

Cost of the Tender Document: Rs500/-
(Rupees Five Hundred only)



CENTRAL UNIVERSITY OF KASHMIR

Transit Campus :Sonwar, Near G.B. Pant Hospital, Srinagar- 190004

Tel: 0194-2468354, Fax: 2468351

www.cukashmir.ac.in

TENDER NOTICE FOR PROVIDING MANPOWER TO THE UNIVERSITY ON OUT-SOURCE BASIS

No.: CUKmr/Admin/02 of 2015

Dated: 24.07.2015

1. Name of the Agency:.....

2. Address with Telephone No. :.....

3. Earnest Money Deposit (EMD)

(To Be Deposited along with the Tender Document)

a) Bank Draft No.....

b) Date.....

c) forRs.....

d) Drawn on

4. Cost of Tender Paper:

(To be deposited along

With Tender Document)

a) Bank Draft No.....

b) Date.....

c) for Rs.....

d) Drawn on

TENDER NOTICE FOR PROVIDING MANPOWER TO THE UNIVERSITY ON OUT-SOURCE BASIS

In view of the in-sufficient number of eligible bidders, the tender notice for providing of Manpower to the University on out-source basis is hereby re-advertised. Application form and the detailed tender notification can be had from the Transit Campus of the University – Sonwar, Near GP Pant Hospital, Srinagar – 190 004 (J&K) or can be downloaded from the University website: www.cukashmir.ac.inThe bids along with all requisite documents & DDs of Rs 500/ (non-refundable -application fee) & Rs.5000/ (EMD - refundable) drawn from any nationalized bank favoring Central University of Kashmir payable at Srinagar (J&K) in sealed envelopes should be delivered on or before **03.08.2015 (05:00 pm)**. Technical bids will be opened on **04.08.2015 (11:00 am)** at the Transit Campus.

Bidders who have already applied against the earlier issued Tender Notification No. CUKmr/Admin/01 of 2015 dated 29.06.2015 have been informed about the status of their bid and the follow up action. Such details are also available on the University website.

ELIGIBILITY CRITERIA

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

1. License under Contract Labour Act.
2. Permanent Account Number issued by the Income Tax Department.
3. Service Tax Registration Number issued by concerned tax circle
4. Registration under ESI Act
5. Registration under EPF Act
6. License under Private Security Agencies (Regulation) Act, if applicable
7. Continuous 3 years of experience in providing Manpower services for the Years 2012-13, 2013-14 & 2014-15. The bidder must enclose the experience certificates issued by the client/s with clear-cut dates of contract and that the service provided has been satisfactory.
8. Minimum turn-over of Rs80 lacs per annum for the two financial years of FY 2012-13 & 2013-14. The bidder must attach copies of the audited income-expenditure statement and Income Tax Returns of above financial years as the documentary evidence.

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

Note – 2: Documentary proof of above must be furnished with the technical bid. Absence of any of the above will render the agency in-eligible for the opening of financial bid.

NATURE OF SERVICES

1. Security Guards
2. Chowkidar
3. Attendant
4. Gardner
5. ClericalAssistant
6. Library Assistant
7. Plumber
8. Electrician
9. Stenographer
10. Cook

At present, the University has 100 vacancies to be filled up on out-source basis. However, the actual number of persons to be deployed shall be decided after completion of tendering process. The University reserves the right to fix the number of persons to be engaged on out-source basis at its discretion. The selected agency shall have no role in such decision-making by the University.

