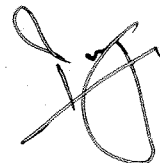


CENTRAL UNIVERSITY OF PUNJAB, BATHINDA

NOTICE INVITING E-TENDER ON GEM

(Two bid System – QCBS system)

Central University of Punjab, Bathinda, requires the services of a reputed, well established and financially sound Company / Firm / Agency for providing manpower on outsourced basis to Central University of Punjab.



CRITICAL DATE SHEET

| | |
|--|---|
| Title of the Tender | Tender document for providing manpower on outsourced basis to Central University of Punjab |
| NIT No.: | CUPB/Estate/23-24/ |
| Date of Issue/Publication of tender Notice | |
| Last Date and Time for Uploading of Bids | |
| Technical Bid Opening Date | |
| Financial Bid Opening Date | To be informed to the technically qualified bidders later. |
| Tender Fee | nil |
| Estimated Cost | As per GeM |
| Earnest Money Deposit | 2% of the Estimated Cost put to tender |
| Contract Duration | Initially for Two year (Extendable for next two years on satisfactory performance to be reviewed and assessed at the end of two year) |

SCOPE OF WORK:

1. Scope of Work: -

The Agency shall provide supply of manpower Services at Central University of Punjab by deploying adequately trained (technical and non-technical) and well-disciplined Job executor having fair command over Punjabi, Hindi & English in respect of various posts, as mentioned in financial bid. Brief description of the scope of work, job responsibility, qualification and experience are as per eligibility prescribed in Recruitment Rules of Central University of Punjab and can be viewed in its website.

The Job executor provided by the Agency will not claim to become the employees of Central University of Punjab and there will be no Employee and Employer relationship between the Job executor engaged by the Agency and Central University of Punjab.

The Agency shall ensure that the engaged Job executor, as per the description, not only performs within its requisite scope of work but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the students, employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible to any illegal action by the deployed job executor.

The category wise manpower required are as under:

| S. No. | Designation | Category | No. of manpower |
|--------|--|----------------|--------------------|
| 1. | Staff Nurse | Highly Skilled | 104 (Tentative) |
| 2. | Supervisor | High-Skilled | |
| 3. | Office Attendant cum Data Entry Operator | Skilled | |
| 4. | Driver | Skilled | |
| 5. | Electrician | Skilled | |
| 6. | Sub Station Attendant | Skilled | |
| 7. | Carpenter | Skilled | |
| 8. | Mason | Skilled | |
| 9. | Pump Operator | Skilled | |
| 10. | Lab Tech | Skilled | |
| 11. | Lab Assistant | Skilled | |



| | | | |
|-----|-------------------|--------------|--|
| 12. | Maali | Skilled | |
| 13. | Store Keeper | Skilled | |
| 14. | G. D. Helper | Skilled | |
| 15. | Lab Attendant | Semi-Skilled | |
| 16. | Library Attendant | Semi-Skilled | |
| 17. | Hostel Attendant | Semi-Skilled | |
| 18. | Helper (Elec.) | Semi-Skilled | |
| 19. | Bus Helper | Semi-Skilled | |
| 20. | Sewerman | Semi-Skilled | |
| 21. | Attendant | Semi-Skilled | |
| 22. | Safai Sewak | Un-skilled | |
| 23. | Helper/Beldar | Un-Skilled | |
| 24. | Ground Man | Un-Skilled | |

The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the initial period of contract also.

Number of posts are tentative. Actual number of posts operative will be informed by the University. It may increase or decrease up to 50% as per University requirement. The Central University of Punjab reserves the right to relax/amend/change any of the above parameters i.e. posts/number of posts scope of work etc.

The Data Entry Operator will have to perform joint duties of Data Entry Operators and Office Attendant also.

Information and Conditions relating to Submission of Bids

1. The Work shall be executed as per the scope of work defined in this document.
2. The duration of the contract shall be for a period of two years. Further extendable for two years, depending upon the bidder performance at Central University of Punjab, Bathinda during initial two years.
3. Central University of Punjab reserves the rights to accept/reject any bid in full or in part without assigning any reason thereof. Any bid containing incorrect and incomplete




information shall be liable for rejection.

4. Only those financial bids will be opened whose technical bids are found eligible.
5. All the information and updates regarding this tender will be available online portal and no separate information shall be given to individual bidders.
6. The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description / quality.
7. The University reserves the right to cancel the bidding process at any point of time prior to the award of contract.
8. The bidder whose bid is accepted will be notified of the award of contract by the University prior to expiration of the bid validity period. The tender document shall be the part of work order.

Earnest Money Deposit (EMD)

1. This Technical Bid should be accompanied by an Earnest Money Deposit equal to 2% (two percent) of the Estimated Cost put to tender in the form of Demand Draft in favour of **Registrar, Central University of Punjab and payable at Bathinda**. No interest shall be given on EMD deposited by any bidder. The copy Demand Draft shall be uploaded on GeM and Demand Draft in original shall be deposited in the office of Registrar within 7 days from the last date of bid submission.
2. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from submission of EMD (Bid Security). Bidders claiming exemption of EMD are however required to submit a valid EMD exemption certificate i.e. MSME / NSIC Registration Certificate and duly signed "**Bid Securing Declaration**" on their Letter Head.
3. The exemption and relaxation in EMD is subject to the validity & acceptance of bidder's registration certificate on the date of opening of technical bids.
4. Request for transfer of any previous deposit of EMD or Performance Security Deposit or adjustment against any pending bill held by the University in respect of any previous work shall not be entertained.
5. Bidders shall not be permitted to withdraw their offer or modify the terms & conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or withdraw/back out after quoting the rates, the EMD shall be forfeited.



6. The bids without Earnest Money Deposit (EMD) / MSME / NSIC Registration Certificate shall be summarily rejected.
7. No claim what so ever shall lie against the University in respect of erosion in the value or interest on the amount of Earnest Money Deposit.

Forfeiture of Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD) of the bidder is liable to be forfeited in the following conditions:-

- a) If the bidder withdraws his bid during the period of bid validity specified by the bidder;
or
- b) In case of successful bidder, if the bidder: -
 - (i) Fails to sign the contract in accordance with the terms and conditions of the tender document.
 - (ii) Fails to furnish required Performance Security Deposit in accordance with the terms and conditions of tender document within the time frame specified by the University.
 - (iii) Fails or refuses to honour his own quoted prices for the services or part thereof.
- (c) If at any stage, it came to notice that the bidder is blacklisted / debarred by any of Central / State Govt. Agencies / Autonomous Bodies including Universities / IITs / IIMs / Govt. Organizations / Educational Institutes / Hospitals / Local Bodies / Municipalities / PSU / Public Sector Banks / Public Limited Company etc. despite giving undertaking regarding non-blacklisting.

