



CENTRAL UNIVERSITY OF HARYANA

(CUH)

TENDER DOCUMENT

**Hiring Services of Outsourcing Agency for Engagement of Manpower at
Central University of Haryana, Mahendergarh, Haryana.**

Tender Document Fee: 2000/- + GST (In the form of Demand Draft)

SECTION –I

INVITATION FOR THE BIDS

Sub: Notice Inviting Tenders for engagement of Outsourcing Agency for Hiring of Manpower in Central University of Haryana, Mahendergarh, Haryana

1. Central University of Haryana is a Central University established under the Central Universities Act, 2009 of the Parliament. Permanent Campus of the University is situated in 484 acres of land at Jant-Pali Villages, Mahendergarh district of Haryana from where CUH is running its academic operations.
2. Sealed Bids are invited on behalf of Central University of Haryana under two bid system from reputed, well established and financially sound Outsourcing Agencies to provide/deploy the Man-power (semi-skilled/ unskilled) at CUH.
3. The bids duly filled in all respect enclosing necessary documents may be submitted at **Estate and General Administration Branch, Room No. 123, Administrative Block, Central University of Haryana, Mahendergarh, Haryana-123031**, so as to reach on or before **08-10-2021** till **02:30 PM**.
4. The Technical bids will be opened on the same date i.e. at **02:00 PM** on **11-10-2021** at **Conference Room, Administrative Block, Central University of Haryana, Mahendergarh, Haryana-123031**, in the presence of bidders who may wish to be present, either by themselves or through their authorized representatives.
5. Tenders should be accompanied by E.M.D. for an amount of Rs. **One Lakh** to be submitted in the form of Demand Draft in favour of “Central University of Haryana” payable at Mahendragarh.

Last date for receipt of tender: 08-10-2021 upto 2:30 PM.

Date of opening of Technical Bid: 11-10-2021 at 02:00 PM.

Date of opening of Financial Bid: The opening date of price bid shall be intimated to the bidders whose offers have been technically qualified.

Deputy Registrar (E&GA)

SECTION-II

IMPORTANT INFORMATION RELATED TO TENDER

1	Purpose of Tender	Hiring Services of Outsourcing Agency for Engagement of Manpower at Central University of Haryana, Mahendergarh, Haryana and Transit Office at Gurugram.
2	Earnest Money Deposit	One Lakh
3	Last Date for Submission	08-10-2021 at 2:30PM
4	Bid Validity	Six months from the last date of submission of Bids.
5	Address for Submission	Estate and General Administration Branch Room No.123 Administrative Block Central University of Haryana Mahendergarh, Haryana-123031
6	Date & time of Opening of Technical bid	11-10-2021 at 02:00PM Conference Room, Administrative Block, Central University Of Haryana, Mahendergarh
7	Date & time of Opening of Financial bid	To be notified at a later date after the Technical evaluation is completed. Shortlisted Agency shall be notified on the University website.
8	Contact for any queries	estateandgeneral@cuh.ac.in

1. Scope of Supply of Manpower:

1.1 The details of qualifications, experience, duties to be performed will be provided by the University and the approximate number of manpower required is 100 under the four broad categories namely; Skilled, Semi-Skilled, Unskilled and Other category. However, the actual number of manpower under above categories may increase/decrease as per the requirement of the University from time to time.

2. Pre-qualifying Criteria:

2.1 **Annual Turnover:** Average annual financial turnover of the bidder during the last three financial years ending 31st March 2021 should be at least Rs. 1 crore (Rupees One crore).

2.2 **Previous Experience:** The contractor / agency must have experience in the area of providing of Skilled, Semi-skilled, Unskilled and Other Manpower in Government Departments, Autonomous Bodies, Public Sector Undertakings etc., for a minimum period of *three* years ending 31st March 2021.

2.3 The contractor/ agency (will also be referred as service provider) must have successfully executed/ completed similar jobs for supply of semi-skilled and unskilled manpower, amounting of Rs 50.00 lakh (at least two) or Rs 1 crore (at least one) during the preceding three financial years ending 31st March 2021.

