents in proof of meeting the minimum eligibility criteria.
- (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. University will intimate the bidders, the time/ venue for the ***financial Bid opening***.

## ***10. Financial Bid Opening Procedure***

10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the authorization letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid if they so desired.

10.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.

10.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

10.5 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure.

## ***11. Financial Bid Evaluation and Determination of the Successful Bidder***

11.1 The Bidder meeting the minimum eligibility criteria and with the ***lowest bid price*** shall be deemed as the **successful Bidder** and shall be considered eligible L-1 Bidder for further processing.

11.2 If there is a discrepancy between words and figures, the amount in words shall prevail.

## ***12. Right of Acceptance:***

12.1 The Office of the Central University of Punjab reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Central University of Punjab in this regard shall be final and binding.

12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidders bids liable for rejection.

12.3 The Competent Authority of the Central University of Punjab reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the bidders.



12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority the Central University of Punjab reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

12.5 The Central University of Punjab may terminate the Contract with forfeiture of EMD and Performance Guarantee (Security Deposit) if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

### **13. Notification of Award by Issuance of “Letter of Acceptance”**

13.1 After determining the successful evaluated bidder, University shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to University duly acknowledged, accepted and signed by the authorized signatory, within **Seven (07) days** of receipt of the same by him.

13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

13.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

### **14. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

14.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned along with their unopened financial bids within Thirty (30) days after opening of the eligible financial Bids.

14.3 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within Fifteen (15) days, on award of contract to the Successful bidder. The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

### **15. DISCLAIMER**

The relatives / near relatives of employees of the University are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son’s wife (daughter-in-law), daughter(s) & daughter’s husband (son-in-law), brother(s) & brother’s wife, sister(s) and sister’s husband (brother-in-law).

## **Section 5** **Terms and Conditions**

- 1) An agreement shall be signed with the contractor in consonance with the terms and conditions. It is clearly understood by both the parties that this agreement is a commercial agreement and not one creating any employment or any rights in respect thereof.
- 2) The contractor will not sublet the contract of the services being provided under this agreement to any agency or individual(s).
- 3) The contract amount of this work is as per the minimum wages rates notified by Government of India and amended time to time with service charges.....

- 4) 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 and as applicable.
- 5) The Central University of Punjab has approved the rates its City Campus, Camp Office and Main Campus as well as for all other immovable property wherever situated.
- 6) The contractor shall maintain absolute secrecy with regard to all matters which come to its knowledge by virtue of this agreement.
- 7) The responsibility for implementing the instructions / guidelines for working on National holidays and Sundays and to ensure compliance of the law would lie with the contractor.
- 8) The number of persons required is tentative and it may vary as per needs. The University reserves the right to increase or decrease the manpower, as per requirement. In such case, the contract amount payable to the Agency shall stand modified accordingly.
- 9) Additional manpower, if any required, will have to be supplied by the agency on the same terms and conditions and in case of failure, Central University of Punjab reserves the right to get the same hired from the local market as per local market rates, at the cost of the agency.
- 10) The contractor must ensure the minimum standard of skill for each category of staff required for the proper upkeep of the University activities.
- 11) The contractor will be required to furnish security deposit amounting to Rs. 10,00,000/- (Rupees Ten Lakh only) in the form of Demand Draft drawn in favour of Registrar ,Central University of Punjab, Bathinda valid for 60 days after closing the contract. The security deposit must be furnished within 15 days of the award of the contract. The earnest money amounting Rs. 2, 00,000/- (Rupees Two Lakh only) in respect of the agency will be converted into security deposit on award of the contract.
- 12) The contractor will be required to deposit the Bank Guarantee of Rs. 05 lakh (Five lakhs Rs only) as security for the performance of the contract as laid down by the Central University of Punjab. This Bank Guarantee must be furnished within 15 days of the award of the contract.
- 13) The staff deployed by the agency will always carry/wear identity cards with them for verification while working on the Campus. The cost of I-cards shall be borne by the agency failing which suitable action including fine will be imposed on the defaulter.
- 14) The details of the persons deployed by the agency with name, bio-data and copies of the character antecedent's verification and latest photographs of all the persons shall be supplied to the University office for record. The agency will be deemed to have started the work only after submission of these documents within a period of 45 days of the award of contract.
- 15) The agency will provide summer and winter uniforms along with other required articles, identity card and safety items to his employees. **The cost of uniforms will be paid by firm, not by the university or employees.** All personnel of the Agency shall wear the uniforms in clean condition while on duty. Colours of uniforms for various categories of workers to be provided by the Agency shall be decided in consultation with authorized nominee of the University, and will be provided 15 days of the finalization of the contract. In case of failure on the part of the agency in this regard, a fine of Rs.5000/- for every week or part thereafter the expiry of the given time shall be imposed upon the agency after offering an opportunity of being heard so.
- 16) The staff to be provided by the Agency would be in the group age of 18 to 50 years, should be physically and mentally fit for performing manual duties.
- 17) All the persons to be provided should have good moral character and antecedent verification should be got done from the concerned authority by the agency and made available to Central University of Punjab within 45 days from the date of award of work. No criminal case should be pending against any of the persons employed by the agency.
- 18) The University is a **"NO SMOKING ZONE"**. The Agency should ensure that his employees DO NOT SMOKE while working in the University Campuses, They will also not indulge in drinking alcohol or any other intoxicants. They will not consume **drugs and eat pan/khaini/tobacco etc.** They will not play cards or indulge in gambling on campuses or any other anti-social activities what so ever.