Refund of Earnest Money Deposit (EMD)

1. The Earnest Money Deposit of the unsuccessful bidders in the **Technical Bid evaluation stage** shall be returned without any interest after declaration of result of the Technical Bid.
2. In case of successful bidder i.e. L-1, EMD, if submitted, shall be returned on the submission of the Performance Security Deposit described at Clause of this tender document. It may be also converted into Performance Security Deposit on the request of successful bidder.
3. The Earnest Money Deposit of the unsuccessful bidders in the **Financial Bid evaluation stage** shall be returned without any interest after declaration of the L-1.

Performance Security Deposit: -

1. Successful bidder/firm should submit performance security deposit in form of Demand Draft of an amount equal to 5% of the total contract amount (of 2 years) as prescribed in favor of "The Registrar, Central University of Punjab" before the date of commencement of services or 10 days from the date of acceptance of the letter of award, whichever is earlier.
2. The Performance Security Guarantee should be established in favor of "The Registrar, Central University of Punjab" through any Schedule Bank and should be valid for a period of contract plus sixty (60 days).
3. Extension of time for submission of Demand Draft beyond 10 days and up to 30 days before the date of commencement of services or from the date of acceptance of letter of award, whichever is earlier may be given by the competent authority however a penal interest of 15% per annum shall be charged for the delay beyond 10 days. In case the successful bidder fails to submit the requisite Performance Security Guarantee even after 30 days the contract shall be terminated and EMD deposited against the contract shall be forfeited. The failed contractor shall be debarred for 1 year from participating in tenders of the University.
4. The performance Security amount shall be released after 60 days of completion of contract / work order.
5. The bids shall be valid for a period of 180 days from the date of opening of the technical and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder(s) shall be entertained.
6. Central University of Punjab reserves the right to accept or reject any or all bids without assigning any reasons. Central University of Punjab also reserves the right to reject any bid which in his opinion is non- responsive/not- viable or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process. Canvassing in any form is strictly prohibited and the tenderers who are found of canvassing in any form are liable to have their tenders rejected out-rightly.

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7. The tenderer will be bound by the details furnished by it to this University, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract and forfeiture of the EMD and performance Security.

Cost of Bid: -

1. The bidder shall bear all costs associated with the preparation, methodology study and submission of his bid and the University in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

Visit to University: -

1. The bidder is required to provide Manpower services to University as per scope of work and is advised to visit and acquaint themselves with the operational system. The costs of such visit and survey shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the work site and is aware of the operational conditions prior to the submission of the tender documents.
2. The bidder is expected to examine all instructions, Forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.
4. The bidder shall furnish an index of all documents enclosed with the bid and shall check the pages of all documents against page number given in index.
5. Except for any such written clarification by Central University of Punjab which is expressly stated to be an addendum to the tender document issued by Central University of Punjab no written or oral communication, presentation or explanation by any other employee of the department shall be taken to bind or fetter Central University of Punjab under the contract.



Language: -

1. Bids and all accompanying documents shall be in English or in Hindi. In case any accompanying document is in other language, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

Format and signing of bid:-

1. The bidder shall submit one copy of the tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
2. The documents comprising the bid shall be typed and printed in indelible ink and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or correction have been made, shall be signed by the person or persons signing the bid.

Statutory Compliance: -

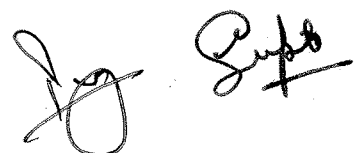
1. The Contractor shall also provide all statutory benefits at its own cost or otherwise to its employees and the Client shall not have any liability whatsoever on this account.
2. All personnel deployed under this contract by the Agency shall be employees of Agency. The University shall not have any liability/responsibility to absorb the persons deployed 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 deployed by the agency in the premises of the University in any manner.
3. Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person. Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.



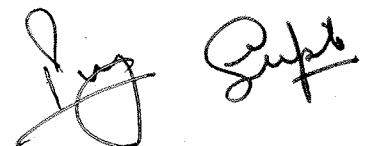
4. In case of any loss to CUPB during the contract period on account of dishonesty, theft, connivance, negligence etc. of the staff deployed by the contractor or in any way attributable to the contractor, then the same shall be made good by the contractor on the basis of conclusion of joint investigation 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, CUPB whose decision on the basis of investigation conducted would be final. However, if deemed necessary, the Vice Chancellor, CUPB may require such further enquiry to be made as deemed necessary and take decision thereafter after affording opportunity of hearing to CUPB / Contractor.
5. The University shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
6. The contractor shall disburse salary to its deployed outsourced manpower staff inclusive of DA, if any latest by 07th of every month, failing which penalty of Rs. 1000/- per day will be imposed up to 15th of the month and the contract shall liable to be terminated. Security Deposit/ Performance Guarantee shall be forfeited and Bank guarantee will be in cashed. The Client will have the power to appoint any other agency for the Manpower services at the risk and cost of the Contractor.
7. Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
8. Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
9. 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.



10. Contractor should at all times indemnify client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948; employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; or any modification thereof or any other law relating thereto and rules made hereunder from time to time Client will not own any responsibility in this regard.
11. The responsibility for implementing the instructions / guidelines for working on National holidays and Sundays or weekly rest and to ensure compliance of the law would lie with the contractor.
12. 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.
13. 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.
14. 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.
15. All outsource employees shall sign a Service Contract with the agency. Copy of which shall be submitted to the University.
16. Successful bidder shall have to enter into a contract with The Registrar, Central University of Punjab on non-judicial stamp paper of appropriate value. This contract is a commercial agreement and not one creating any employment or any rights of the workplace provided under invitation to offer service through outsourcing.

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17. The contractor shall be responsible for compliance of various statutory obligations as stipulated in Minimum Wages Act 1948, Employers' Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Employees' Compensation Act 1923 and other labour laws enacted from time to time and as applicable.
18. According to Section 32 of the payment of Bonus Act 1965, the University is exempted from the payment of bonus. So, if contractor wishes to pay bonus to its employees then the same will not be reimbursed by the University.
19. The contractor shall be responsible for paying minimum wages notified by o/o the Chief Labour Commissioner (C), Ministry of Labour & Empowerment, Government of India and as revised from time to time.
20. The contractor shall get the Labour License from the ALC, Jalandhar issued within 15 days from the commencement of the work for the work at the University.
21. The contractor shall get the sub-code for EPF and ESI from the regional EPF and ESI authorities at Bathinda.
22. The contractor shall be responsible for timely deposit of EPF and ESI contribution to the respective accounts of the security manpower deployed at the University. The University shall have reimbursed on actual basis as verified from the ECRs of EPF and ESI provided by the contractor.
23. The contractor is required to submit a separate ECRs of EPF and ESIC compliances for the manpower deployed at the University.
24. The contractor will not force the employees to change their Bank Account, EPF UAN Numbers and IP numbers of ESIC.
25. The contractor must employ adult labour only. Employment of child labour will lead to the termination of the contract including other punitive actions as deemed fit.
26. The contract is subject to the condition that the contractor will comply with all the laws and acts of Central and State Government relating to this contract made applicable from time to time.
27. The contractor shall make the payment of wages to the manpower deployed at the University on or before 7th of each month through electronic transfer only.
28. The contractor shall issue pay slips to all the personnel every month.
29. The University shall not be liable to pay any amount other than that settled in the contract.