2.4 The contractor/ agency shall submit their bids with following details along with information in respect of prequalifying criteria indicated at Sr. No. 2.1 to 2.3 above in Part-I (Technical Bid) :-

- (i) Copy of Agency profile.
- (ii) Status of the Contract or Agency: Whether proprietor/ firm/ limited company etc. Enclose a copy of certificate of registration/ incorporation from the concerned authorities.
- (iii) Self-attested copy of valid labour license from the Regional Labour Commissioner for specific number required for undertaking the work under the Contract Labour (Regulations & Abolition Act, 1970).
- (iv) Self-attested copy of the valid Service Tax Registration Certificate.
- (v) Self-attested copy of the registration under EPFO
- (vi) Self-attested copy of the registration under ESIC.
- (vii) List of the clients and certificates issued by various clients towards proof of successful performance of the work.
- (viii) Copy of PAN/TAN card and income tax returns filed for the last three years ended 31 March 2021.

- (ix) A written undertaking to the effect that the agency/contractor has not been blacklisted by any Government/Departments/Autonomous Bodies, PSU's etc., as on the date of submission of the bid.
- (x) Certified copies of Annual Reports comprising of Balance Sheet and Profit and Loss Account/Income and Expenditure Account of the last three years ending 31 March 2021.
- (xi) An Undertaking in writing accepting the terms and conditions of the tender document.
- (xii) The contractor / agency shall enclose a demand draft of **Rs 1 Lakh (Rupees One Lakh)** drawn in favour of "Central University of Haryana" payable at Mahendergarh, Haryana towards Earnest Money Deposits (EMD). This EMD shall be forfeited if the contractor fails to commence the work as per the award letter for undertaking the job or in the event of withdrawal of offer during the validity period of offer or non-confirmation of acceptance of the order within the stipulated time after issue of the order by the University.
- (xiii) The technical bids which do not meet the pre-qualifying criteria and other information/details required as per Sl. No. 2.4 shall be liable for rejection.
- (xiv) Technical bids received without EMD/Insufficient EMD and after due date for receipt of tenders shall not be considered and be liable for rejection. Incomplete tenders shall also be liable for rejection.
- (xv) A declaration to the effect that "information furnished in the Technical Bid is true, complete and correct to the best of my knowledge and belief, I undertake that in the event of any information being found fake or false at any stage, my tender shall be liable to be cancelled / terminated without any notice or compensation in lieu thereof" shall be given. The declaration shall be signed by an authorized representative of the bidder with seal.

2.5 There shall be an Integrity Pact to be signed by both the party as per CVC guidelines.

3. Evaluation of Tenders:

- a. **The committee constituted by the CUH shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document and presentation made by the bidder at CUH at a date, time and venue specified by CUH.**
All eligibility conditions have to be satisfied as on the date of submission of bid and not later.
- b. The bid of the bidders who submit their bid in the proper format and with the required EMD will be evaluated. The bids of the non-conforming bidders shall be rejected without further evaluation.

- c. Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- d. CUH may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time, may entail rejection of the bid of such bidder.
- e. The Technically qualified bids shall only be considered for opening and evaluation of financial bids.
- f. The Tenderer quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for award of contract.
- g. In case more than one price bid quoting the same rates are received, the winning bidder shall be selected through lottery.

4. Award of Contract:-

- a. CUH may award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- b. CUH will communicate to the successful bidder that its proposal has been accepted. This letter (herein after and in the condition of contract called the "Letter of Offer") shall prescribe the terms of payment to the contractor in consideration of the execution of work / services by the contractor as prescribed in the contract.

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

Commercial Terms and Conditions:

1. The successful Contractor/ Agency shall not be paid any kind of advance under any circumstances.
2. **Security Deposit:** The successful bidder shall furnish a performance security deposit of Rs 5.00 lakh (Rupees Five lakh only) in the form of an Account Payee Demand Draft drawn in favour of "Central University of Haryana". The security deposit shall be forfeited by the University for non-compliance of terms and conditions of the agreement by the service provider or frequent absence from duty/misconduct on the part of man-power supplied by the service provider or non-compliance with any of the requirements of the labour laws such as failure to deposit of EPF and ESI etc., amounts with respective statutory authorities within stipulated time. The Security Deposit will be refunded to the Contractor after two months of the expiry of the agreement only on the satisfactory

performance of the Contractor/Agency. No interest shall be payable on the said amount of Security Deposit.

