



UNIVERSITY OF ALLAHABAD

NOTICE INVITING TENDER

FOR

“Outsourcing of various Job Works / Tasks on Work Contract Basis through Deployment of Manpower and Supervision at work spots of the University”

University of Allahabad
Allahabad

NOTICE INVITING TENDER

University of Allahabad invites bids from duly registered Manpower Service Providers/Organisations based in Allahabad / UP/ Delhi NCR for Outsourcing of services of various Job Works / Tasks on Work Contract Basis through Deployment of Manpower and Supervision at work spots of the University including Data Entry Operators, Office Assistants, Office Helpers and Office Attendants in the University of Allahabad for a period initially for one year, extendable for further period of one year on mutual agreement and subject to satisfactory performance of the firm during the contract period. Tender document can be downloaded through CPP Portal <http://eprocure.gov.in/eprocure/app> .

Schedule of Invitation of Tender :

S. No.	Activity	Date / Remarks
1.	Total No. of pages of the e-tender documents	
2.	Duration of various Job Works / Tasks on Work Contract Basis through Deployment of Manpower and Supervision at work spots of the University Consultation Services, Technical Services, Ministerial & Secretarial Services, Data Entry Operators, Office Assistants, Office Helpers and Office Attendants services	Initially for one year, extendable for further period of one/three year on mutual agreement and subject to satisfactory performance of the firm during the contract period
3.	Tender No.	UoA/ S&P/2018/OA/01
4.	Name of Organization	University of Allahabad
5.	Published Date	31/07/2018
6.	Technical Bid Documents Download	31/07/2018
8.	Technical Bid submission Start Date	31/07/2018
9.	Technical Bid submission End Date	22/08/2018
10.	Technical Bid Opening Date & Time	24/08/2018 at 11:00 A.M.
11.	Amount for submission of EMD in the form of DD, Banker Cheque or Bank Guarantee from any commercial bank Recognized by RBI, Gol in an acceptable form drawn in favour of "Finance Officer, University of Allahabad"	Rs. 1,00,000/-
12.	Address for communication	Registrar, University of Allahabad, Allahabad, U.P. – 211002.

Intending tenderers are advised to visit again CPPP website <http://eprocure.gov.in/eprocure/app> . at least 3 days prior to closing date of submission of tender for any corrigendum / addendum / amendment.

In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Department reserves the right to accept or reject any of the tenders with assigning any reasons thereof.

(H S Upadhyaya)

Registrar

Tel: E-mail:

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NOTICE INVITING TENDER

Tender Enquiry No UoA/ S&P/2018/OA/01

Dated: 31.07.2018

The University of Allahabad (UoA), Allahabad (hereinafter referred to as the “**University**”), an autonomous central university established by an Act of Parliament “University of Allahabad Act 2005” under Ministry of HRD, Government of India hereby invites **Offers/Tenders on CPP Portal of GoI** from reputed and highly professional agencies, who fulfills the eligibility criteria as enunciated herein after for “**Outsourcing of various Job Works / Tasks on Work Contract Basis through Deployment of Manpower and Supervision at work spots of the University**” as per the scope of work and terms & conditions set out in the tender document.

A. Scope of Work:

(a). Work:

Brief description of Job work and an illustrative list of manpower likely to be deployed is indicated in **Annexure – I**. The list is illustrative not exhaustive. The number of persons and related criteria to be outsourced may vary depending on actual requirement.

B. BIDDING PROCEDURE:

The Bidders are requested to give detailed tender in two Parts:

Part - I: Technical Bid.

Part - II: Financial Bid.

I - Technical Bid:

Technical Bid is to be submitted “**Technical Bid for Outsourcing of various Job Works / Tasks on Work Contract Basis through Deployment of Manpower and Supervision at work spots of the University**” in the pro-forma prescribed at **Annexure-II** along with the following documents^{1*}:

- a) Attested copy of Certificate of Incorporation / Registration of agency;
- b) Work experience of similar work during last 3 years;
- c) Attested copy of the IT return filed for the last three years
- d) Annual turnover certificate of Chartered Accountant
- e) Attested Copy of ISO Certificate.
- f) Attested copy of ESI and EPF certificates;
- g) Attested copy of PAN card
- h) Attested copy of the Service Tax registration certificate;
- i) Attested copy of Registration certificate under Contract Labour (Regulation & Abolition) Act, 1970;
- j) Declaration as prescribed in **Annexure-V**;

¹ * Tenders shall be submitted by only those agencies, which fulfill eligibility criteria enunciated herein after.

k) Undertaking as prescribed in **Annexure-VI**;

l) Power of Attorney / Board Resolution in favour of signatory of the Tender on behalf of Tenderer.

Note 1: No brochures/leaflets/CDs etc. should be submitted in loose form.

Note 2: Please indicate page nos. on your tender document.

Note 3: The technical offer should not contain any price information.

An Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Demand Draft/FDR drawn in favour of **Registrar, University of Allahabad payable at Allahabad** shall be submitted along with the Technical bid.

Note 1: EMD will not accrue any interest

Note 2: The bid security shall be returned to the unsuccessful bidders after the Notification of Award.

Note 3: The bids not accompanied with earnest money shall be summarily rejected.