30. The contractor shall be solely responsible and liable for its manpower under the provisions of Contract Labour (R & A) Act, 1970 and other labour and services laws.

MINIMUM ELIGIBILITY CRITERIA TO QUALIFY FOR QCBS EVALUATION

The Bidder need to fulfil the following minimum eligibility criteria: -

1. The Bidder may be a proprietorship firm, Partnership firm, Company registered under Indian Companies Act.
2. The annual average turnover for last three financial years (2019-20, 2020-21, 2021-22) should not be less than 50 % of the estimated cost. The firm should also attach CA certificate.
3. The bidder must not have incurred loss in any of the last three financial years.
4. The Bidder should have at least 03 years' experience of providing similar manpower services to Central/State Govt. /PSUs/Autonomous bodies including higher educational institution/ central research organization/Hospital/Universities during last three years' financial years. **AND**

The bidder should have completed similar works as per following criteria:

- (i) One similar work of value not less than 80% of bid value Or
 - (ii) Two similar works each of value not less than 50 % of bid value Or
 - (iii) Three similar works each of value not less than 40 % of bid value
5. The bidder should be licensed as a Service Provider under the Contract Labour (Regulation & Abolition) Act, 1970 for any Manpower contract. Documentary evidence in respect of above should be submitted along with the bid.
 6. Bidder must not have been debarred/ blacklisted currently or on any previous occasion by any of the Central/State Departments /Institutions/Local Bodies/Municipalities/ PSU/Public Sector Banks/Public Limited Company/ Universities/Educational Institutions/Autonomous bodies/Hospitals. An affidavit on Rs. 100/- Non Judicial stamp paper duly notarized shall be enclosed with the technical bid to that effect.
 7. The bidder should be registered with the following Government Bodies/Institutions and should have Pan Card, EPFO, ESI and GST Registration Certificate, ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007




Quality cum Cost Based Selection criteria of Technical Proposal (Through - QCBS Methodology)

1. A two-stage procedure shall be adopted for evaluation of the proposals. The selection will be done using Quality cum Cost Based Selection (QCBS) process. 30% weightage would be given to the Technical evaluation and 70% weightage would be given to the financial bid.
2. Central University, Bathinda is intended to award the entire contract under the tender to only one successful bidder.
3. The bidders shall be evaluated based on overall score using the Quality and Cost Based Selection (QCBS) method, wherein the total score shall consist of evaluation of technical and financial bids. Contract shall be awarded to the bidder getting the highest total score as per QCBS matrix.
4. Technical evaluation will be done by a Committee constituted by Central University of Punjab, Bathinda.
5. The bid of any bidder who does not meet the eligibility criteria and/or has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected at the sole discretion of the Central University of Punjab, Bathinda. Technical evaluation of only eligible bids shall be carried out.
6. The financial bid of only those bidders shall be opened who have been found to be technically eligible as per QCBS Matrix. The financial bids shall be opened with prior intimation to technically qualified bidders through GeM.
7. The price bids of only those firm/agencies who qualify technically will be opened. The proposal with the lowest cost bid will be given a financial score of 100 and the other proposals will be given financial score that are inversely proportionate to their cost bids.

8. Technical Evaluation: -

- A. For technical evaluation of only such bidder will be done who would be found qualified under evaluation in respect of terms and conditions of the tender.
- B. In technical evaluation matrix as given above will have maximum marks 100.
- C. Technical evaluation will have a weightage of 30%.
- D. Technical evaluation will be done only on the basis of supporting documentary evidence submitted along with technical bid. In case, there is no supporting documentary evidence for some of the point in the bid, zero marks will be given for such points.

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- E. The evaluation will be as per formula given below and will be shortlisted for price bid opening.
- F. Formula: Evaluated technical score will be based on the actual marks (out of a maximum of 100). i.e. $\{[\text{Actual Marks obtained by the bidder} / \text{maximum marks (100)}] \times 30\}$

9. Financial Evaluation: -

- A. Financial evaluation will have a weightage of 70%.
- B. Formula for Financial Evaluation will be $\{(L1 \text{ quote}/\text{Bidder's quote}) \times 70\}$.
- C. A bidder ascertained as L1 as per the quoted price and evaluated total financial implications in the tender will get full marks in financial evaluation.
- D. Other bidders will get proportionate marks in financial evaluation e.g. a bidder ascertained as L1 as per the quoted price and evaluated total financial implications for the tender say ₹ 100 will get maximum marks as 70. For another bidder this figure is ₹ 200 so according to formula, it will get $[(100/200) \times 70] = 35$.

10. Final Evaluation and award of Contract: -

- A. Final evaluation will be on the basis of highest marks obtained after summing up evaluated technical score and evaluated financial score.
- B. The bidder obtaining highest marks in final evaluation will be eligible for the award of the work.
- C. In case of tie in the highest evaluated score among the bidders, the bidder having highest turnover will be awarded the work.

Note: Bidders are required to submit the required supporting documents sought in the QCBS matrix for evaluation under QCBS criteria.

QUALITY CUM COST BASED SELECTON (QCBS) SCORING CRITERIA:

| Sl. No. | Technical Scoring Criteria | Documents to be Provided | Parameter | Marks |
|---------|--|--|---------------------------------|-----------|
| 1. | The Bidder should be a registered under Company Act 1956 or Society Act, 1860 or Partnership Act, 1956 or a firm should be Proprietor ship firm. | Certificate of Registration / Incorporation etc. must be uploaded. | Company | 10 |
| | | | Society | 08 |
| | | | Partnership/ Proprietorship | 06 |
| | | | Maximum | 10 |
| 2. | Cumulative Value of the top 3 Manpower outsourcing services contracts executed in the last five years (valid from 1st Apr 2018 to | For Experience, only completed contracts and contracts that are | 5 Cr. Cumulative value to 6 Cr. | 3 |
| | | | 6 Cr. Cumulative value to 7 Cr. | 5 |
| | | | 7 Cr. Cumulative value to 8 Cr. | 7 |

