



No: CUJ/

जम्मू केंद्रीय विश्वविद्यालय

Central University of Jammu

राया-सूचानी (बागला), जिला सांबा-181143, जम्मू (जम्मू एवं कश्मीर)
(Bagla), District: Samba – 181143, Jammu (J&K)

Date: August 2019

e-Tender No.: 14/2019-20

**TENDER DOCUMENT
FOR
SUPPLY OF MULTI-TASKING SERVICES**



Last date and time to submit the bids : 11.09.2019 by 02.00 p.m.

Date and time of opening of technical bids at Campus Rahya-Suchani (Bagla), District Samba : 11.09.2019 by 03.00 p.m.

TERMS AND CONDITIONS

1. **Essential Documents:** The format for submission of technical bid is as follows:
 - a) Covering letter / Declaration as per Annexure A
 - b) Earnest Money Deposit (EMD) in the form of NEFT/RTGS/DD / FDR / Banker's Cheque pledged in favour of "*Finance Officer, Central University of Jammu*"
 - c) The profile and other details of the firm as per Annexure B
 - d) The agency must be registered with the following statutory authority and also furnish attested copies of the documents.
 - I. a) Registration certificate under:
 - (i) Contract Labour (R&A) Act, 1970.
 - (ii) Employees State Insurance (ESI) Office.
 - (iii) Employees Provident Fund (EPF) Commissioner under the Provident Fund Act or as per requirement by law
 - (iv) Income tax, GST, TIN and PAN number.
 - (v) Any other government authority as notified from time to time by Central / State Government.
 - II. Income tax return for 2016-17, 2017-18 and 2018-19 and GST for the period ending March 2019.
 - III. Copy of ESI / EPF payment for the financial year 2016-17, 2017-18 and 2018-19.
 - IV. Balance sheet audited by CA for 2016-17, 2017-18 and 2018-19.
2. **Experience:** The service provider must have minimum experience of 03 years of providing skilled manpower services to State / Central govt. / educational / research organization. Certificate(s) / Work Order / Letter of Intent by these organisations for having performed the work / service satisfactorily in the said State / Central govt. / educational / research organization must be attached. The service provider shall provide the reference list of the organization with contact address. The service provider must not have been blacklisted or debarred by any Government Organization / PSU etc. The Service Provider may furnish an undertaking to this effect on its letter head duly signed by authorized person of the firm / agency / Company.
3. The Service provider agency must have its registered office/well established office branch in Jammu. (Proof of existence such as rent agreement, certificate of incorporation etc. must be furnished).
4. **Availability of tender form:** The Bidder shall download the Tender Enquiry Document from the websites; www.cujammu.ac.in, <https://eprocure.gov.in/cppp> and <https://cujammu.euniwizarde.com> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case, the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
5. **Submission of tender:** Bids shall be submitted through online mode only at <https://cujammu.euniwizarde.com> Bidding process is online but Technical Bid [*filled in Annexure-A duly signed & stamp, commercial terms & conditions, EMD, relevant documents and Financial bid (indicating vehicle-wise price as mentioned in Annexure-B)*], must be submitted online only. Hard copy of Technical Bid in sealed cover (with respective marking superscripted in bold '**Tender for Supply of Furniture**') should also be sent by post to the "Registrar, Central University of Jammu, Rahya-Suchani (Bagla), District Samba – 181143 (J&K)" prior to bid opening date/time and the same must be uploaded online at <https://cujammu.euniwizarde.com> Tenders received late shall not be considered.
6. The bidder(s) are advised that they should regularly check the University website www.cujammu.ac.in, <https://eprocure.gov.in/cppp> and <https://cujammu.euniwizarde.com> as any change in terms and

conditions, specification, date etc shall be notified on the University website www.cujammu.ac.in, <https://eprocure.gov.in/cppp> and <https://cujammu.euniwizarde.com> only.