3. **Payment of Bills:** Payment to Service Provider shall be made on monthly basis. Bill/s shall be submitted by the contractor after completion of every month duly enclosing therewith i) Pay Slips of all the personnel deployed under the contract; ii) attendance certified by an officer authorized in this regard by the University; iii) a separate challan showing proof of remittance of ESI and EPF in respect of personnel deployed under the contract for previous month to the respective authorities and iv) quarterly / half yearly and yearly returns required under various Acts.
4. The Technical Bid (Part-I) will be opened in the presence of Tenderers or their authorized representatives who choose to participate on the date of tender opening. The Financial Bid (Part-II) of the agencies who are found technically qualified to carry out the job will be opened with prior intimation indicating the date and time of Financial Bid opening.
5. **Financial Bid:** Financial Bid shall be submitted in the format prescribed in Annexure-II. The Financial Bid shall be valid for a period of 60 days from the date of opening of Technical Bid.
6. **Period of Contract:** The contract will be initially for a period of one year which may be extended for further period on the basis of performance and with mutual consent as per the requirement of the University.
7. The successful bidder shall have to obtain labour license before commencement of work from concerned labour authorities wherever applicable under the provisions of Contract Labour (Regulations & Abolition) Act, 1970 and the rules made thereunder from time to time. The bidder shall also ensure renewal of such license well before its expiry.
8. The contractor should maintain all the records/ registers / documents which are necessary under various labour laws applicable to contract labours/personnel and also Shops and Establishment Act/Rules applicable to his/her establishment and make them available at CUH at all times. Indicative list of such records is given for example (a) Register of Workmen (b) Employment Card (c) Muster Roll (d) Register of Wages (e) Wage Slips (f) Overtime Registers etc.
9. The service provider shall be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, 1948. Employees Provident Fund Act, 1952, ESI Act, 1948 etc., and CUH shall not incur any liability for any expenditure whatsoever on the persons employed by the service provider on account of any obligation.
10. The University reserves the right to reject any or all the offers without assigning any reason.
11. The University reserves the right to alter/modify any or all conditions of this tender document before submission of Technical and Financial Bids.
12. Bidders shall not be permitted to alter or modify their bids after expiry date of receipt of bids.

13. Bidders are advised to read carefully the tender documents and terms and conditions before quoting their bid. All the pages of the tender form should be signed by bidders as a token of their acceptance of terms and conditions.
14. All entries in the tenders must be written in ink or typewritten. Over-writing should be avoided. Correction, if any, should be attested with signature by the bidder or his/her authorized representative.

OTHER TERMS AND CONDITIONS:

1. The service provider's personnel deployed should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this University. The service provider shall be responsible for any act of commission or omission or indiscipline on the part of persons deployed by him. The University shall reserve the right to decide and final screening of the candidates to be deployed considering the age, qualification and experience etc.
2. The University may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/their misconduct or services being not required and service provider shall forthwith comply with such requirements/directions.
3. The service provider has to provide Photo Identity Cards to the persons employed for carrying out the work. These cards are to be constantly displayed and their loss shall be reported immediately to the Service Provider for replacement.
4. All services shall be performed by persons qualified and experienced in performing such services as prescribed by the University.
5. The Service Provider shall replace immediately any of its personnel, if they are found to be unacceptable to the University because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving instructions from the University in writing or oral.
6. The University shall not be liable for any loss, damage, theft, burglar or robbery of any personal belongings, equipment or vehicles of the personnel deployed by the service provider.
7. The service provider shall depute Supervisors to take care of the functional requirements of deputed manpower who will report to the officer/ officials authorized by the University authority.
8. The service provider shall not assign, transfer, pledge or sub contract the work/services.
9. The service provider's personnel shall not claim any benefit / compensation / absorption / regularization of services with the University under the provisions of Industrial Disputes Act, 1947 and Contract Labour (Regulation & Abolition) Act, 1970.

An undertaking to this effect from the personnel engaged shall be submitted by the service provider to the University.

10. The service provider shall ensure deployment of suitable people with proper background after verification by the local police, collecting proof of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the University for any reasons, immediately on receipt of such request.
11. The character and antecedents of each personnel of the service provider shall be got verified by the service provider before their deployment and a certification to this effect is to be submitted to the University, in the form of Affidavit.
12. The service provider agency shall ensure proper conduct of the personnel deployed in University campus and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc.
13. The service provider shall engage the appropriate qualified personnel as required by the University from time to time. The said personnel engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their wages every month as per the Minimum Wages Act **by the Seventh day of the following month** without linking to payment to be received from the University. In case of delayed payment, the Service Provider is liable to pay Rs.100/- penalty per worker per each day of delay.
14. Any statutory requirement in respect of each personnel of the service provider will be the responsibility of the service provider.
15. Working hours would be normally 08 hours per day during working days including half an hour lunch break. However, the concerned person may have to work beyond office hours, in the exigencies of work.
16. The deputed personnel may be called on Sundays and other Gazetted Holidays, if required.
17. The service provider shall provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the University. The service provider shall provide a substitute well in advance if there is any probability of a person leaving the job due to his / her own personal reasons.
18. The Service Provider shall ensure that individual Bank Accounts of members are opened in their respective names and all payments shall be made through e-transfer only as per the minimum wages notifications issued by Regional Labour Commissioner from time to time. **Payment in cash is totally prohibited.** A certificate that the wages have been paid in accordance with the said notification should invariably be furnished by the contractor every month along with the monthly bill to the University.