TERMS & CONDITIONS

1. As per two bid system, the applying agency is required to submit their bids separately in two parts (Part A: Technical Bid & Part B: Financial Bid), clearly indicating the Tender No. & Type of bid. Firms not adhering to this will not be considered for further processing of their proposals.
2. Part A should contain covering letter, copies of license under labour Act, PAN card, Service Tax Registration, ESI and EPF registration, Pvt Security Registration, audited income-expenditure statement, Income Tax Return, experience certificates issued by the clients, agency profile on the prescribed format and the requisite fee (EMD & Application fee). EMD will be returned to unsuccessful bidders without any interest, after finalization of the tender process. The EMD of the selected agency shall be refunded on submission of performance security.
3. The bidder must quote the service charges in the prescribed format given in the Part B (Financial bid).
4. The bid shall be treated for all the types of manpower listed under 'Nature of Services'.
5. The Technical Bid (Part A) will be opened at **04.08.2015 at 11: 00am** at the office of the University by a Tender Opening and Evaluation Committee constituted for this purpose in the presence of tenderers and/or their authorized representative who may like to be present on specified date and time.
6. Financial bids of only those tenderers shall be opened, whose Technical Bid is found to be as per the requirements of the University.
7. The successful tenderer/contractor shall have to provide staff as per the agreement made with the University which shall be monitored by the University and if the strength is found less, the proportionate recovery will be made.
8. The University reserves the right to reject any or all Bids/Offer without assigning any reason or cancel the process at anytime.
9. Even though the bidders are fulfilling the eligibility criteria, they are subject to be disqualified if they have:
10. Made misleading or false representation in the form, statement & attachments submitted or
 - a. Record of poor performance, litigation history or financial failures or
 - b. Found to have been blacklisted by any other institution.

- c. In case, two or more than two bidders have quoted the same but lowest percentage of service charges in the financial bid, the University may enter into negotiations with the bidders concerned to finalize the one.
11. The whole tender document shall be submitted by the agency with seal and signature on every page expressing their acceptance of terms and conditions of the NIT. However, bidders may keep a photocopy of the same for their own record.
12. The University will hire the services of a duly licensed agency to provide Manpower Services on payment of a consolidated amount on monthly basis which should be arrived on the basis of the monthly wages notified by the University (Annexure – I). All other liabilities as per the existing laws will be borne by the concerned agency without any liabilities on the University. The tenderer/contractor shall in-turn make the payment to its employees at not less than the rates notified by the University.
13. While quoting the Service Charges, the bidder must note that following expenses are to be borne by it from the quoted amount:
 - a. Income Tax & Service Tax to be deducted at source by the University on the whole monthly bill amount.
 - b. Employer's share of contribution for EPF & ESIC in respect of engaged staff.
 - c. Bonus, wages for replacement personnel in case of leave to the staff and all other charges/expenses as per the University/GoI norms.
14. Hence the bidder must quote the amount (as percentage) in the financial bid equal to & more than the consolidated amount as detailed above.
15. Quotations received late, improperly sealed, or with incomplete marking or with overwriting/corrections in the quotation document are liable to be rejected.
16. The bid must be valid for a period of 90 days from the last date of submission of the tenders. Beyond this period, the validity of bid may be extended by the mutual agreement of the bidder & the University.
17. The selected agency will be required to enter into an Agreement with the University on a non-judicial stamp paper of Rs.100/ which shall also include the relevant clauses of this NIT.
18. As per GFR 2005, the successful tenderer shall have to deposit Security Deposit (Performance Security) in the form of Bank Draft from a Nationalized Bank in favour of Central University of Kashmir payable at Srinagar (J&K) within 15 days of issue of the acceptance letter to the successful bidder/Agency failing which the award/acceptance letter will be treated as cancelled. The said amount will be refunded without any interest after the successful performance of the concerned firm. However, in case of unsatisfactory service provided by the agency or breach of any provision of the agreement, the Performance Security will be forfeited. The decision taken by the University in this regard shall be final.
19. Initially the agency selected, will be hired for a period of two years extendable on year to year basis depending on the mutual agreement of the University and the agency with such modifications as necessary. During the period of agreement, the terms and conditions of the contract will not be subject to any change except at the sole discretion of the University.
20. In addition to its rights under any other provision of the Agreement, the University may terminate the contract at any time by giving the Agency two months' written notice without explaining the reason of termination. Upon the expiration of the notice period, the contract shall terminate without prejudice to the rights of the parties accrued to the date of terminate.
21. A list of the employees, engaged by the Agency/Contractor, shall be provided to the University at the time of taking over the duties. Any future change in the list shall be communicated immediately to the University.
22. The agency shall deploy one Supervisor to the University, who shall attend the University on daily basis. He shall also act as Liaison Officer for the matters pertaining to the manpower and other issues. Salary and other expenses of such Supervisor shall be borne by the agency from its Service Charges.