7. Intending bidders are advised to visit www.cujammu.ac.in, <https://eprocure.gov.in/cppp> and <https://cujammu.euniwizarde.com> regularly till closing date of submission of bid, for any corrigendum.
8. **Earnest Money Deposit (EMD):** The value of the Tender is approximately Rs. 1,20,00,000/- per annum. Hence, the Service provider shall furnish a Earnest Money Deposit (EMD) in favour of “Central University of Jammu,” issued by any Nationalized Bank or by State Bank of India or its subsidiaries for an amount of Rs.2,40,000/- (Rupees Two Lakh Forty thousand only) at the time of submission of Bid. EMD must be submitted through Net-banking/Debit/Credit card/ RTGS/NEFT/DD/FDR/ challans @ <https://cujammu.euniwizarde.com>. The Service Provider may please note that no interest shall be payable by CUJ on security deposit and earnest money deposit (EMD). The Service Provider / Agency shall be required to submit the EMD in the technical bid. The bid without EMD will be considered as non responsive and shall be outrightly rejected. EMD of the unsuccessful Service Provider / Agency shall be returned at the earliest after the expiry of final bid validity and latest by 30th day after the award of the contract.
9. **Performance Guarantee:** The EMD of the selected Service Provider agency will be refunded without interest on receipt of Performance Security which is Rs 7,00,000/- (Rupees Seven Lakh only) which the service provider / agency may provide in the form of Bank Guarantee or FDR or DD from any Nationalized Bank. Performance Security must be valid for at least two years and will be released without interest after successful completion of the term of tender.
10. **Turnover:** The Service Provider / Agency must have an Annual Average Turnover of not less than of Rs. 2 Crore each during the last three consecutive financial years 2016-17, 2017-18 and 2018-19 certified by a Chartered Accountant. The Service Provider / Agency should not have incurred loss in any two years during the last three years as on 31.03.2019.
11. **Conditions:** University reserves the right to accept or reject any bid without assigning any reason and reject all bids at any time, without thereby incurring any liability to the affected Service Provider / Agency or Service Provider / Agency of the ground for such action. University reserves the right to postpone or extend the date of receipt/ opening of rates / Quotations or to withdraw the same, without assigning any reason thereof.
12. Tender without required documents, incomplete in any form will be rejected outright. Conditional tenders will not be considered. Similarly Bids / Bidders quoting ‘Nil’ charges / consideration shall be treated as unresponsive and will not be considered. Tender containing false / misleading documents / information will be rejected and may also be liable for consequences for submitting false information.
13. The Central Purchase Committee may consider any bid, if feels that inadvertently certain required documents are not enclosed by the firm and the firm promises that the required documents obtained before the closing date of the tender will be furnished within stipulated time. The decision of the Central Purchase Committee will be final in this regard.
14. In case of failure of Agency to comply with the provisions of the terms and conditions, the Central University of Jammu reserves the right to award the contract to the next higher Service Provider / Agency or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the Service Provider / Agency.

15. The CUJ does not pledge itself to accept the lowest or any tender and reserve the right to accept the whole or any part of the tender or portion of the tender offered and Service Provider / Agency shall supply the same / execute the work at the rate quoted by them.
16. Whenever any claim for the payment of money arise out of or under this contract against the contractor, the University shall be entitled to recover such sum by appropriating, in part or whole the performance security or earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be, shall be deducted from any sum then due or which at the time thereafter may become due to be recoverable under this and any other contract with the purchaser. Should the sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the University on demand the remaining balance due.
17. In case the last date happens to be holiday, the last date and opening of bids will be undertaken on the next working day. The University reserve the right to extend / postpone the last date and time of the tender without assigning any reason.
18. Each page of the tender should be signed by the Service Provider / Agency and total number of the pages submitted should be mentioned. The person signing the proposal or any documents forming part of the proposal on behalf of another or on behalf of an agency shall be responsible to produce authority letter duly executed in his favour, stating that he has the authority to bind such other person or the agency as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said authority letter, his proposal shall be liable to summary rejection without prejudice to any other right of CUJ under the law. The proposal shall be filled in by the applicant service provider neatly and accurately. Any corrections or overwriting would render the proposal invalid. Conditional offers/ offers which are not in conformity to the prescribed document will be summarily rejected. The tender document must be duly signed and numbered on every page including annexures.
19. The University shall scrutinize the documents furnished by the firm and shortlist the firms on lowest quoted basis. The firms who have quoted as per the minimum wages (central) will be considered. Thereafter, before opening of financial bids, the committee may visit actual places of work of firms / agencies to ascertain the actual performance of the firm at field and recommend any firm starting from L-1 to L-2, L-3 etc after opening of financial bid. The short listed tender along with the documents will be submitted to the 'competent authority' and upon approval by the 'competent authority' the successful Service Provider / Agency will be intimated about the award of contract.
20. **Term of Contract:** The successful Service Provider / Agency on award of the contract should execute an agreement on Rs. 100/- non judicial stamp paper, with Central University of Jammu incorporating the terms and conditions. The successful Service Provider / Agency will be defined as contractor in the said agreement. The contract will be valid initially for a period of one year and on satisfactory performance it may be extended for further period at the same rate on mutual consent basis. The contract may be terminated by either party after giving written notice of not less than one month. The rates once accepted by University shall remain unchanged throughout the period of initial contract of one year, including any extended period at same rate and under same terms and conditions.
21. The terms and conditions contained in this tender notice shall form the part of contract agreement to be entered into by the successful Service Provider / Agency
22. **Sub-contract:** The agency shall not engage any sub-contractor or transfer the contract to any other firm / person. In the event of the contractor contravening this condition, the Central University of Jammu, shall be entitled to place the contract elsewhere on the contractors account at his risk and the contractor