| | | | | |
|----|--|--|---|-----------|
| | 31st March 2023 with minimum duration of each contract being not less than one year) in any Government Departments/ Government Institutions / Public Sector Undertakings / Public Sector Banks /Public Ltd. Companies/ Government Educational Institutions /Government Colleges/ Autonomous Institutions | running for one year or more as on 31-03-2023) Copy of work order and Performance Certificates with Extension letters without any break showing a minimum period of one-year service. | 8 Cr. Cumulative value to 9 Cr. | 10 |
| | | | 9 Cr. Cumulative value to 10 Cr. | 15 |
| | | | More than 10 Cr. Cumulative value | 20 |
| 3. | The Bidder should have running/completed contract of 100 manpower outsourcing services in last five years (valid from 1st Apr 2018 to 31st March 2023) in any Government Departments/ Government Institutions / Public Sector Undertakings / Public Sector Banks /Public Ltd. Companies/ Government Educational Institutions /Government Colleges/ Autonomous Institutions | Copy of work order and Performance Certificates with Extension letters without any break showing a minimum period of one-year service. | for 1 contract | 05 |
| | | | 01 marks for every additional contract (Maximum 10) | 10 |
| | | | Maximum Marks | 15 |
| 4. | At least 500 average number of manpower on its payroll as on date of tender publication | Upload the latest EPF paid challans for last 3 months | Up to 500 Manpower | 05 |
| | | | 01 Mark for every additional 500 Manpower (Maximum 10 marks) | 10 |
| | | | Maximum Marks | 15 |
| 5. | Average Annual Turn Over of the bidder for preceding three financial years (2019-20, 2020-21, 2021-22) based on its audited financial statement. | Upload Turnover certificate duly certified by CA. | 05 marks for turnover as per eligibility criteria | 05 |
| | | | 1 marks for additional 10 Crore Turnover (Maximum 20 marks) | 15 |
| | | | Maximum Marks | 20 |
| 6. | 0-20 Marks will be awarded based on the quality of presentation and the availability of the systems for online transactions and Online MIS, record keeping, Biometric attendance etc. | | | 20 |

Note:-

- A. The bidder should score minimum 70% marks, out of 80 marks in first 5 points for qualifying for presentation round.
- B. The bidders qualifying as above (A), will only be called for presentation.
- C. Bidder qualifying with 60% Marks in technical evaluation shall be eligible for financial bid opening and further evaluation.

- D. Completed work shall mean the work under the contract where services of at least one year is completed satisfactorily, even in ongoing works.
- E. Similar work will mean the agency should have experience in providing manpower services.

Financial Term and Conditions

1. The rate is to be quoted in percentage.
2. The Financial bid shall be submitted thorough online portal only, if any bidder submits his financial bid in offline mode, the bid of the firm shall be rejected.
3. Service Charges of the bidder quoted in percentage shall be inclusive of charges of one work Manager to review the manpower, submit the progress reports, verify daily attendance, submit the bills and other works as per directions of Officer-in-Charge.
4. No request for making advance payment on any ground shall be entertained.
5. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms and conditions of this contract.
6. The Central University of Punjab will not be liable to pay any amount other than settled in the contract.
7. Additional work/manpower, if any required, will have to be done/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 form the local market as per local market rates, at the cost of the agency.
8. There would be no increase in rates payable to the Agency during the Contract period.
9. All statutory applicable laws shall be incorporated in the agency's bill as per Government of India Instruction from time to time.
10. The Staff deployed by the agency will always carry/wear identity cards with them for verification while working on the Campus. The cost I-cards shall be borne by the agency failing which suitable action including fine will be imposed on the defaulter.
11. Payment shall be made only to the contractor on monthly basis as per actual services. The contractor will have to enclose the following documents with the invoice: -
 - (i) Copies of deposit challans (ECR) of EPF and ESI for the bill month.



- (ii) The contractor shall ensure that the amount of GST being claimed has been deposited the Government against University's GSTIN. The University shall reimburse the GST only after reflection of the amount in GSTR-2A report of the University's GSTIN.
 - (iii) Bank statement showing debits from contractor's bank towards payment of wages to it employees deployed at the University.
 - (iv) Invoice (i.e. Tax invoice as per GST rules clearly indicating GST registration number, rate and amount of Tax shown separately).
12. The University may take upto 30 working days for processing of the payment after receipt of the acceptable invoice.
 13. The currency in which payments shall be made to the contractor under this Contract shall be Indian Rupees (INR) only.
 14. All payments to the contractor shall be made through electronic transfer only.
 15. TDS and other taxes as applicable shall be deducted from the contractor's monthly bills as per Government Instruction from time to time.
 16. No claim for interest will be entertained by the University in respect of any payment which will be withheld due to dispute between the University and Contractor or due to Administrative delay for the reasons beyond the control of the University.
 17. The University reserves the right to recover amount paid in excess during the contract, if any found paid excess.

Other Terms and Conditions

1. The Work shall be executed as per the scope of work defined in this document.
2. The duration of the contract shall be for a period of two (02) years further extendable to another two years, depending upon the performance at Central University of Punjab.
3. The period of the contract may be extended for mutually agreed period after the successful / satisfactory completion of initial contract & based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /Agency or otherwise at the discretion of the Central University of Punjab, Bathinda.
4. The staff engaged by the service provider shall be available at all the time as per their duty roster and shall provide a copy of the same to the Manpower Officer and Nodal Officer



of the concerned area and they shall not leave their place of duty during duty hours on any pretext without the prior permission of the Nodal Officer / authorized officer at the respective area of the "Central University of Punjab, Bathinda". The supervision must be provided to ensure correct performance of the said Manpower services in accordance with the prevailing assignment / instructions agreed upon between the two parties.

5. ESI cards shall be issued to all the Job Executors within 90 days of starting the services by a person, failing which the penalty upto Rs. 5000/ per month shall be levied on the contractor.
6. (a) The service provide shall comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970, EPF, ESI, & workmen compensation etc. with regard to the personnel engaged by him for Manpower Services.

(b) The service provider shall issue EPF pass book & ESI Card within 90 days of the award of work to every worker and shall supply the Code Number allotted by the local ESI/EPF authorities. In case of violation a penalty upto Rs.1000/- per week shall be imposed. The service provider shall also submit regular EPF numbers of its employees before the submission of first bill for reimbursement.

(c) The service provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The service provider shall submit copies of acknowledgements evidencing filling of returns every years and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the service provider in respect thereof, which may arise.
7. The service provider shall be liable and responsible to provide all applicable benefits viz. Provident Fund, ESI, etc. to the staff engaged by him together with all related legal compliance.
8. Any other benefit that may accrue by Ministry of Labour and Employment or any other law enacted by the Govt. of India and accepted by the Government of Punjab to the worker shall be paid by the service provider.
9. Central University of Punjab reserves the right to change the Manpower personnel who



is considered to be undesirable or who are not fulfilling the condition as per the eligibility specified in the tender document.