23. The University reserves the right not to hire the services of particular group of staff or may increase or decrease the staff deployed by the agency as per the requirements, without assigning any reason.
24. The engaged staff shall be issued the nameplates by the agency which they shall wear the same while on duty.
25. The agency/contractor shall provide sufficient sets of neat & clean uniforms (winter as well as summer wear) to the deployed staff wherever required who shall wear the same during duty/working hours.
26. The contractor will issue identity cards to their staff clearly indicating the place of deployment, failing which no entry will be allowed inside the office. This will be provided by the contractor at their own cost.
27. The contractor shall be responsible for the conduct and behavior of its employees.
28. In the event of any loss suffered by the University due to negligence of agency/contractor's employees, the agency/contractor shall make good the loss sustained by the University either by replacement, or by payment of adequate compensation as decided by the University. The decision of the University in this regard shall be binding on the agency.
29. The University shall have the right to ask for replacement of any person without assigning any reason whatsoever and the substitute shall have to be provided by the contractor/agency immediately.
30. The employees deployed by the agency/contractor shall be of good character, sound health and shall be in the age group of 18 years to 55 years. Any person having any criminal case pending against him shall not be deployed in the University.
31. The agency/contractor shall be responsible to the Registrar and/or to an Officer authorized by the University for the execution of day-to-day work.
32. The instructions/orders issued by the University from time to time shall also be followed by the contractor/agency and his employees.
33. The University shall not be responsible for the payment of the wages or any other allowances individually to the staff/employees engaged by the contractor. The agency shall follow all rules, regulations and directions issued by the appropriate Government Agency from time to time as regards welfare of Labour.
34. Leaves/Weekly Offs to the staff engaged shall as per the prevalent norms. However, against such Leaves/ Weekly Offs, the agency shall provide alternative staff without any extra costs. Bidders have to submit detailed working statement on this subject as per the format enclosed with the NIT.
35. The University shall not be responsible for any compensation which may be required to be paid to the staff of the agency deployed in the University consequent upon any injury/mishap.
36. The payment to the contractor shall be made on monthly basis against pre-receipted bills in duplicate.
37. TDS as applicable shall be deducted at source and will be deposited with the Govt.
38. The Agency must attach a list of universities/institutions to which they have provided similar services in the last three years along with valid proof.
39. The selected agency shall have to provide the services in the campuses of the University at different locations in Kashmir valley as decided by the University from time to time.
40. The University shall prepare a panel out of the tenders received and in case the agency selected fails to do/take-up the job successfully or leaves the job before completion of the contract period, or decline to accept the award for whatever reason, the agency next in the panel will be offered the job. However, the validity of the offer to the next tenderer/contractor will be for the remaining period of the contract. In case that case the EMD of successful bidder shall be forfeited and may also be black listed.
41. The rates/charges for staff engaged by the agency may be revised suitably by the University during the currency of the contract on the basis of proper justification.
42. Once the bidder submits the tender, he would be presumed to have understood and accepted all the terms and conditions given in NIT. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.

43. The Contractor shall not engage any sub-contractor or transfer the contract to any other person or agency in any manner.
44. The University will not provide any medical facility and residential accommodation to the staff of the Contractor.
45. In case of exceptional cases, the University at its discretion may relax any of the eligibility condition prescribed in this NIT.
46. The University will have unfettered right to inspect the premises, process of security at any time & the agency will cooperate with the authorities.
47. The persons deployed by the successful tenderer for services shall have no claim whatsoever to any employment or preference in employment, regularization, absorption, selection to appointment, continuity in services etc. with the University.
48. In case of any dispute arising out of this agreement, the same shall be resolved initially by mutual discussion between the parties with in a period of 60 days failing which appropriate courts at Srinagar will have the jurisdiction to adjudicate upon the matter.
49. The service provider's/agency personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/ secret nature.
50. The University may at any time vary or add to the service specification in accordance with this condition and no such variation or addition shall affect the continuation of the contract.
51. In case the last date of bid submission or date of opening of bid turns to be off day, next working day shall be deemed to be the effective date for the same.
52. For further updates/amendments, the bidders are advised to visit the University website. The University is not bound to issue the notifications in the newspapers or enter into personal correspondence.