II - Financial Bid:

Financial Bid is to be submitted as a separate cover **“Financial Bid for Outsourcing of various Job Works / Tasks on Work Contract Basis through Deployment of Manpower and Supervision at work spots of the University”** In the pro-forma prescribed at **Annexure-III**.

Note 1: The Price Bid shall contain Agency’s Overhead/Service Charges, Employee Provident Fund (“EPF”) & Employee State Insurance (“ESI”) on wages/remuneration payable and other Statutory Tax/Liabilities. The price should be quoted for each category indicating each item separately.

Note 2: In case of any discrepancy in the rates indicated in the Price bid either in figures or words, the rates in words will be considered for evaluation.

Last date of acceptance of Tenders	On or before 5.00 PM dt. 22.08.2018
Time of opening of Technical and Financial Bid	As mentioned in the CPP Portal

Evaluation of Bid:

- Bids will be evaluated on Technical Bid and Financial criteria.
- Financial Bids of only those bidders would be opened who qualify Technical Bid in technical evaluation.
- Technical evaluation will be done by a Committee constituted by Vice Chancellor of the University
- Opening of part-II (Financial Bid) will be intimated to technically qualified tenderers after scrutiny of Technical Bid part.

Note 1: The University reserves the right to annul all bids without assigning any reason

Note 2: Overwriting or erasing in the bid documents shall render the same invalid. If

unavoidable, all cuttings/over writings should be attested by the authorized signatory.

Note 3: The bids must contain the information as required in the format prescribed. The bids which do not contain the information as desired and are not supported by necessary documents will not be considered for evaluation.

C. INSTRUCTION TO TENDERES:

1. Term of Contract:

Initially, the Agency / Service Provider will be entrusted the contract for a period of one year, which is extendable for maximum period of 3 years on satisfactory performance and compliance of terms of agreement.

Subsequent extension will be sole discretion of UOA.

2. Validity of Bids:

The bids shall be valid for a period of not less than 180 days after the deadline for submission of bids.

3. Security Deposit:

The Successful Agency within 15 days from the date of Notification of Award shall be required to submit security deposit of **Rs. 5,00,000/-** (Rupees Five lakh only) in the form of Bank Guarantee as prescribed at **Annexure-IV**.

The Bank Guarantee shall remain valid 90 days after the contract is over (3 months) and shall not accrue any interest

4. Language of Tender:

The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be in the English language.

5. Contents of Tender Document:

The Tenderer is expected to examine carefully all the contents of the tender document including without limiting to eligibility criteria, terms & conditions and take them fully into account before submitting their offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's risk.

D. QUALIFYING CRITERIA:

1. Profile of the bidder: The Service Provider should be registered with the appropriate registering authority. The registration of the Agency must be at least 03 years old.

2. The Service Provider should have at least **(3)** years of satisfactory experience of

providing manpower (Professional Office Staff etc.) as mentioned in scope of work. in Govt/Semi Govt./Govt. Undertaking/ Educational Universitys/PSUs/other reputed establishment. Experience must be in the service providing agency must be the business of providing manpower to various areas i.e. professionals like doctors, lawyers, civil and electrical engineers, ancillary staff etc. **Bidder/Agencies not having the profile mentioned in the scope of work are not eligible.**

3. The minimum annual turnover of the Service Provider from the manpower providing business should at least be Rs. 200.00 lakh (Rupees Two Hundred Lakh Only) during the last two years.
4. The Service Provider should be ISO 9001: 2008 certified entity.
5. The Service Provider shall not be having civil suit/criminal case pending against its proprietor or any of its Managing Director/Equivalent and subordinate staff (in the case of a Company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force.
6. The Service Provider should not have been blacklisted by any Govt/Semi Govt /Govt. Undertaking/ University/other reputed establishment for any reason whatsoever.
7. The Service Provider should have been registered with Employee State Insurance (“ESI”) and Employee Provident Fund (“EPF”) Authorities for depositing ESI and PF contributions.
8. The Service Provider should have been registered with Service Tax Department and must be in possession of Permanent Account Number (PAN).
9. The Service Provider should have a valid labour license from the Regional Labour Commissioner or any other statutory authority for specific number required for contract under Contract Labour (Regulation & Abolition) Act, 1970.
10. The Service Provider shall submit an undertaking in format as prescribed in **Annexure VI** for acceptance of all terms and conditions mentioned in tender document.
11. Service provider must be dealing exclusively in supply of professional, office staff manpower and at least 80 % of its annual Turnover for last two years must be from this business only.
12. Any service provider already working with UoA, Allahabad in any capacity is not eligible to participate in the tender.
13. The bidder should have positive net worth of Rs. 50 lacs or above as on last financial year i.e. 2017-18. Net worth statements duly certified by the CA must be submitted.

14. Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.
15. Bidders found to be unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

E. GENERAL TERMS AND CONDITIONS:

1. JOB WORK ORDER:

There shall be three categories of Job Works / Tasks-

1. Professional & Consultancy Work;
 2. Office and Specialized Job Works; and,
 3. Non-Specialized Daily Wage Job Works.
- a) The University shall raise the Job Work Order (“**JWO**”) as and when required by the University.
 - b) The JWO shall indicate the manpower required to be deployed, the details/description of job work/task, category of manpower, their educational qualification, duties/responsibilities and remuneration/salary/wages payable to them.
 - c) The expenditure incurred on advertisement for recruitment notice by the service provider on behalf of the University in newspapers, electronic media etc. shall be reimbursed by the University on submission of proof of documents/bills as specified by the University.
 - d) On receipt of JWO the Agency **shall recommend and provide profile of qualified persons for respective job work and shall facilitate the University to conduct the interview and select the best candidate.**
 - e) Based on the qualification, past experience, and performance of candidate in interview the University may select the candidate for job work and decision of University will be final in this regard.
 - f) The Agency shall depute the selected candidate within 30 (thirty) days to University and execute the job work. Any personnel engaged after clearing the test, but subsequently not found to be suitable will be replaced by new personnel immediately.
 - g) The personnel provided will be required to perform duties as assigned to them by the University authorities from time to time.
 - h) Any undue delay in providing/replacing the requisite manpower will be considered as breach of contract and will be dealt with accordingly. The delay by the Agency in providing a substitute beyond 2 (two) working days shall attract liquidated damages **@Rs.200-500 per day** (per such case) as per cadre on the service providing agency, beside deduction in payment on pro-rata basis.
 - i) The personnel shall be available for work on all working days (Monday to Saturday) during office hours. However, depending upon the exigencies of

work, the personnel may be required to work late beyond office hours or on holidays, for which manpower costs will be compensated as per rates approved by the University.

j) Depute a capable managerial level person to manage all day to day activities and liaison with University officials for manpower deployed at the University.

k) Provide details of grievance redressal mechanism and escalation matrix for handling issues related to manpower deployed at the University.

2. OBLIGATION OF AGENCY:

- a) In addition to all such obligations as specifically mentioned in the Contract / Tender Documents, the Agency shall be under an obligation to fulfill all necessary obligations which may be incidental to or ancillary to the fulfillment of its obligations as per this Agreement, including but not limited to this Clause 2.
- b) Every personnel deployed under this Tender by the Agency shall be the employee of said Agency and the personnel shall not claim any benefit/compensation/absorption/ regularization of services with the University under any provisions of laws in force. Undertaking from the personnel to this effect will be required to be submitted through the Agency to the University.
- c) The Agency shall ensure that the personnel deployed under this contract shall maintain proper office decorum. They shall not disclose any secret official information to any unauthorized person.
- d) The service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed, when on work & their loss to be reported immediately.
- e) 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 providers.
- f) It will be the responsibilities of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) and the University will have no liabilities in this regard at any stage.
- g) The Agency shall be solely responsible for payment of remuneration/wages in compliance of all the statutory obligations as applicable including Minimum Wages Act, EPF Act. ESI etc., deduction and timely deposition of EPF, TDS (Income Tax), Professional Tax etc. on monthly remuneration payable to personnel.
- h) The service provider shall conduct necessary verifications of antecedents of the personnel to be deployed to University and a certificate to this effect shall be submitted to the University in the form of an Affidavit.
- i) The Agency shall be held responsible for any loss or damage to UOA's property on account of negligence or misconduct of any task worker deployed by the agency.
- j) In case of any loss, theft, sabotage, etc. caused by or attributable to any of the

personnel deployed by the Agency, the University shall have the right to claim damages from the Agency.

- k) The personnel provided by the Agency will be allowed **two days paid holiday for each completed month which will lapse at the end of the month and not be allowed to carry forward to the next month**. Agency shall have to provide a substitute, if any task worker goes on leave for more than two days.
- l) The Agency will be required to furnish an Indemnity Bond as per Performa attached as **Annexure - VII**.
- m) Salary of a particular month will be disbursed by the Agency to its employees on 1st day of next month through bank accounts.
- n) Agency acknowledges and agrees that "Time is of Essence" in this Agreement and therefore, all timelines shall be strictly adhered to by the Agency. The Work shall proceed with due diligence until Final Completion.

3. COMPLIANCE:

The Agency / Tenders shall be responsible for compliance with the provisions of all the applicable Labour Laws including but not limited to:

- a) Contract Labour (Regulation Abolition) Act &, 1970;
- b) Minimum Wages Act, 1948;
- c) Workmen's Compensation Act, 1923;
- d) The Employee Provident Fund Act, 1952;
- e) Employee State Insurance Act, 1948; and
- e) Any other rules, regulations and / or statutes as may be applicable to them from time to time.

4. SUB-CONTRACT:

The Agency shall not assign transfer, pledge or sub contract the services/works.

5. REMUNERATION TO TASK WORKERS:

The remuneration/fee/salary/wages of persons deployed (task worker) shall be as under:

- a) Professional & Consultancy Work- Remuneration / Fee shall be decided and fixed by UOA
- b) Office and Specialized Job Works- Remuneration / Salary shall be decided and fixed by UOA.
- c) Non-Specialized Daily Wage Job Works- Wages / Labour Charges shall be as notified time to time by Ministry of Labour and Employment, GOI under Minimum Wage Act.

Remuneration/Wage/Salary so fixed shall be consolidated and inclusive of all allowances

as well as weekly off pay. The agency will make payment to the staff on a monthly basis. Annual increase in wages / remuneration may be allowed after completion of one year of task/job assignment of a person and this will be on sole discretion of competent authority of the University.

6. TAX LIABILITY:

The Agency shall be liable to pay all taxes, duties, royalties, statutory minimum payments / contributions to be paid to and / or on behalf of the manpower supplied by the tenderer, overheads etc.