10. Central University of Punjab will communicate the changes in the number of Manpower to the service provider whenever required and the service provider will appoint the Manpower personals as per the eligibility specified in the tender document.
11. The antecedents of staff deployed shall be got verified by the service provider from local police authority and an undertaking in this regard be submitted to the Central University of Punjab, Bathinda.
12. The service provider will maintain a register on which day to day deployment of personnel will be entered. The service provider shall deploy one Facility Manager at its own cost to record the daily attendance, review the manpower, submit the progress reports, submit the bills, EPF & ESI liasoning and other works as per directions of Officer-in-Charge of the Central University of Punjab, Bathinda. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be certified by the authorized officials.
13. Service provider and its staff shall take proper and reasonable precautions to prevent any loss, destruction, waste or misuse of the areas for which the responsibility has been given to them by the Central University of Punjab and shall not knowingly lend to any person or company any of the effects of the Central University of Punjab under its control.
14. The Manpower staff engaged by the service provider shall under no circumstances accept any gratitude or reward in any shape that can be termed bribe / tips.
15. The personnel engaged have to be polite, courteous, disciplined and firm in dealing with staff & public. In case of failure to maintain such standard the Central University of Punjab has a right to remove the personnel and take punitive action against the service provider. The service provider shall have to arrange suitable replacement in all such cases.
16. 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.



17. The staff to be deployed by the Agency should be physically and mentally fit (Medical fitness certificate will be submitted at the time of joining as well as whenever asked for by the authorities) for performing manual duties.
18. The Facility Manager 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.
19. 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.
20. 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.
21. 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.
22. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of discipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any manner detrimental or prejudicial to the interest of the University. The decision of the officer –In-charge upon any matter arising under the clause shall be final and binding on the agency.
23. The decision of the University in regard to interpretation of the Terms & Conditions and the agreement shall be final and binding on the Agency.
24. The Officer-in-Charge 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.
25. In case of any change of constitution of the Agency, the rights of the University in any way should not suffer.

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26. In case the workers engaged by the Agency have any grievances, they shall take it up with the Agency without creating any disturbance on the campus. Under no circumstances agitation means are to be resorted to by workers of the Agency, on the premises of the University. On the expiry of the contract the Agency shall undertake to leave the premises in peace with all the workers without creating any disturbance. The agency shall be solely responsible if the workers engaged by it misbehave or create problems.

Penal Provisions:

- a) In case the service provider fails to commence the work as stipulated in the agreement, the Central University of Punjab reserves the right to impose and recover penalty as detailed below: -
 - i. 1% (one percent) of cost of order/agreement per week up to four weeks delays in commencement of the work with maximum up to 5% of cost of order.
 - ii. After four weeks delay, the Central University of Punjab may cancel the agreement and get this job carried out preferably from any other agency from the open market/other bidder and he shall also be black listed for a period of four years from participating in such types of tenders and his Manpower deposit shall also be forfeited, if so warranted.
- b) In case any contractor's personnel(s) deployed under the contract is (are) absent, suitable replacement has to be provided immediately on receipt of request information from the University, otherwise, a penalty of Rs 500/- per person absent on that particular day shall be deducted by the Central University of Punjab from the service provider's bills which can be further deducted from the payment of absentee.
- c) In case any of service provider's personnel deployed under the contract fails to report in time and service provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned above shall be imposed.
- d) In case any public complaint is received attributable to misconduct / misbehavior/ drunken state of service provider's personnel and as verified by the competent authority, a penalty of Rs 500/- for each such incident shall be levied and the same shall be deducted from service provider's bill. Further, the concerned guilty person shall be withdrawn by the service provider beside legal action as required under relevant rules / acts be also initiated against the guilty persons by the service provider.
- (e) There shall be eight hours shift duty in general or rotation basis round the clock in three

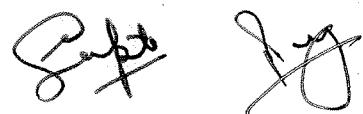


shifts. The timings of the shift are changeable with prior approval of the Administration, Central University of Punjab, Bathinda.

- (f) Notwithstanding anything contained under this contract, the University reserves the right to take immediate corrective action in case of serious / repeated continuous breach of any term of contract by the service provider in addition to imposing any penalty including termination of its services on immediate notice at the risk and cost of the service provider. The University may exercise this right as per its sole discretion if the situation demands after giving an opportunity of being heard to the service provider.
- e) In case of any delay in payment to the Manpower staff and arbitrary deductions from their emoluments, the penalty, as under may be imposed upon the service provider.
- 1st instance – 5% of service charge
 - 2nd instance – 20% of service charges
 - 3rd instance – 50% of service charges
 - 4th instance and onwards – Termination of contract on immediate notice.
- Nonpayment with penalty will entail forfeiture of security deposit/PBG.

Procedure for release of payment.

1. The service provider shall pay monthly wages to its workers/workmen latest by 7th day of the following month. A monthly pay slip containing complete breakups for all statutory and other permissible deductions has to be provided to all workmen by the service provider.
2. The service provider shall submit the bill to the Officer-in-Charge for re-imburement by 15th day of following month to the respective month. The bill has to be accompanied by exact data on personnel deployed and other deployments which have to be certified by Officer-in-Charge of Central University of Punjab on a daily basis. The service provider shall disburse the wages to its staff deployed in the University every month through bank transfer. The service provider shall ensure that all staff deployed has valid bank account and the same is to be communicated to the office. The service provider has to submit the proof of salary transfer, ESI & EPF contributions etc. with the monthly bill.
3. After 2nd month the claim for re-imburement of bill must be supported by proof of service provider having deposited EPF contribution, ESI and GST relevant to the proceedings of the workers deployed by the service provided together with details of such workers in the Proforma prescribed under EPF/ESI Scheme 1952 & EPF/ESI and miscellaneous Provisions



Act 1952 in respect of whom the remittances have been made. In the absence of the details, the claim for ESI/EPF/GST shall be withheld from the monthly amount payable under this contract till the compliance of the stipulations given herein.

4. The payment will be released after the deduction of any penalty that may be imposed by the Competent Authority as per contract agreement.
5. The Income Tax or any other statutory levy/tax as applicable will be payable by service provider and shall be deducted at source as per law.
6. In the event of default being made in the payment of any money in respect of wages of any person deployed by the service provider for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the "Central University of Punjab, Bathinda" may, failing payment of the said money by the Service Provider, make payment of such claim on behalf of the service provider to the said Labour Authorities and any sums so paid shall be recoverable by the "Central University of Punjab, Bathinda" from the service provider along with 15% (fifteen percent) of such amount as administrative / departmental charges.