DUTIES & RESPONSIBILITIES OF THE AGENCY

53. The selected agency shall provide the staff in line with the prescribed qualifications as mentioned in the NIT at Annexure-I.
54. In case the outsourced staff provided by the selected agency does not seem to be fit for the job despite of holding the requisite qualifications/experience, the agency shall immediately replace the staff with the new one.
55. As and when required for any other works related to the University, the contractor/agency has to supply the required manpower on day to day basis or on lump sum basis for the additional jobs/ works for which the University shall make payments separately on submission of the bills on successful completion of the jobs/ works by the contractor.
56. The services of the Attendants shall be utilized to:
 - i. To move papers/files, etc. from one destination to another within the university.
 - ii. To serve Water, Tea/Coffee to the employees and visitors of the University, as and when required.
 - iii. To move furniture and other items within premises, as and when required.
 - iv. To collect and dispatch various parcels, inventories etc.

Any other service required by the Officers of the university
57. The Agency shall, wherever applicable, comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act, 1947, Maternity Benefit Act 1961, and Contractor's Labour (Regulations and Abolition Act) 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
58. The agency shall not deploy its staff for more than the prescribed duty hours.

59. Payment of salary and arrears etc to the staff hired by the agency to perform the duties at the University shall be made by the agency through Account Payee Cheque only and provide aquittance roll to the University giving details of contribution/deduction regarding ESI, EPF, etc.
60. The selected agency shall have to provide the proof of deposit of ESIC and EPF to the individual account of the staff deployed each month along with the bill. The same shall be notified by it to all the staff members engaged by it. In case of any misuse or misappropriation of funds on account of EPF/ESIC contributions of the employees by the agency, the Performance Security shall be forfeited and the same shall be utilized to refund the required amount of EPF to the employees.
61. The agency shall provide the services of trained staff, who shall observe discipline, decency, decorum and the code of conduct and mannerism befitting of such personnel.
62. The agency shall be responsible to provide immediate replacement in place of any staff member who is not available for duty due to leave or for any reason whatsoever. For this purpose, the agency must have appropriate Leave Reserves. The list of such Leave Reserves shall be communicated to the University in writing at the start of the contract.
63. The agency shall provide staff as may be required by the University for which prior information shall be provided.
64. The agency shall be responsible for all Security measures and arrangements to safeguard both movable and immovable properties of the University. For this purpose it has to perform both mobile and static duties which include guarding of movable and immovable properties and managing entry and exit points.
65. The agency shall provide the services of trained Security Guards, who shall observe discipline, decency, decorum and the code of conduct and mannerism befitting of Security personnel.
66. The agency should deploy only those Security Guards whose antecedents have been verified by them through the concerned police station.
67. The Security staff shall be available all the time at the place of their duties as per roster and shall not leave the place of duty without prior permission.
68. The agency shall provide uniform to its security staff as per the requirement of the season – winter & summer. Sufficient arrangements should be made regarding woolen over coats, gloves, boots & sweaters in the winters. They shall also be provided with other equipment's like torches, Under Vehicle Inspection Mirrors etc.
69. The agency will ensure that the University's land, buildings etc. are not encroached upon/occupied by unauthorized persons.
70. The agency will maintain a Register at entry and exit points of the University and at those places wherever required, and will enter the name of the visitor with his full address and other details.
71. The security will be 24x7 a week, with proper shifts including on holidays and vacations.
72. The agency shall be responsible for equipping the guards with torches & other necessary communication & frisking devices. They should also be trained to regulate & monitor traffic movement in the premises.
73. The agency shall make its own arrangements for the stay of their staff deployed in the University. No residential accommodation will be provided by the University.
74. The agency will indemnify the property of the University for theft, loss, pilferage and fire from the areas entrusted to its control and shall be responsible for all such losses.
75. The agency shall carry out such other duties as may be entrusted to them from time to time by the University.

No.: CUKmr/Admin/02 of 2015

Dated: 24.07.2015

Sd/-
(REGISTRAR)

BIDDER'S PROFILE

(PART -A)

1. Name of the bidder/firm/agency
2. Name of the authorized signatory (whose photograph is affixed)
Mr/Ms/Mrs.....
3. Permanent address of the agency.....
.....
Tel. No. (with STD Code) (O) (Fax)
(R) (Mobile)
4. Registration & incorporation particulars of the firm.
6.1 Proprietorship
6.2 Partnership
6.3 Private Limited
6.4 Public Limited
(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law).
5. Name proprietor/partners/directors
6. Bidders bank, its address and his current account
number.....
7. Permanent Account Number, Income Tax Circle (Please enclose details if IT Returns of last three years separately with documentary proof)
.....
8. Service Tax Registration No
9. License No. under Contract Labour Act.....
10. ESI No..... 11. EPF No.....
12. License under Private Security Agencies (Regulation) Act.....