7. MODE OF PAYMENT:

- a) Service provider / agency shall submit the bill in triplicate **in respect of particular month in the first week of next month** for release of payment along with duly verified attendance sheets, pay bill; proof of salary / remuneration paid and certified photocopies of payment towards EPF, ESI etc.
- b) All payments will be made on reimbursement basis and no advance shall be paid to the agency.
- c) Payment towards EPF/ESI will be released only after production of payment challans and declaration that “No payment is due towards EPF/ESI in respect of persons deployed in University by agency”.
- d) Payment towards statutory liabilities like bonus, gratuity etc. (if quoted) will be made as and when due on reimbursement basis.
- e) As UoA, Allahabad is a Government of India funded educational University established under University of Allahabad Act 2005, it is exempted from paying/collecting Service Tax for services provided to or by the University as per GOI - Ministry of Finance, Department of Revenue Notification No. 25/2012 & D.O.F No. 334/15/2014-TRU New Delhi dated 10/07/2014-Service Tax dated 10/07/2014.
- f) For the avoidance of doubt, it is clarified that if a Bill is not accompanied by the supporting documents / in the proforma prescribed or if the Bill is disputed for any reason by the University, then such amounts of the Running Account Bill shall not be due and payable by University, until the dispute is resolved, or the supporting documents have been provided by the Agency, as the case may be.

8. PAYMENT TO CONTRACT MANPOWER DEPLOYED BY CONTRACTOR:

- a) A computerized Monthly Payment Slip shall be issued to all contractors' manpower at the time of monthly payment. The Pay slip must bear the contract agency name & logo etc.
- b) Attendance and daily activity details should be maintained in the Web based HRIS system provided by the agency.
- c) Pay Slip' must also mention clearly the Name & ID of Contract manpower all the components for payment and deductions separately. Besides, PF Account No, ESI Account No, PF & ESI contribution by employer and all other relevant details must

also be mentioned on the 'Pay slip'.

- d) The payment shall be done on the basis of attendance certified by authorized user/ officials of UOA as per contract rates, terms & conditions. The contractor shall also make payment for all statutory dues in time as per contract terms & conditions.
- e) The payment to Contract manpower deployed shall be done through Bank transfer. No charges for this shall be paid by the University.
- f) Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel along with the Bills.
- g) Contractor shall submit separate statement of disbursement regarding paid leave, showing complete details (like eligibility for leave, No. of paid leave, amount etc.) for claiming any re-imburement on account of paid leave from client, as per contract. Any leave payment will only be reimbursed after submission of proof by the contractor.
- h) The contractor shall submit each employee wise PF Code No. and ESI Code No. along with respective amount to UOA for all the Contract manpower deployed before claiming the Bills.
- (i) The bills must be submitted along with:
 - i. List of employees with their date of engagement, Summary of attendance, Wage Sheet.
 - ii. PF deposit Challan for the previous month through E-Sewa and Electronic Challan Cum Return (ECR), attested by contractor, however contractor is requested to submit preferably current wage month Challan along with ECR as system is on-line.
 - iii. ESI deposit Challan for the previous month through E-Sewa and Electronic Monthly Contribution History details of all contract manpower, attested by contractor however contractor is requested to submit preferably current wage month Challan along with ECR as system is on-line.
 - iv. Details of PF remittance for the previous month for each of personnel deployed (first page of Form 6A prescribed under Employees PF & Misc Provision Act 1952).
 - v. At the time of payment, employee wise details of PF/ESI payment with code wise have to be furnished along with Challans.
 - vi. Previous month Acknowledgement' copy of the 'Return on Contributions' for every contribution period on Form 6 of ESI Act within 15 days of the stipulated date for submission of return to ESI Authorities subject to change in Govt. notifications from time to time. It is recommended to file return through "On Line System" i.e. E-Sewa.
 - vii. UoA, Allahabad is exempted from service tax under GOI notification no. 25/2012-Service Tax DT 20-06-12.
 - viii. Proof of payment to Contract manpower deployed for the month - Summarized statement of payment due and disbursed, Payment receipt duly signed by respective contract worker or certified by the Bank
 - ix. In the month of May of each year and at the time of conclusion of the contract, the contractor shall submit the documents on Form 12A, 6A, 3A

- under PF Act, pertaining to the full year (Previous Financial Year) subject to change from time to time Govt. notifications.
- x. Declaration of the Contractor regarding compliance of EPF / ESIC and other laws as applicable from time to time.
 - xi. Contractor should submit separate PF, ESI & Service tax challans against this contract (& not clubbed with other contracts/sites where contractor is supplying manpower) and also submit separate details of contract manpower deployed exclusively against the contract in order to facilitate easy linking and checking of bills.
 - xii. Any other document for meeting statutory/ contract requirement or as directed by officer-in-charge.
- (j) The complete Bill with necessary documents must be submitted within a week of the payment to Contract manpower deployed by the contractor for each month.
 - (k) If bill submission is delayed, UOA will not be responsible for making payments and contractor will be fully responsible for all the consequences.
 - (l) The bills will be subject to checks/ verification by UOA. The payment shall be made after satisfactory performance of work for the actual deployment as certified by end user department on attendance sheet. No payment shall be made to personnel not authorized to be deployed by UOA. The decision of UOA will be final in the matter.
 - (m) Any clarification sought by officer-in charge (OIC) pertaining to bill submitted will be clarified by contractor within 3 days. Otherwise the delay in payment will be attributed to the contractor and contractor will be fully responsible for all the consequences.
 - (n) The University shall be entitled to deduct in accordance with Applicable Law, Income Tax at source (TDS) or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
 - (o) All the bank charges shall have to be borne by the contractor. PAN No. and Service Tax registration number must be indicated in the bill.