Other Terms & Conditions

1. Any liabilities arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all compensation / damage / expenses / fines/ depth of personnel while on duty. The concerned service provider personnel shall attend the court as and when required.
2. If the service provider is a partnership of two or more persons, all such persons shall be jointly and severally liable to the "Central University of Punjab, Bathinda" for the fulfillment of the terms of the contract. Such persons shall authorize one of them through a registered power of attorney with authority to sign on behalf of the partnership shall not be altered without the approval of the "University".
3. The service provider shall do and perform all such Manpower services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Central University of Punjab may issue from time to time and which

have been mutually agreed upon between the two.

4. During the course of contract, if any of service provider's personnel are found to be indulging in corrupt practices or causing any loss to the "Central University of Punjab, Bathinda", the service provider shall terminate the worker from duty immediately and shall also be responsible for any loss to the University.
5. The bidder must be registered with the Labour Department under Contract Labour (R&A) Act 1970 in addition to other statutory applicable registration.
6. The service provider shall not hire personnel with dubious / criminal records and shall submit police verification of each worker to the Engineer –in-charge.
7. Under the terms of their employment agreement with the Service provider, the Manpower staff shall not do any professional or other work for reward or otherwise either directly or indirectly.
8. Central University of Punjab shall not be responsible for providing residential accommodation to any of the personnel of the service provider.
9. Central University of Punjab neither have any intention to have nor recognizes any employee and employer relationship with any of the workers of the service provider. The contract worker is the employee of the service provider and can in no way claim any right for regularization of service with the University.
10. If as a result of "post payment audit" any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, the service provider shall immediately refund the same to the Central University of Punjab on receipt of notice there to or it shall be recovered from the service provider along with costs incurred.
11. The service provider shall provide copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the "Central University of Punjab, Bathinda.
12. The service provider shall ensure the confidentiality of the business process of Central University of Punjab, Bathinda, including Financial, Administrative and any professional patient care or other such matters. These shall not be divulged / leaked / made public to



any party. In such instances punitive damages as desired by the Central University of Punjab, Bathinda, authorities appointed by the Registrar shall be levied. This clause does not imply to matters already in public domain.

13. The Service provider before deployment of personnel should submit the following document to Officer-in-Charge: -

- Curriculum vitae with birth certificate.
- Aadhaar Card.
- Educational certificate.
- Two passport photographs.
- Residency proof.
- Police Verification (as per govt. rule)
- Health Certificate

14. The service provider shall have his own establishment / setup / mechanism, at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

15. Manpower staff engaged by the service provider shall not take part in any labour union and association activities.

16. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, and other engagement conditions as mentioned in this tender document in respect of his workers to be engaged at Central University of Punjab under the scope of this contract. The essential qualification/experience is indicative in nature. However, at the time of engagement these aspects shall be decided as per recruitment rules of Central University of Punjab, Bathinda. Central University of Punjab may ask the Agency to engage any other category of personnel having prescribed qualification & experience at latter date after award of contract. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified from the competent agency as per the law and agency will be responsible for their conduct. The agency will pay the compensation, if any loss is caused by the workers as engaged by him while working at Central University of Punjab the amount of the compensation as decided by the Central University of Punjab will be final and agency will accept the same and Central University of Punjab will extend no financial or any other benefit in this regard.

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17. A senior representative of the Agency shall visit Central University of Punjab at least once-a-month /as and when required and comply the requirement. During the visit, Agency's representative will meet the Engineer-in-charge / officers dealing with the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of above deployed representative will be solely with the agency. The Agency will strictly ensure that any sensitive /confidential nature of information related to the Central University of Punjab is not divulged or disclosed to any person by the personnel deployed by it.
18. The Agency shall provide reasonably good Photo Identity Cards to its personnel deployed at Central University of Punjab at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition.
19. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Central University of Punjab.
20. The University has the right to depute a team for inspecting and verifying the documents and records maintained by the agency at any time.
21. The minimum service charges shall not be less than as per GeM minimum charges.
22. The firm should have submit the experience certificate at end of financial year/ as requested by worker.
23. The Contractor shall cover its personnel under insurance for personal accident and or death whilst performing the duty.
24. The personnel of the contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
25. Loss to life or property or belongings of his staff or anyone person concerned to his business at the premises of University or during conveyance to and from University shall not be the responsibility of the University and any claim whatsoever shall be entertained by the lessee to this effect.
26. The firm will obtain various permissions as and when required as per the local regulations. In case of any offence on the premises, the firm will be solely responsible for its penalty

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and consequences.

27. The staff or any person(s) concerned to the firm shall not make any claim or right for employment in University.
28. The University is a "NO SMOKING ZONE". The contractor should ensure that its employees DO NOT SMOKE while working in the University Campus, they shall also not indulge in drinking alcohol or any other intoxicants. Consumption of *drugs, gutka / khaini / tobacco etc.* They will not play cards or indulge in gambling on campus or any other anti-social activities what so ever.
29. The University 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 firm immediately.
30. The University will not provide any medical facility and residential accommodation to the staff of the firm.
31. The firm will not charge from the manpower any amount in any name such as security, enrolment fee, administration charges, uniform charges etc. at any stage i.e. pre-deployment, post-deployment and during deployment. If any stage exploitation of manpower by charging any amount comes to the notice, the contract shall be terminated after serving notice in this regard and the Performance Security Deposit of the contractor shall be forfeited.

Termination:

The Contract may be terminated by giving one month's notice, in case the agency:

- a) Assigns or sub-contracts any of this service.
- b) Violation/ contravention of any of the terms and condition mentioned herein.
- c) Dose 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 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.

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In case of pre mature termination of the contract due to any of the clauses of Termination under any clause of this section, the security amount shall be forfeited.

Arbitration:

If, at any time, any question dispute or difference of whatsoever nature arise between the University and the bidder/contractor, upon or in relation to or in connection with this contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to sole arbitration of a nominee of the University, who shall give a reasoned/speaking awards. The award of the sole arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act, 1996 and as amended from time to time and of the rules, there under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply and be incorporated in the contract. The sole Arbitrator shall be any officer of the University whose name is approved by the Vice Chancellor. It will not be objectionable if the Sole arbitrator is an officer of the University and he has expressed his views on all or any of the matter in question of dispute or difference.

- a. Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount there of or direct the same to be fixed as between the solicitor and client or as between party and shall direct by whom & to whom and in what manner the same is to be borne and paid.
- b. The work under the contract shall, if reasonable possible continue/during the arbitration proceedings and no payment due or payable by the University shall be withheld on account of such proceedings.