19. The Service Provider shall be available for contacting at all times and message sent by E-Mail/ Fax/ Special Messenger from University to the service provider shall be acknowledged immediately on receipt on the same day.
20. The Service Provider has to maintain EPF account against every person employed with the Regional Provident Fund Commission.
21. The Service Provider shall assist the new workers in the opening of EPF/ESI account and bank account.
22. The Service Provider shall be responsible for any queries from the Regional/Assistant Labour Commissioner on issues related to EPF/ESI etc.
23. **The Service Provider shall submit the challan and documentary evidence in support of proof of deposit of EPF/ESI amounts, both employee's and employer's share, in respect of individual workers engaged for the University and shall entertain queries in this regard from workers. Any non-compliance by the Service Provider with regard to the above provisions may lead to termination of the contract and forfeiture of security deposit / performance guarantee deposit.**
24. The successful bidder shall enter into an Agreement with the University on Non-Judicial Stamp Paper of Rs.100/- (Rupees One hundred only) within 15 days of the issue of letter of Acceptance. Non-fulfilment of this condition of executing an agreement/ contract document by the contractor would constitute sufficient ground for annulment of the award of the contract and forfeiture of Earnest Money Deposit.
25. In case, the Service Provider fails to make payment of minimum wages to his personnel deployed under the contract, the Security Deposit /other dues and the amounts running bills under the contract shall be utilized by the University to discharge primary liability of the Service Provider.
26. The Service Provider shall ensure adherence to all laws especially including Contract Labour (Regulations & Abolition) Act 1970, Payment Of Wages Act 1936, Workmen Compensation Act 1923, Minimum Wages Act 1948, ESI Act 1948 and Provident Fund Act 1952 as amended from time to time.
27. In case, the Service Provider does not execute the work as per the terms and conditions of the Work Order/Agreement, the same shall be got executed by the some other contractor/agency and the expenditure, 'if any', incurred in this regard shall be recovered from the Service Provider's Security Deposit/Pending bills.
28. Disputes, grievances, if any, between the Service Provider and personnel deployed by him have to be settled by the Service Provider only.
29. That the personnel deployed shall not be below the age of **18 (eighteen) years and above the age of 50(fifty) years.**

30. Contractor shall ensure of providing ESI cards to all the workmen within three months of commencement work under this contract to enable them to avail of the entitled medical facilities.
31. In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation/ legal or any other liability solely rests with the service provider.
32. Technical Bids received without EMD/Insufficient EMD and after due date for receipt of tenders shall not be considered and liable for rejection. Incomplete tenders shall also be liable for rejection.
33. Tender Evaluation: The L-1 party will be decided on the basis of total service charges quoted in Financial Bid. In case more than one party has quoted the same rate, a lottery system will be followed.
34. The minimum wages as per the notifications issued by the Government of India from time to time shall be applicable.
35. Canvassing, in any form is prohibited and the tenders submitted by the Contractor who resort to canvassing is liable for rejection.
36. **ARBITRATION:** In event of any question, dispute/difference arising under this contract/agreement the same shall be referred to sole arbitrator, the Vice-Chancellor of CUH or his nominee. The award of the arbitrator appointed by Vice-Chancellor shall be final and binding on both the parties. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
37. Settlements of disputes, if any, with regard to providing services and interpretation of any clause in this agreement, the Courts at Mahendergarh/Narnaul shall have the Jurisdiction.
38. The rates in Financial Bid shall be quoted in Indian Rupees, both in figures and words. In case of discrepancy in the two, price quoted in words will be taken as valid.
39. The service charges quoted by bidders in Financial Bid shall be firm and fixed throughout the coverage of the contract.
40. Service charges per month per person shall be submitted by the Contractor in the prescribed given format.