shall be liable for any loss and damage, which the Central University of Jammu may sustain in consequence or arising out of such replacing of the contract.

23. **Execution of Contract:** In case the agency fails to execute the job / declines the offer of contract after or before signing the agreement or terminate the contract for whatsoever reason(s) before completion of period of contract at their own accord, the CUJ shall have the right to forfeit the EMD and Performance Guarantee deposited by the agency for the execution of the contract for the remaining period through some other agency.
24. **Legal Compliance:** The contractor shall take due care to comply with the provision of the Minimum Wages (Central) as per central govt rules, Contract Labour (Regulation & Abolition) Act, 1970 including all other legal obligations, like Policy Changes proposed by the Government or legal amendments from time to time, during the period of the contract. The wages of the engaged person shall revised as ad when the minimum wages (central) is revised by labour Commissioner (Central).
25. All existing statutory regulations both State & Central Governments shall be adhered to and complied with by the contractor and all records maintained thereof should be available for scrutiny by this office. The Contractor shall strictly comply with the terms and conditions of the agreement which will be executed with the successful contractor. Failure by the contractor to comply with such statutory requirements and / or the terms of the agreement during the period of agreement of deficiency in services shall result in termination of the contract and the performance guarantee deposit will be forfeited.
26. **Workers management:** Any personal engaged by the agency if found indulged / indulging in any unlawful or such other activity against the bonafide interests of the University or such activities will be immediately (within 120 minutes) disengaged by the Agency. Agency will be keep the University informed about legal/ police/ administrative action taken against such outsource persons. Agency shall be solely responsible for the conduct and behavior of persons deployed by the agency. To this effect the agency will have to put in place adequate supervisory manpower and monitoring mechanism.
27. The CUJ will not be responsible for any injury / loss of life of personnel deputed by the agency which may take place during the course of their deployment. In case of any mishap such as accident / incident, it is mandatory for the agency to take up and to follow-up with the legal / police authorities at its own level to the logical end.
28. The persons employed should work on all working days. The working hours will be from 9:30 a.m. to 5:30 p.m. daily. Under exceptional circumstances they may be required to work during non working days which will be duly compensated.
29. The contractor shall indemnify and shall keep this office indemnified against Acts of omission or negligence, dishonesty or misconduct of the men / women engaged for the work and this office shall not be liable to pay any damages or compensation to such person or to third party. All damages caused by the personnel shall be charged to the contractor and recovered from its dues / bills.
30. **Payment of Monthly Bills:** The billing cycle will be calendar month. The Agency shall submit the bill by 3rd of next month to process for release of payment. However, the Agency has to make payment to the workers on or before 7th of every month and payment of wages is not linked to the clearance of the bill by CUJ office. The agency will submit bill with following information and documents.
 - a) The wages of outsourced personnel for last month have been credited to their Bank accounts mentioning Bank account numbers and the details of payment. These details must be uploaded

by the Agency on its website. In case the Agency has no website the said details must be sent by mail / hand to this office in hard copy.