9. TERMINATION:

The University reserves the right to terminate the contract with a notice of 30 days to the Agency without assigning any reason. The Agency awarded the contract, if so desire, can terminate the contract by giving 3 (three) months' notice.

CONSEQUENCES OF TERMINATION

Upon termination, the Agency shall either immediately, or upon the date specified in the notice of termination:

- (a) cease to represent itself as a Tenderer of the University;
- (b) cease execution of all further Works, except for such Works as University may

specify in the notice of termination, which is in progress;

10. FORFEITURE OF DEPOSIT:

I- Earnest Money Deposit:

- a. In case the bidder to whom contract is awarded backs out, the EMD of Rs. 1,00,000/- of the Agency shall be forfeited.

II- Security Deposit:

- b. In case of breach of any terms & conditions attached to this agreement, The Security Deposit of the Service Provider / Agency shall be liable to be forfeited besides annulment of this agreement.

11. ARBITRATION:

- a) Any dispute, difference arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of this Agreement, in any manner whatsoever, shall be referred to a binding arbitration in accordance with The Arbitration and Conciliation Act, 1996.
- b) The arbitration proceedings shall be conducted by a Sole Arbitrator to be appointed by the Vice Chancellor of the University at the time of the dispute, whose award shall be reasoned and in writing and shall be final and binding on the Parties. The Arbitration proceedings shall be conducted in the English Language and the venue of arbitration shall invariably be at Allahabad-211002.
- c) Provided however, nothing contained in this Clause shall be deemed to prevent a party from approaching a Court of competent jurisdiction at Allahabad (UP) only for seeking interim relief prior to or pending arbitration.

12. GOVERNING LAW:

This Tender shall be governed by and construed in accordance with the laws of the India and the courts of ALLAHABAD, UTTAR PRADESH shall have exclusive jurisdiction, since Agreement has been executed by the Parties in Allahabad (UP).

13. FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by

reason of any floods, explosions, epidemics, quarantine restriction, act of God omissions or acts of public authorities including changes in law, regulations or policies of the Government, or other regulatory authority acts which are beyond the control of any Party (hereinafter referred to as the “**events**”), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the University as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

F. INTERPRETATION:

- a) Reference to the singular shall include reference to the plural and *vice-versa* and a reference to any gender shall include a reference to the other genders, except where the context otherwise requires.
- b) The Notes included in different parts of Tender shall form part of the Tender and shall be strictly adhered to by the Agency / Service Provider.
- c) The Schedules /Annexure to this Tender form part of this Tender and will be of full force and effect as though they were expressly set out in the body of this Tender. The provisions of this Tender and the Schedules and Annexures hereto shall be interpreted harmoniously and only if the provisions of this Tender cannot be interpreted harmoniously with the Schedules or Annexures or *vice-versa* on account of inconsistencies or ambiguities then the provisions of this Tender shall prevail over the Schedules.
- d) The Tender documents submitted by the Agency / Service Provider shall have binding force and shall be considered as a legally constituted agreement for all references.
- e) Reference to Agency / Service Provider shall mean Tenderers irrespective of the identity of the entity.

- f) Reference to any law or regulation having force of law includes a reference to that law or regulation, as from time to time, amended, modified, supplemented, extended or re-enacted.
- g) The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.
- h) The preamble and the recitals shall form integral part of this Agreement.

G. TECHNICAL BID EVALUATION

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

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

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

S.N	Technical Evaluation Criteria	Marks	Max Score	
1.	Relevant experience of providing Technical / Professional manpower	(a) In IITs /IIMS /NIT /Government Universities and similar level educational Institutions:	10 Marks	10 Marks
		(b) In reputed Govt /Semi Govt / Pvt Companies/Organisations	05 Marks	
2	HRIS solution	(a) Readily available & screen shots etc. provided:	10 Marks	10 Marks
		(b) undertaking to deploy with at the time of Work Order:	05 Marks	
3	Relevant experience of Senior Management (5 members) of agency	(a) >5 & ≤10 Years:	10 Marks	10 Marks
		(b) >11 & ≤15 Years:	20 Marks	
4	Positive net worth of the bidder (last financial year):	(a) 50 lacs to 100 lacs:	5 Marks	10 Marks
		(b) 101 lacs and above:	10 Marks	
5	ISO Certification	(a) > 5 years:	5 Marks	10 Marks
		(b) 5-10 Years:	10 Marks	

6	Average Audited Turnover in last 3 years	(a) 5 > 10 Crores:	10 Marks	20 Marks
		(b) 10 Corers and above:	20 Marks	
7	Numbers of years in operation	(a) > 5 Years:	5 Marks	10 Marks
		(b) 5 Years and above:	10 Marks	
8	Empaneled with NICSI		10 Marks	10 Marks
9	National presence (at least 5 States)		10 Marks	10 Marks
10	Total			100 Marks

*** Evaluation shall be done only on the basis of supporting documents submitted by the bidder along with technical bid for all above mentioned criteria.**

A Bidder should mandatorily secure a minimum of 60% marks (i.e. 60 marks out of total 100 marks) in Technical Evaluation in order to be a qualified bidder for being eligible for opening of financial bids.