- 19) The work supervisor deployed by the agency is supposed to be present in the campus of Central University of Punjab, Bathinda, who will have to submit required report to authorized nominee of the University.
- 20) The Central University of Punjab shall have the right to seek replacement of any person without assigning any reason whatsoever and the substitute shall have to be provided by the agency immediately.
- 21) No worker/employee will be engaged and removed without the consent of the Central University of Punjab.
- 22) The University will not provide any medical facility and residential accommodation to the staff of the contractor.
- 23) The agency shall evolve the methods for the beautification and cleanliness of the Campuses in consultation with the concerned authorities to be designated by the Competent Authority.
- 24) The weekly targets will be assigned by designated officer of the University or his nominee and payment of the preferred bills shall be released on monthly basis after fulfilment of the targets to the satisfaction of the concerned authorities.
- 25) The agency will 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 with 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 the University, whatsoever it may be.
- 26) The Designated Officer or his nominee shall be at liberty to check at any time the deployment of persons by the Agency and in case of default, the Designated Officer of the Central University of Punjab shall deduct the wages of absentee personnel from monthly payment due to the agency and impose penalty as deemed fit. The penalty will be up to Rs. 1000/- (Rs One thousand only) per day per absentee. The decision of the competent authority shall be final in this regard.
- 27) The reliever will be provided by the firm. The minimum wages will be made as per the latest notification of the Government of India.
- 28) No double duty by the any employees will be accepted in any case. If any double duty found during checking fine/penalty of Rs 500/- (Rs Five Hundred only) will imposed.
- 29) Agency will pay to their employees deployed at Central University of Punjab by bank account not in cash.
- 30) The Agency will not force the employees to change their bank account and EPF UAN Numbers.
- 31) No unauthorized deduction will be made from the monthly salary of the employees. Any deduction, if comes to light, then Rs 5000 (per unauthorized deduction) will be imposed as penalty against such deductions.
- 32) The agency shall not pay to the persons engaged by him less than the minimum wages as approved under Minimum Wages Act decided by the Government of India from time to time. This payment shall be made to the workers in the presence of representative of the University.
- 33) The contractual amount payable to contractor every month would be reviewed as and when minimum wages are revised by Government of India.
- 34) The contractor shall comply with provisions of the Contract Labour (Regulation & Abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971.
- 35) Contractor or his representative will remain in constant touch with concerned official of CUPB for better understanding and effective work.
- 36) The monthly salary payment will be made to the employees deployed at Central University of Punjab by the firm on or before 07<sup>th</sup> of every month, falling which penalty of Rs 1000 (Rs One thousand only) will be imposed . If the salary will be delayed after 15<sup>th</sup> of month, University will pay the salary directly to them out of security deposited of the agency which will recovered from monthly bills of the agency and this act will liable to fine up to Rs. 10000 or termination of contract.
- 37) The bill payment of the firm will be cleared within one month by the Central University of Punjab from the date of receiving the pre-receipted bills in duplicate, till the time firm will be responsible for making the monthly salary payment to the employees without fail.