Indemnity Bond

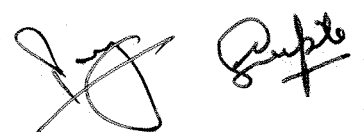
- a) The contractor shall keep the University and all its officials indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the contractor.



- b) During the performance of the contract, if the person(s) of the contractor meet with any accident which results into the death or injuries to the person(s) of the contractor or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of the contractor only. The University will not be responsible in any way.
- c) The contractor shall follow all the regulations/instructions of Government of India and Government of Punjab. The contractor shall have all responsibilities of all the person(s) employed for the performance of the contract.
- d) In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the University by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the University. As a result of the acts of the Contractor, if the University is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the University or the University reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Performance Security Deposit of the Contractor lying with the University.
- e) For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so provided and deployed in the University for Contractual Services. The Contractor shall indemnify the University from all liabilities whatsoever arising out of such deployment at any stage of contract or thereafter.

Force Majeure

- a) Notwithstanding anything contained in the Bid Document, the bidder shall not be liable for forfeiture of security deposit, penalties or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- b) For purposes of this clause "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed, otherwise will not be applicable here. The decision of the University regarding Force Majeure shall be final and binding on the Bidder.

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- c) If a Force Majeure situation arises, the bidder shall promptly notify to the University in writing, of such conditions and the cause thereof immediately but latest within 15 days of occurrence of such event. Unless otherwise directed by the University in writing, the successful bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Language:

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and the University, shall be written in English language only.
- b) Supporting documents and printed writings that are part of the Contract may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English language. Supporting material, which is not translated in English and/or Hindi, will not be considered for evaluation.
- c) For the purpose of evaluation and interpretation of the proposal, the English and/or Hindi language translation shall prevail. The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

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).

Jurisdiction:

In case of any dispute, the jurisdiction shall be the Civil Court at Bathinda only. However, the jurisdiction of the Civil Court shall be invoked only adhering to the arbitration clause, no interest shall be payable by either of the parties for the duration or time period consumed in the proceedings of the court & arbitration proceedings afterwards.

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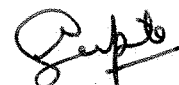
Declaration:

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender 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 terms & conditions of the tender document / contract.
4. I hereby undertake to provide the security services as per the directions given in the tender document/contract.

Place:

Date:

Signature of Bidder/ Authorized Signatory

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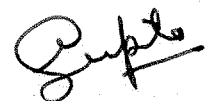
BIDDER'S DETAILS**[On the original letterhead of the Bidder]**

| | | |
|-----|---|--|
| 1. | Names & Address of Regd. Office of Company/Firm/Agency | |
| 2. | Telephone No(s) | |
| 3. | Registration No. of Company/Firm/Agency & Nature of ownership | |
| 4. | Name, Designation, Address and Telephone No. of Authorised Person | |
| 5. | Please specify as to whether Tenderer is Sole Proprietor/ Partnership Firm/Private or Limited Company | |
| 6. | Name, Address and Telephone No. of Directors/Partners (Please attach separate sheet) | |
| 7. | Name, Address and Telephone Nos. of Branch Office of Company/Firm/Agency in State of Punjab or Chandigarh | |
| 8. | Permanent Account Number (PAN) | |
| 9. | EPF Account No. | |
| 10. | ESIC Code No. | |
| 11. | GST No. | |
| 12. | Valid Registration No./License No. under Contract Labour (R&A) Act 1970, for providing security services | |
| 13. | ISO-9001 Certification details | |
| 14. | Details of EMD (if exempted, provide details of Exemption Certificate | |
| 15. | List of Clients with Satisfactory Certificate from at least 03 Clients | |
| 16. | Whether Police / Legal Proceedings in court pending against Proprietor / Firm / Company | |
| 17. | Whether Agency is Blacklisted by any Central / State Govt. / PSU during the last three years | |

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the Company/ Firm shall be blacklisted and shall not have any dealing with the University in future besides forfeiture of EMD. Also, I undertake to abide by the stipulations/conditions of the Tender in full.

(Signature of Authorized Signatory,
Name and Designation with Date and Seal)

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UNDERTAKING REGARDING NEAR RELATIVES

I/We hereby confirm and declare that none of my/our near relative(s) is working / employed currently in the Central University of Punjab, Bathinda.

OR

I/We hereby confirm and declare that my/our following near relative(s) is working / employed currently in the Central University of Punjab, Bathinda:-

| S.No. | Name | Designation |
|-------|------|-------------|
| | | |
| | | |

DECLARATION

In case at any stage, it is found that the information given by me/us is false/ incorrect, the University shall have the absolute right to take any action including rejection of bid / termination of the Contract as deemed fit/without any prior intimation to me.

Authorised Signatory

Name (caps)

Designation.....

Date:



UNDERTAKING REGARDING EPF AND ESIC SUB-CODE

I/We hereby confirm and declare that I/We will get the EPF and ESIC Sub-Code from Regional EPF Office and ESIC Authorities at Bathinda within 15 days from the award of this contract.

Proof of the same shall be submitted to the University. The University reserves the right to take any action, as deemed fit, against our firm/agency for failure on our part in this regard.

Authorized Signatory

Name (caps)

Designation.....

Date:



FINANCIAL CAPABILITY OF BIDDER

(To be submitted on the Bidder's Letter Head)

| <u>Sl. No.</u> | <u>Financial Year</u> | <u>Turnover (in Indian Rupees)</u> |
|----------------|-----------------------|------------------------------------|
| 1. | 2019-2020 | |
| 2. | 2020-2021 | |
| 3. | 2021-2022 | |

*Audited Balance Sheet and Profit & Loss Account Statement of the Bidder for each of the above mentioned financial years shall be submitted as supporting evidence.

Please affix the signature of the authorised signatory of the Bidder with name, designation, seal of the firm and date.

Please affix the signature of the Chartered Accountant of the Bidder with name, designation, seal and date.

Authorized Signatory

Chartered Accountant

(Signature in Full) _____

Name and Designation _____

Seal of the Firm _____

Stamp _____

Date _____



NOTARISED AFFIDAVIT

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

TENDER NO.

I, undersigned..... (name).....(designation), duly authorized representative

of..... (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

No criminal case is pending with the Police against our Proprietorship/Firm/Company/Agency or any of its authorized signatories.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Email Id:

Mobile No:

Address:



NOTARISED AFFIDAVIT

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

TENDER NO.

I, undersigned..... (name).....(designation), duly authorised representative

of.....(name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

Proprietorship/Firm/Company/Agency has never been **blacklisted/ debarred** currently or on any previous occasion by any of the Central/State Departments /Institutions/Local Bodies/Municipalities/ PSU/Public Sector Banks/Public Limited Company/ Government Medical College/Government Hospitals/Autonomous bodies

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Email Id:

Mobile No:

Address:



NOTARISED AFFIDAVIT

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

Tender No.