The bidder who qualified in the technical evaluation stage shall be intimated for opening of financial bids.

The Bidder shall be required to submit self-attested copies of the relevant documents in support, in addition to the documentary evidences of other parameters, for being considered during technical evaluation.

A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures as above. The technical bid not meeting the Essential criteria/minimum or any other requirements as per the tender documents shall be rejected and their financial proposals will be unopened.

Registrar

SCOPE OF WORK**(Description of Job Work / Services Required)**

The details given here under are indicative only and the University reserves the right to change all and any as per the requirement of the University. The tentative details of Job Work, Manpower required, their educational qualification, and remuneration payable by UOA during the period of the contract shall be as under:

I. Consultation Services

S.No.	Work	Minimum Qualification & Experience for the manpower to be deployed
1.	Architectural and Works Planning and Consultancy	M.E. / M.Tech in Architecture / Civil with 5 years' experience in Consultancy
2.	Legal Consultancy	LLM or LLB with 60% from recognized University and at least 10 years work experience in relevant areas and minimum 5years experience in Legal consultancy
3.	Tax Consultancy (Income Tax, Service Tax, VAT, Custom Duty, Excise Duty etc.)	LLM or LLB with 60% from recognized University and at least 10 years work experience in Taxation / Qualified Chartered Accountant and minimum 5years experience in Tax consultancy
4.	Audit Consultancy	Qualified Chartered Accountant with 5 years' experience in Tax Consultancy or Retired CAG Official (Group-B) of age less than 65 years

II. Technical Services

S. No.	Work	Minimum Qualification & Experience for the manpower to be deployed
1.	Project Lab Technician	12 th Pass/ITI/Diploma or equivalent experience into relevant area
2.	Project Lab Assistant	B.Sc. with relevant subject (for Botany/Zoology/Physics/Chemistry department B.Sc. with Botany/Zoology/Physics/Chemistry or such) or equivalent

III. Ministerial & Secretarial Services

S. No.	Work	Minimum Qualification & Experience for the manpower to be deployed
1.	Office Assistant	Graduate (B.Sc. / B.A. / B.Com. / B.C.A. or equivalent) with proficiency in MS Office software.
2.	Stenographer- Hindi and English	Graduate + PGDCA and Stenography + Knowledge of English & Hindi Typing & Computer Application
3.	Data Entry Operator (18 Nos. of persons required)	<ul style="list-style-type: none"> Graduate from recognized Board or University with good command over English and Hindi Well conversant with computers and particularly well

		<p>trained in MS word and MS Excel language and MS power point.</p> <ul style="list-style-type: none"> Capacity to analyse and make written notes. Typing Speed English (35wpm) Hindi (30wpm)
4.	Multi Tasking Staff (MTS)	<ul style="list-style-type: none"> Non-Matriculate (Unskilled category)
10.	Age Criteria	Not below 18 years and maximum 60 yrs. in all categories
11.	Number of persons required	The number of persons required against each categories indicated above may vary as per requirement.
12.	Period	12 months
13.	Period within which the manpower is to be supplied	Within 7 days of award of contract

IV. University Works Department – Engineering Services

S.No.	Work	Minimum Qualification & Experience for the manpower to be deployed
1.	Project Engineer (Civil)	M.Tech./M.E. (Civil) with 5 years' experience or B.Tech./B.E. (Civil) with at least 10 years of in Construction Projects
2	Project Engineer (Electrical)	M.Tech./M.E. (Electrical) with 5 years' experience or B.Tech./B.E. (Civil) with at least 10 years of in Construction Projects
3	Asst. Project Engineer (Civil)	B.Tech./B.E. (Electrical) with 3 years' experience in construction projects
4	Asst. Project Engineer (Electrical)	B. Tech./B.E. (Electrical) with 3 years' experience in construction projects
5	Works Accountant	Post Graduate Degree in Commerce with specialization in Accounts & Taxation + 2 years of experience in works accounts with reputed Company/Firm/Organization

V. Information Communication Technology Services

S.No.	Work	Minimum Qualification & Experience for the manpower to be deployed
1.	Software Developer	B.Tech /B.E. / MCA with 3 years relevant experience (preferably in CS).
2.	Web Developer	B.Tech /B.E. / MCA with 3 years relevant experience.
3.	Technicians	Science Graduate with diploma in relevant subject.

VI. Student Services

S.No.	Work	Minimum Qualification & Experience for the manpower to be deployed
1	Coaches (part time and full time)	B.P.E.D. with two years of experience in national or state level university/collage /school as coach
2	Counselors (clinical psychiatrist)	Master's degree in Clinical Psychology or equivalent, Additional qualification in Mental health and

		Counseling is desirable. 3years experience in counseling young adults
3	Placement Professionals	MBA/PGDM (preferably in HR) from reputed University / University with 3 years of relevant experience

VII. Medical and Para-Medical Services

S.No.	Work	Minimum Qualification& Experience for the manpower to be deployed
1	Medical Officer (doctors, consulting physicians)	MBBS Degree from recognized university including completion of compulsory rotating internship. At least 3 years of experience in recognized larger hospital of State/Central/PSU/Autonomous bodies/ multi-specialty hospitals of good repute.
2	Nurse (staff nurses, matron, dresser cum compounder, physiotherapist, radiographer, lab assistants for clinical pathology centre)	Degree in nursing from recognized Institution/University. 4 years' experience in a hospital recognized by the Central/State Govt./ Medical Council in a lower grade.