- 38) The contractor shall submit an affidavit for making payment of minimum wages to the workers deployed by it / 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 are submitted by the contractor.
- 39) The Company/ Agency shall provide replacement in case the employee of the Company/Agency is proceeding on leave. This will be at no additional expense to the University. In case of failure to provide requisite strength of staff/Supervisors on each day of the contract period, shall entail deduction of Rs.500/- per person. In case of repeated failure (more than 15 occasions during the contractual period), it would be open to the University to cancel the contract and to get the same executed from any other agency for the remainder of the contractual period at the risk and cost of the agency. Provided, that such cancellation shall be only on issuance of notice to show cause as to why in view of the default the contract be not cancelled and provided further that it would be open to the University to impose a penalty of Rs. One lakh in lieu of the cancellation. However, neither the cancellation nor penalty shall be imposed without giving opportunity to show cause against either of the proposed actions nor the failure of the agency to give a satisfactory reply in response thereto within the time allowed for filing reply.
- 40) That the contractor will take all steps required under law in case of any loss or other contingency in consultation with the University so as to ensure protection of interest of CUPB under intimation to CUPB.
- 41) That it shall be the sole responsibility of the contractor to ensure effective services through its deployed staff. In case of any loss to CUPB during the contract period on account of dishonesty, theft, connivance, negligence etc of the staff deployed by the contractor or in any way attributable to the contractor, then the same shall be made good by the contractor on the basis of conclusion of joint investigation to be carried out by CUPB and the contractor. However, in case of disagreement between the findings of the contractor and CUPB, the matter would be referred to the Vice Chancellor / Registrar, CUPB whose decision on the basis of investigation conducted would be final. However, if deemed necessary, the Vice Chancellor / Registrar, CUPB may require such further enquiry to be made as deemed necessary and take decision thereafter after affording opportunity of hearing to CUPB / Contractor.
- 42) The Central University of Punjab will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act, 1948, Workman 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 agency and challans/receipts must be enclosed with the monthly bill. The agency 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 agency in separate challan in respect of manpower employed by him at the University. The certified copy of challans must be submitted next month along with the bill but agency will give a certificate that the EPF and ESI deduction of workers working at the University has been deposited by him with the respective department. The ESI facility will be extended to the personnel deployed by the Agency within one month of the award of the contract. In case of default/noncompliance of the legal provisions a suitable fine can be imposed upon the agency in addition to making the compliance of the same.
- 43) ECR will be provided separately of the each employee those are deployed at Central University of Punjab with the challan with list of employees as having deposited with EPF department.
- 44) The firm will must depute a counsellor at least 05 days in university to hear and solve the problems of employees. ***The cost of counsellor will be paid by firm not by the university or employees.***
- 45) The salary slip of each employees will submitted along with the monthly bill falling which monthly bill will not be process for payment.