- b) ESI, EPF contribution, Service Tax and other statutory dues paid for the month of (previous month) deposited on date (copies of challans to be enclosed).
 - c) Undertaking that all statutory Labour Laws including Minimum Wages (Central) Act is being compiled with.
31. Service Provider will quote charge rates per person per month on monthly basis and on per call / day basis separately at financial Balance (Annexure D).
 32. GST / other taxes, levies etc at the rate applicable as per Govt of India rules shall be deducted from monthly payment of Bill.
 33. Payment to the Service Provider will be subject to provision of satisfactory service which may be certified by the Officers / Sectional Heads, where ever the persons have been engaged. The Agency will make payment to the staff on a monthly basis by the 7th of each month. The Performance of the outsourcing staff provided by the Service Provider will be reviewed periodically by a committee set up by Competent Authority & CUJ reserves the right to ask for suitable replacement in the place of persons whose performance are not satisfactory. The Service Provider is bound to supply suitable replacement within a week in such cases. In case the Service Provider fails to supply suitable replacement within a week a penalty of Rs. 1000/- (Rupees One thousand only) per week thereafter will be levied by CUJ
 34. Deduction of statutory dues from the payments to the staff provided and timely remittance thereof would be the sole responsibility of the Service Provider /Agency. If at any time it was found that the service provider has paid less than minimum wages at any point of time or has not remitted PF, ESI etc, the University reserves the right to forfeit Performance Security and disburse the dues out of the performance security. In such case, the service provider / agency has to furnish fresh performance security of the requisite amount.
 35. The Service Provider shall maintain / produce / the required records / documents as and when called for by the appropriate authority, as well as to CUJ to enable it to verify that the Service Provider is complying with statutory requirements with regard to GST, TDS, PF, ESI and other labour laws, from time to time.
 36. **Duties and Functions of Service Provider / Agency:** In performing the terms and conditions of the Contract, the Service Provider shall at all times act as an Independent Service Provider. The contract does not in any way create a relationship of principal and agent between CUJ and the Service Provider. The Service Provider shall not act or attempt or represent itself as an agent of CUJ. It is clearly understood and accepted by both parties that the Contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The employees of the Service Provider shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of the CUJ. There will no employer-employee relationship between CUJ and the persons engaged by the Service Provider. The persons deployed by the Agency shall neither claim nor shall be entitled to pay, perks and other facilities admissible to contractual or regular employees of the CUJ during the currency or after expiry of the contract. Service provider for its own benefit / record will submit an affidavit from the outsourced employees to the effect that this employment offered by the Agency is purely of temporary nature. Under no circumstances this employment will entitle the

employee for claims of Permanent employment, continuation or any other entitlements except mentioned in the contract.

37. The Service Provider shall provide a substitute well in advance if there is any probability of the functionary leaving the job due to his / her own personal reason. The payment in respect of the overlapping period of the substitute shall be responsibility of the service provider.
38. Manpower will be supplied by the Service Provider as per actual requirement which may vary on day to day or monthly basis (fresh requirement other than replacement), which will be informed to the Service Provider. The Service Provider is bound to supply the required manpower within a maximum of seven days. In case the Service Provider fails to supply manpower within a week, a penalty of Rs. 1000/- (Rupees One thousand only) per week thereafter will be levied by CUJ. In case of leave / absence of manpower, alternate arrangement will be made by the Service Provider.
39. Manpower Agency/Service agency will provide CUJ with a list of candidates along with CV / Bio-data for each position requisitioned and Proficiency Test may be conducted by CUJ if required to select a suitable candidate for the position. The Service Provider is bound to supply the services of the person selected by CUJ.
40. Verification of character and antecedents of the personnel through police authorities shall be conducted by the Service Provider / Agency before deployment of manpower to University.
41. The engagement of outsourced manpower in no case confers any right for continuation, extension of the contract, absorption or permanent employment in CUJ.
42. The personnel supplied by the Service Provider will be the employee of the Service Provider and there will be no master-servant relationship between the CUJ and personnel deployed. All the statutory liabilities and responsibilities will be that of the Service Provider and CUJ has no legal responsibilities on the same.
43. In case of any loss or theft of office property, equipments, furniture etc. attributable to the negligence of the agency personnel, as decided by the CUJ, it shall be made good by the agency and in the event of failure on their part to do so within a period of one month, the same shall be made good by the dues payable to the agency and if the amount of loss or damage exceeds the dues payable, the amount will be recovered from the security deposit.
44. **MTS Description & Services:** MTS will be paid minimum wages as per Labour Commissioner (central), Ministry of Labour and Employment, GOI (presently order dated 27-03-19) and the same will be revised from time to time as revised by the Government of India order. All outsourced persons will be screened by the University for engagement suitability.
45. **Disagreement:** In case of any disagreement or dispute between the first party (i.e. Central University of Jammu) and the second party (i.e. agency) arising out of or due to the terms and conditions of contract agreement, the Central University of Jammu shall have the discretion for settlement of such disputes by appointing a sole arbitrator and the award so made by the arbitrator shall be final and binding on both the parties. Jurisdiction shall be Jammu only, for any dispute.