Other Services

S.No.	Work	Minimum Qualification& Experience for the manpower to be deployed
1.	Public Relation & Publication	Degree / PG Diploma in Public Relation and Publication from reputed University / University and 3 years relevant experience
2.	Guest house manager	Degree/ Diploma in Hospitality Management with 3-year experience.
3.	Gym trainer	Graduate/Post Graduate Some fitness related certification / training / physical education degrees are a huge plus. Reebok /ACE/Nike certifications
4.	Professional Assistant	<ul style="list-style-type: none"> M. Lib., preference shall be given to NET qualified candidates with IT skills. Documenting and Cataloguing

Daily Wages Workers

S.No.	Task Worker	Minimum Qualification	Salary
1.	Highly Skilled	Post Graduate / Professional Degree + Experience	As per minimum Wage Act
2.	Skilled	Graduate / ITI Diploma Holder/ DCA + Experience	As per minimum Wage Act
3.	Unskilled	High School	As per minimum Wage Act

Note 1: The above list is illustrative not exhaustive.

Note 2: The no. of personnel and other criteria mentioned above may vary depending on prevailing situation.

Note 3: The selection of manpower shall be done by University on the basis of Profile of candidates obtained from the outsourcing agency.



TECHNICAL BID

(To be submitted in a separate sealed envelope)

For Providing of _____ to UOA, Allahabad

1.	Name of Tendering Agency with Registration No. & Date issued by appropriate authorities (Please enclose copy of certificate of registration)																					
2.	Do you possess trade license issued by Competent Authorities in India? If so, please enclose attested copy.																					
3.	Name of Proprietor																					
4.	Furnish following particulars of the Registered Office																					
	a. Complete Postal Address																					
	b. Telephone No.																					
	c. Fax. No.																					
5.	Furnish following particulars of the Local Branch Office. (if any)																					
	a. Complete Postal Address																					
	b. Telephone No.																					
	c. Fax. No.																					
6.	d. E-Mail Address																					
	PAN No. (Attach Attested Copy)																					
	Service Tax No. (Attach Attested Copy)																					
	TIN No. (Attach Attested Copy)																					
9.	Financial turnover for the last three financial Years. (Please attach copy of certificate by Chartered Accountant in original)																					
	<table border="1"> <thead> <tr> <th>Financial Year</th> <th>Amount (`In Lakhs)</th> <th>Remarks, if any</th> </tr> </thead> <tbody> <tr> <td>2015 - 2016</td> <td></td> <td></td> </tr> <tr> <td>2016 - 2017</td> <td></td> <td></td> </tr> <tr> <td>2017 - 2018</td> <td></td> <td></td> </tr> </tbody> </table>	Financial Year	Amount (`In Lakhs)	Remarks, if any	2015 - 2016			2016 - 2017			2017 - 2018											
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	2015 - 2016																					
	2016 - 2017																					
2017 - 2018																						
(Attach separate sheet if space provided is insufficient)																						
10	Give details of the major clients – Educational Institutes/Universities, Government Departments, Research Organizations, to whom same type of services have been provided by the bidder during the last five years in the following format.																					
	<table border="1"> <thead> <tr> <th>Sl. No</th> <th>Name & address of the client with details - Name of the contact person, telephone no., Fax no., e-mail id</th> <th>Name & quantity of the items sold</th> <th>Purchase Order/Indent No. & Date</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sl. No	Name & address of the client with details - Name of the contact person, telephone no., Fax no., e-mail id	Name & quantity of the items sold	Purchase Order/Indent No. & Date	Amount	1					2					3					
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	1																					
	2																					
3																						
(If the space provided is insufficient, a separate sheet may be attached)																						

11.	The agency should not have been black listed or banned by any Govt. Department, Government Organization, PSU, University, Autonomous University etc. A notarized certificate to this fact should be enclosed with techno-commercial bid as per Annex. V	
12.	Are you an ISO 9001: 2008 certified company? If so, please attach a copy of the certificate.	
13.	Please specify the minimum time required to start the job contract from the date of receipt of the Work Order	
14.	Additional information, if any (Attach separate sheet, if required)	
15.	Annexure VI to IX should accompany the Technical bid.	

Date

Signature of the Tenderer
Stamp



PRICE BID

(To be submitted in a separate sealed envelope)

Enquiry No. _____

DESCRIPTION OF SERVICE: Outsourcing of various Job Works / Tasks on Work Contract Basis through Deployment of Manpower and Supervision at work spots of the University.