- 46) The Agency shall maintain daily shift-wise attendance record of the concerned personnel deployed showing their arrival and departure time and submit to the University an attested photocopy of the attendance record with the monthly bill.
- 47) No request for making advance payment on any ground shall be entertained.
- 48) Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms and conditions of this contract.
- 49) 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 of India only, applicable to the period of award of contract.
- 50) TDS and other taxes as applicable will be deducted from agency's bill as per Government of India Instruction from time to time.
- 51) In case of any change of constitution of the Agency, the rights of the University in any way should not suffer.
- 52) All personnel engaged under this contract by the Agency shall be employees of Agency. The University 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 the University or elsewhere, there would, be absolutely no liability of the University in respect of those workers engaged by the agency in the premises of the University in any manner.
- 53) 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 the University as and when required.
- 54) The Personnel deployed by the Agency should be disciplined and will not participate in any activity prejudicial to the interest of the University/Govt. of India /any State/ or any Union Territory. The contractor shall be responsible for the conduct and behavior of its employees.
- 55) 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 the University 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 the University shall be final in regard to all matters arising under this clause.
- 56) The decision of the University in regard to interpretation of the Terms & Conditions and the agreement shall be final and binding on the Agency.
- 57) The Authorized Officer/Committee of the University 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.
- 58) At the end of Contract Period/Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by the University) without any hindrance. In case of Non-compliance, the Security Deposit shall be forfeited.
- 59) The contract will be valid for a period of one year from ..... to ..... subject to appraisal and review by the University authorities and in case the jobs performed are not found to be satisfactory, the contract shall be terminated by giving notice of one month to this effect.
- 60) The contract can be further extended if agreed to by both the parties.
- 61) That in case of any loss being suffered by CUPB on account of violation of the terms and conditions of contract or for any reason whatsoever on account of services rendered by the contractor under this agreement, CUPB shall have the right to deduct all claims against contractor and CUPB shall have the right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
- 62) That in case the contractor withdraws from the contract within the period of contract, CUPB shall forfeit the security amount without any refund and further the contractor shall be liable to pay a sum of Rs 5 Lakhs to CUPB.

- 63) That the terms and conditions of the tender which have not been mentioned in this agreement shall also apply and form part of the contract for all intents and purposes.
- 64) **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 in spite of instructions.
  - d) Any violation of instruction/agreement or suppression of facts.
  - e) Agency being declared insolvent by competent court of law.

On termination of the contract, it shall be the responsibility of the agency to remove his men and materials within two days or date specified by the University. The University 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 agency shall keep on discharging his duties till the expiry of notice period.

- 65) In case of pre mature termination of the contract due to any of the clauses of Termination under this section the security amount shall be forfeited.
- 66) **Arbitration:** Any question, dispute or difference arising under or out of or in connection with this work shall be settled through mutual discussions and consultations by the university and the manufacturer/Dealer/Supplier/Contractor. In case no resolution is possible/reached, the dispute or difference shall be referred to the Vice-Chancellor of Central University of Punjab, Bathinda by either party for appointment of sole arbitrator by the Vice Chancellor of the University. The award of the sole arbitrator shall be final and binding upon the parties. All arbitration proceedings shall be carried out in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.
- 67) **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Bathinda only.

***Declaration***

***I have read and accept all the above mentioned conditions/Requirements.***

(Signature and Stamp of the Bidder/Contractor)

**Section 6**  
**Bidder's Profile**

1. Name of the firm.....
2. Name of the authorized person submitting the Bid “Shri/Smt.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....  
.....
5. Address of the firm.....  
.....  
.....
6. Tel no. with STD code  
(O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
  - i) Private Limited
  - ii) Public Limited
  - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
- 15 Bidders bank, its address and current account number .....
- 16 Permanent Income Tax number, Income Tax circle .....
17. Service Tax/GST Number.....
18. TIN Number.....
19. EPF Registration Number.....

- 20. EPF Registration Number.....
- 21. ESIC Registration Number.....
- 22. License No. under Contract Labour Act .....

23. Particulars of EMD

- i) Demand Draft/ Bank Guarantee No.....
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of BG/DD.....

24. Particulars of Tender Fee

- i) Demand Draft No. ....
- ii) Date. ....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of DD.....

**Note:** Documentary proof to be attached for the entries at Serial No. 11, 12, 15,16,17,18,19,20,21 & 22.

Description of similar work of Facility Management services executed during the last five years (Please furnish copies of completion certificate from the Government Department / Organization) – As per **Clause 2.3 Section 4.**

As per Clause 2(d) section 4	Description of work order executed	Actual Value of work order executed	Name of the Government Department / Organization	Start Date	Finish Date	Documentary evidence at page No.