I, undersigned (name).....(designation) , duly authorized representative of..... (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

Undersigned is fully competent and authorised from Proprietorship/Firm/Company/Agency to make this Affidavit to bind such Proprietorship/Firm/Company/Agency.

All details/information/documents furnished by Proprietorship /Firm/ Company/Agency in bid document is true and correct.

Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of Tender.

Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dus have been paid as on date.

Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in Tender document and without prejudice to any of the rights or remedies of Central University of Punjab, Bathinda. Central University of Punjab shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reasons.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declarations are true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:


Name:

Designation:

Email Id:

Mobile No:

Address:



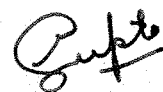
Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 21 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by Central University of Punjab in addition to execution of a Contract as pre-condition for obtaining the supply orders.
4. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:



CHECK-LIST FOR TECHNICAL BID

Bidders are requested to attach all the documents mentioned in eligibility criteria

| Sl. No. | Documents asked for | YES/NO |
|---------|---|--------|
| 1 | Whether Power of Attorney/Board Resolution in favour of signatory of the Tender on behalf of bidder has been submitted. | |
| 2 | Authorized person of the firm/agency, with name, designation address and office telephone numbers. If the bidder is a proprietary firm/partnership firm/private or limited company, name designation, address and office telephone numbers of partners/Registrars also. (Copy Registration Certificate as applicable to be submitted) | |
| 3 | Whether the Bidder has submitted proof of annual average turnover of not less than 50 % of the total estimated cost as calculated by GeM Portal. (Note- Attach audited balance sheets and profit and loss account statements. Details of annual turnover should also be duly certified by the statutory auditor. | |
| 4 | Whether the Bidder has submitted proof of minimum 3 years of experience providing similar Manpower services to Central/State Govt. /PSUs/Autonomous bodies/ Govt. Educational Institutes/Hospitals last three years (i.e. 2020-21, 2021-22 and 2022-23) as per following criteria: (i) One similar work of value not less than 80% of bid value. Or, (ii) Two similar works each of value not less than 50% of bid value Or, (iii) Three similar works each of value not less than 40 % of bid value | |
| 6 | Whether the bidder has submitted audited balance sheets and profit and loss account statements. Details of annual turnover should also be duly certified by the statutory auditor. | |




| Sl. No. | Documents asked for | YES/NO |
|---------|---|--------|
| 7 | Whether the bidder has submitted licensed as a Service Provider under the Contract Labour (Regulation & Abolition) Act, 1970 for any Manpower contract. Documentary evidence in respect of above should be submitted along with the bid | |
| 8 | Whether the bidder has submitted documentary proof of having an independent office set up in Bathinda, to facilitate round the clock contact throughout the entire duration of the contract prior to date of publication of the tender. (Copy of shop and establishment license should be valid as on date of floating of the tender. | |
| 9 | Whether the bidder has not incurred any loss during the last three financial years 2019-20, 2020-21 & 2021-22 and whether certificate duly certified by the Chartered Accountant submitted. | |
| 10 | Whether Certificate regarding Net Worth of the Bidder as on 31 st March 2022 should be positive. Necessary certificate duly certified form statutory auditor to be enclosed. | |
| 11 | Whether bidder has submitted notarized affidavit stating that bidder must not have been debarred/ blacklisted currently or on any previous occasion by any of the Central/State Departments /Institutions/Local Bodies/Municipalities/ PSU/Public Sector Banks/Public Limited Company/ Government Medical College/Government Hospitals/Autonomous bodies. An affidavit on Rs 100/- Non Judicial stamp paper duly notarized shall be enclosed with the technical bid to that effect. | |
| 12 | Whether bidder has submitted notarized affidavit stating that no criminal case is pending against bidder by any of the Central/StateDepartments/Institutions/LocalBodies/Municipalities/PSU/Pu blic Sector Banks/Public Limited Company/ Government Medical College/Government hospitals/Autonomous bodies. An affidavit on Rs 100/- Non Judicial stamp paper duly notarized shall be enclosed with the technical bid to that effect. | |

| Sl. No. | Documents asked for | YES/NO |
|---------|---|--------|
| 13 | Whether the bidder has PAN card issued by the Income Tax Department and whether copy of the same has been submitted. | |
| 14 | Whether the bidder has submitted EPFO Registration Certificate. | |
| 15 | Whether the bidder has submitted ESIC Registration Certificate. | |
| 16 | Whether the bidder has submitted Registration under Shops & Establishment Act. | |
| 17 | Whether the bidder has submitted GST Registration Certificate | |
| 18 | Whether copies of Income-Tax Return of the last 3 financial years Submitted (2019-20, 2020-21 and 2021-2022). | |
| 19 | Whether copies of Valid ISO certification before the date of NIT, i.e. ISO 9001: 2015, ISO 14001:2015 and OHSAS 18001:2007. | |




PERFORMA FOR FINANCIAL BID

(to be filled online only)

PERFORMA NEEDS TO BE UPLOADED AT THE TIME OF UPLOADING OF TENDER ON GeM

Notes:

1. IGST/SGST/CGST is to be deposited by the contractor and will be reimbursed on reflection in University's GSTR-2A report, on actual basis as per rule.
2. TDS, as applicable shall be deducted from the monthly bill of the contractor as per rules.
3. While quoting the rates / service charges, it should be kept in mind that minimum wages (as per latest notification) for relevant area classification for Bathinda, as notified by o/o the Chief Labour Commissioner (C), Ministry of Labour & Empowerment, Government of India, including the statutory obligations of EPF and ESIC contributions, as amended time to time, are applicable.
4. Service Charges of the bidder quoted in percentage shall be inclusive of charges of one Facility Manager deputed at Central University of Punjab to review the manpower, submit the progress reports, verify daily attendance, submit the bills and other works as per directions of Officer-in-Charge. Nothing extra would be paid for the facility Manager wages.
5. The service provider will have to provide Bio-metric attendance machines to record the attendance of its staff at his own cost.
6. The bidder shall deduct the employee's contribution of EPF & ESI from the monthly wages of its employees and deposit the same as per rules. The same shall be reimbursed on production of necessary documents.
7. While quoting the rates / service charges, the bidders should be mindful of the fact that GST shall be reimbursed after successful reflection on the University's GSTIN. Stringent checking is also done for EPF and ESIC contributions. EPF & ESI for the present month is released only if the EPF & ESIC of one previous month is deposited by the bidder and is reflected in the EPF & ESI account of the workers. The rates / service charges may be quoted accordingly.