Sl. No	Head	
1	Cost of Manpower	As per University Rules
2	EPF (Employer's Contribution) @%	As per Govt Rules
3	ESI @%	As per Govt Rules
4	Other Charges (if any) Specify	
5	Agency Overhead / Service Charge (upto a maximum of 5% inclusive of all charges/overheads etc. except Govt taxes, if applicable)	
	Total	

Date
Place

**Signature of the Tenderer
Stamp**

Note:

1. UoA, Allahabad is exempted from paying/collecting of Service Tax for certain services
2. Quote for "0.0" % /(NIL) consideration will be summarily rejected as per GOI Rules.

Price bid for each category of employee

(To be enclosed in a separate sealed envelope)

Outsourcing of Services of Data Entry Operators, Office Assistants, Office Helpers and Office Attendants in the University of Allahabad

1. Name of tendering Service Provider Company / Firm / Agency:

2. Rates / remuneration for each category viz. **Data Entry Operators, Office Assistants etc.** be quoted separately

Amount (In Rupees) (per person, per month)	Data Entry Operator	Office Assistant
*Basic Salary (In hand) should be as per minimum wages.		
EPF -		
*EPF Employer's Contribution		
*Employee's contribution		
ESI -		
*ESI Employer's contribution		
*Employee's contribution		
*Any other payment to Employee the agency wishes to include in the quote (please specify)		
*Service Charges / Administrative charges etc.		
*Service Tax		
*Total Rate		

Note:

1. The wage structure should be in conformity with the latest Minimum wages notified by Labour Department, Government of India.
2. Other charges, if any
3. Statutory liabilities as per applicable rates.
4. There should be no correction or overtyping in price / financial bid rate.

Signature of Bidder

Office seal

* Mandatory must fill in the columns.

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE

To

WHEREAS
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ` (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....
Seal, name & address of the Bank and address of the Branch

CERTIFICATE & DECLARATION

It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that UOA, Allahabad is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and/or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further UOA, Allahabad is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

I / We assure the University that neither I/We nor any of my/our workers will do any act/s which is improper/illegal during the execution in case the tender is awarded to us.

Neither I/We nor anybody on my/our behalf will indulge in any corrupt activities / practices in my/our dealing with the University.

Our Firm/ Company/ Agency have not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous University or Any other Govt. Organization.

Date
Place

Signature of the Tenderer
Stamp

Note: This certificate should be executed on duly notarized 100/- NJ Stamp Paper.

Undertaking from the Bidder

From:

M/s-----

(Tenderer)

To: The Registrar

University of Allahabad

Allahabad-211002

SUB: "Bids Outsourcing of various Job Works / Tasks on Work Contract Basis through Deployment of Manpower and Supervision at work spots of the University "

I/We hereby undertake that

- 1) We Have carefully examined the Tender Document; we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith Earnest Money Deposit for a value of ₹ 1,00,000.00 (Rupees One lakh) only, in the form of Demand Draft No.----- dated----- issued by-----, in favour of Finance Officer, University of Allahabad, Allahabad payable at Allahabad-211002.
- 3) We certify that we have carefully read each and every condition and the scope of work given in the Bid document and having understood the same we confirm our acceptance without any condition or deviation.
- 4) We agree to keep the Bid valid for a period of 180 days from the date of opening of Bid and it shall remain binding on us and may be accepted at any time before the expiry of that period.
- 5) Should this Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of the Bid document and in default thereof, to forfeit the earnest money deposit absolutely.
- 6) Unless and until a formal contract is prepared and executed, this Tender Document together with written acceptance of tenderer thereof shall constitute a binding contract between UoA, Allahabad and us.

Witness:

(Name & Address)

For and on behalf of Proprietor

(Seal & signature of the Company/Firm/Agency)

Date:

Name:

Seal:

Indemnity Bond

We, having a registered office at
....., have entered into a contract with UNIVERSITY OF ALLAHABAD, ALLAHABAD-211002, vide contract dated, to provide manpower on outsourcing basis at UNIVERSITY OF ALLAHABAD, situated at Allahabad-211002. We do hereby indemnify and keep harmless, UNIVERSITY OF ALLAHABAD, ALLAHABAD-211002, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the University by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time. We further undertake to indemnify and keep harmless, UNIVERSITY OF ALLAHABAD, ALLAHABAD against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract. We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the authorized bidder with seal



CONTRACT FORM

This AGREEMENT made the _____ day of _____, 2018 between UNIVERSITY OF ALLAHABAD, Allahabad-211002, (hereinafter called the University) and M/s.

address _____ (hereinafter called the Agency). WHEREAS the University is desirous to engage the Agency for providing manpower on service outsourcing basis and the University has accepted a bid by the Agency for the sum of _____ (Contract price in words and figures, hereinafter called the Contract Price)

Now this agreement witnesses as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract (Tender document) referred to.
2. The following documents shall deem to form and be read and construed as part of this Agreement viz:
 - a. Complete Tender Document
 - b. The Agency’s notification of award.
3. In consideration of the payments to be made by the University to the Agency, the Agency hereby covenants with the University to provide the services in conformity in all respects with the provisions of the Contract.
4. The University covenants to pay the Agency in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties above named have executed these presents in the presence of the Witnesses attesting hereunder on the dates and place mentioned herein below:

For and behalf of Agency

For and on behalf of UOA, Allahabad

Signature of the authorized
Name of the authorized official
Stamp/Seal of the Contractor

Signature of the Registrar
Name of the official
Stamp/Seal of the Contractor

WITNESSES:

1. (.....)

2. (.....)