**UNDERTAKING**

I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

- 2. The rates quoted by me are valid and binding upon me for the entire period of contract.
- 3. I/We give the rights to the competent authority of the Central University of Punjab to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
- 4. I hereby undertake to provide the mechanized housekeeping services as per the directions given in the tender document/contract agreement.

**Place:**

**Date:**

Signature of Bidder/Authorized  
signatory.....



Name of the Bidder.....  
Seal of the Bidder

**Section 7**  
**CERTIFICATE**

**Certificate on Non-Participation of near Relatives in the tender**

I \_\_\_\_\_, S/O \_\_\_\_\_,  
R/O \_\_\_\_\_ hereby certify that none of my relative(s)  
as defined in Section 4 (15) of tender document is/are employed in Central University of Punjab  
as per details given in tender document. In case at any stage, it is found that the information  
given by me is false/ incorrect, University shall have the absolute right to take any action  
including termination of the Contract as deemed fit/without any prior intimation to me.

*Signed* \_\_\_\_\_  
For and on behalf of the Bidder  
Name (caps) \_\_\_\_\_  
Position \_\_\_\_\_  
*Date* \_\_\_\_\_

**Section 8**

**Performa for Financial Bid**

Name of the Agency: .....

Tel .No .....

**Consolidated Rate of percentage to be charged as Service Charges by the bidder**

<b>Description of Service Charges</b>	<b>Percentage Quoted</b>
Service charges per month to be claimed by the agency	_____% In words _____ _____percent.

*Notes:*

1. *The percentage quoted above is exclusive of the amount on account of following; which shall be considered (either way) on actual basis.*
  - a. *Service Tax/GST/SGST/CGST ( to be paid re-imbrued on actual basis as per rules, if applicable).*
  - b. *Income Tax, TDS as per rules*
  - c. *Bonus/Replacement charges for off-days/Leaves etc, to be part of percentage quoted above.*
2. *Service Charges of the agency/bidder quoted as percentage above shall be calculated from the total monthly basic wages of the employees.*
3. *The agency shall deduct the employee's contribution for EPF & ESI from the wages of the staff and deposit the same with the concerned quarters as per rules. The same shall be re-imbrued on production of necessary documents.*

**Declaration:**

It is certified that the information furnished above is correct. We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. The signatory to this bid is authorized to sign such bids on behalf of the organization.

Place: .....

Date: .....

Name: .....

Signature: .....

Designation: .....

**Section 9**  
**FORM FOR FINANCIAL CAPACITY**  
*(To be certify by Chartered Accountant of the firm)*

<b>Description</b>	<b>Financial years</b>		
	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
<b>Annual Turnover</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			
<b>Total Revenues</b>			
<b>Profit Before Taxes</b>			
<b>Profit After Taxes</b>			

Section 10

**CHECK LIST ON PREPARATION OF BIDS**

<b>Sl. No.</b>	<b>Particulars</b>	<b>YES/NO</b>
1.	Have you filled in and signed Bidder Profile?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
<b>TECHNICAL BID</b>		
3.	Have you enclosed the EMD of Rs.2, 00, 000/- (Two lakh only) in the Technical Bid?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the Tender documents?	
5.	Have you attached proof of having met the following Minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you attached attested Certificate Issued by the Registrar of firms / Companies?	
5.2	Financial Capacity: Have you attached Audited Balance Sheets, Audit Reports and form for financial capacity?	
5.3	Registration with Government Bodies like ESIC, EPF, Labour Laws: Have you attached a Registration copy of each of the certificate?	
5.4	Experience: Have you attached the attested experience certificates issued by the Organization / Government Departments of the last five years?	
5.5	Manpower: Have you attached proof of manpower?	
6.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7.	Have your Technical Bid been packed as per the requirements of the Tender?	
<b>FINANCIAL BID</b>		
8.	Have your financial Bid proposal is duly filled, sealed and signed on all pages?	
9.	Have your financial bid been packed as per Tender?	