ANNEXURE – I

TECHNICAL BID

PART-A

Sr. No.	Particulars	Required Information	Page No.
1.	Name of the Tendering Manpower Company/ Firm/ Agency/Contractor (attach self-attested copy of certificate of registration)		
2.	Name of the Director of Company/Active Partner of Firm/Authorized Agent/ Proprietor with Telephone Number Landline & Mobile		
3.	Full Address of Registered Office		
	Telephone Number		
	Fax Number		
	E-Mail Address		
4.	Full Address of Operating/Branch Office at Delhi/ Haryana with Telephone Number, Fax Number, E-Mail Address		
5.	Name of the representative authorized to sign tender document including Financial Bid (if any) (attach original authorization letter)		
6	Banker of the Company / Firm / Agency / Contractor with full Address (attach self-attested copy of latest bank statement)		
7.	PAN / GIR No. (attach self-attested copy)		
8.	G.S.T. Registration No. (attach self-attested copy)		
9.	EPF Registration No. (attach self-attested copy)		

10.	ESI Registration No. (attach self-attested copy)		
11.	Annual Turnover of the Manpower Firm/Agency/ Company as evident from the IT Returns. (Should not be less than Rs. 1 Crore in each financial Year) (copies of the accounts certified by CA to be enclosed)	<u>2017-18:</u> Rs. <u>2018-19:</u> Rs. <u>2019-20</u> Rs.	
12.	Number of organization where similar manpower contract has been undertaken from the year 2016 onwards.		
13.	Whether the firm has defaulted from payment to Govt. / Workers dues at any point of time or Black Listed by a Govt. Department/ PSU, etc.		
14.	Have Proof of timely payments of statutory dues like ESIC/ EPF/ Service Tax to the concerned Govt. Agencies. (Yes or No) (Attach self-attested copies of challans)		
15.	Details of payment of Tender Fee of Rs. 2000/- +GST as applicable		
16.	Details of Payment of Earnest Money Deposit (Rs. _____/-)		
17.	An Affidavit duly certified by Notary (i) that the sole proprietor or the partners of the firm / company is / are not involved in any Police Case and have never been punished by any Court of Law and (ii) that the sole proprietor or the partners of the Firm / company has never been black listed or changed the name of the firm. (Attached or not Attached)		
18.	Copy of Tender Document attached with each page signed by the authorized representative and stamped (Yes or No)		

19.	Certificate to the effect that satisfactory work performance from present clients. (not more than three months old)		
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PART-B

Details of other Organisations where Similar Contracts were undertaken during last 03 Years

Sr. No.	Name and address of the organization	Validity of Agreement (From _____ To _____)	No. of workers deployed	Whether Govt./ Semi Govt./ Autonomous Body/ PSU/ other (Please specify)	Reason for termination (if currently not valid)
1.					
2.					
3.					

Note: Copies of job orders and particulars of contact officer in the concerned Govt. Department / PSU are attached and may be used for the purpose of verification.

The information furnished in the Technical Bid is true, complete and correct to the best of my knowledge and belief, I undertake that in the event of any information being found fake or false at any stage, my tender shall be liable to be cancelled / terminated without any notice or compensation in lieu thereof.

I _____, Director of Company / Active Partner of Firm / Authorized Representative / Proprietor of _____ have read / fully understood and accept the terms and conditions as contained in the Tender Document issued by the Central University of Haryana, Jant-Pali, Mahendergarh, Haryana.

(Signature of Authorized person)

Date: _____

Place: _____

Name:

Designation:

Office Address:

Phone (Office):

Seal of the Company/ Firm/ Agency/Contractor

ANNEXURE – II
FINANCIAL/ PRICE BID

The Registrar
Central University of Haryana
Jant-Pali, Mahendergarh, Haryana

Dear Sir/Madam,

Ref: Tender for Selection of Manpower Services Provider for Central University of Haryana

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Manpower Services Provider.

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender and the agreement to be entered with CUH.

If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a scheduled commercial bank in India as acceptable to CUH.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with CUH for provision of Manpower services.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the CUH are true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead CUH as to any material fact. we understand that if any point of time it is noticed/discovered by CUH that as information given by us is false or incorrect or misleading, CUH shall have the right to take such necessary action as it may deem fit including cancellation of contract.

SELF-DECLARATION – NO BLACKLISTING

The Registrar
Central University of Haryana
Jant-Pali, Mahendergarh, Haryana

Dear Sir/Madam,

Ref: Tender for Selection of Manpower Services Provider for Central University of Haryana

In response to the Tender Document for Selection of Manpower Services Provider for CUH, I/ We hereby declare that presently our Company/Firm_____is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm_____is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Thanking you,

Yours faithfully,

Place:

Signatures_____

Date:

Name_____

Seal of the Organization_____