Passport size photograph of the tenderer/authorised signatory holding power of attorney

Note: Documentary proof to be attached for the entries at Serial No. 6,7,8, 9, 10, 11 & 12.

I/We hereby declare that the information furnished above is true and correct and all the terms/conditions are acceptable to me/us in toto. Further, it is declared that we have not been blacklisted/debarred by any organization. At any stage if the above information is found incorrect, University may cancel our contract and impose any penalty as deemed fit. .

Place
Date: **of the Firm along with Seal**

Name and Sign. of the Authorized Person

LEAVE POLICY FOR THE OUT-SOURCE STAFF

(As per existing rules/norms of the Govt)

<p>Number of paid leaves per month excluding the off-days/holidays in respect each staff member. For the days of leave, the agency has to provide alternative manpower with suitable skills without any additional charges to the University.</p>	
<p>Entitlement of Medical Leaves with pay/wages, if applicable. For such leave also, the agency has to provide alternative manpower with suitable skills without any additional charges to the University.</p>	
<p>Any other type of leave with or without pay/wages</p>	
<p>Any other policy strategy</p>	

Place
Date:

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

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

- | | | |
|-----|--|----------|
| 1. | PAN Number | Yes / No |
| 2. | Provident Fund Account Number issued by
The competent authority | Yes / No |
| 3. | ESI Registration No. issued by the Competent
Authority | Yes / No |
| 4. | Contract license issued by the Labour Commissioner
Under Contract Labour Act. | Yes / No |
| 5. | Cost of bidding document | Yes / No |
| 6. | Bank Draft (EMD) | Yes / No |
| 7. | Service Tax No. | Yes / No |
| 8. | License under Private Security Agencies (Regulation) Act | Yes / No |
| 9. | Proof of Experience | Yes / No |
| 10. | Audited income-expenditure statement, Income Tax Returns experience | Yes / No |
| 11. | Signature of Tenderer _____ | |

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

Name of the Agency:.....

Tel .No.....

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

Description of Service Charges	Percentage Quoted
Service charges per month to be claimed by the agency	<p style="text-align: center;">_____ %</p> <p>In words _____</p> <p style="text-align: right;">_____ percent.</p>

Notes:

1. *The percentage quoted above is inclusive of the amount on account of following:*
 - a. *Service Tax*
 - b. *Income Tax*
 - c. *EPF & ESIC contribution of the agency*
 - d. *Bonus/Replacement charges for off-days/Leaves etc*
 - e. *Salary of the Agency Supervisor*
 - f. *Cost of items/equipment/uniform/weapon etc provided to the staff.*
 - g. *All other taxes/charges*
2. *Service Charges of the agency/bidder quoted as percentage above shall be determined from the total amount of the monthly bill. The amount for this purpose shall include only the monthly basic wages of the employees. The amount under Service Charges to agency, Income Tax (TDS), Service Tax, EPF & ESIC contribution of the employer (Agency) shall be excluded for this purpose.*
3. *The agency shall deduct the employee's contribution for EPF & ESI from the wages of the staff and deposit the same with the concerned quarters.*

Declaration:

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

Place:.....

Date:.....

Name:.....

Signature:.....

Designation:.....

(Annexure I)

Minimum Requirements & monthly wages for the Staff

S. No.	Staff Category	Fixed Monthly Wages (Rs)	Minimum Requirements
1.	Stenographer	10000	Graduate with typing speed of 40 w.p.m and short-hand 80 w.p.m
2.	Clerical Assistant	10000	Graduate with working knowledge of computers
3.	Library Assistant	10000	B LIS/B LIB
4.	Security Guard (With Arms)	10000	Sound Health, Min Height - 5'6" Clear Antecedents, Trained to handle the relevant weapons.
5.	Security Guard	9000	Sound Health, Min Height - 5'6" Clear Antecedents
6.	Gardener	9000	5 years experience of gardening
7.	Plumber	9000	5 years experience as Plumber
8.	Electrician	9000	5 years experience as Electrician
9.	Cook	9000	5 years experiences of cooking in a commercial unit
10.	Attendant	8500	10 th Pass
11.	Chowkidar	8500	8 th Pass, Sound Health