Registrar

Encl:

Annexure-A: Covering Letter	(1 page)
Annexure-B: Declaration Form	(1 page)
Annexure-C: Technical Bid	(1 page)
Annexure-D: Financial Bid	(1 page)
Annexure-E: Authority Letter	(1 page)
Annexure-F: Documents to be provided after award of Contract	(1 page)

Schedule of e-Tender:

1.	Published Date	20.08.2019
2.	Bid Document Download / Sale Start Date	20.08.2019
3.	Bid Submission Start Date	20.08.2019
4.	Bid Document Download End Date	11.09.2019; 1355Hrs.
5.	Bid Submission End Date	11.09.2019; 1400Hrs.
6.	Bid Opening Date(Technical)	11.09.2019; 1500Hrs.
7.	Tender process fee (online mode)	Rs.5000 + GST
8.	EMD (online mode)	Rs.2,40,000.00

SERVICE PROVIDER / AGENCY’S COVERING LETTER

(To be printed on Agency’s Letter Head and submitted in Technical Bid)

To

The Registrar
Central University of
Jammu Samba-181143

Sir,

Ref: Tender no: _____

After examining the conditions of contract and specifications described you in Notice Inviting Tender, we the undersigned intend to offer our services for the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall provide the service s in accordance with, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance guarantee as per the conditions mentioned in the contract. We agree to abide by this bid for a period of 60 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal agreement is prepared and executed, this bid together with its written acceptance thereof in the notification of award shall constitute a binding contract between both the parties.

Bid is properly prepared, sealed and submitted so as to prevent any subsequent alteration or replacement.

Dated thisDay of(The month and year)

Signature of Authorized Signatory
In capacity of Duly authorized to sign the bid for and on behalf of.....

The cost of bid document: Rs...../-... Crossed D.D.no.dated
..... Drawn on Bank:.....

DECLARATION BY THE SERVICE PROVIDER

(To be printed on Agency's Letter Head and submitted in Technical Bid)

1. I,..... Son / Daughter / Wife of Shri.....
..... Proprietor / Partner / Director / Authorized signatory of M/s.
..... and competent to sign this Declaration and execute this tender
document on behalf of agency.

2. I have carefully read and understood all the terms and conditions of the tender and hereby
convey my acceptance of the same.

3. The information / documents furnished along with the above application are true and authentic
to the best of my knowledge and belief. I / We, am / are well aware of the fact that furnishing of
any false information / fabricated document would lead to rejection of my tender at any stage
besides liabilities towards prosecution under appropriate law.

Signature with date & seal of the agency :

Name of the applicant :

Designation :

Technical Bid*(To be filled by the agency and must be submitted to CUJ only with the technical bid)*

Sl. No.	Particulars	Details (if yes, furnish number)	Appendix No. (attached in bid at Page No.)
i	Name of the Firm / Agency:	M/s.	
ii	Status of the Firm / Agency: (Proprietorship / Partnership / Joint Stock Co. etc)		
iii	Address:		
	a) Office:		
	b) Residence:		
iv	Telephone / Mobile No. / E-mail address / Website address		
v	Name of the Proprietor / Partner / Director		
vi	Documentary Proof of :		
	a) Valid Registration with State sale tax authority, certificate No.	Yes / No	
	b) Proof of incorporation inception of agency for supply of manpower / valid labour license	Yes / No	
	c) EPF registration proof	Yes / No	
	d) ESI registration proof	Yes / No	
	e) TIN / PAN No.	Yes / No	
	f) Income tax return for 2016-17, 2017-18 & 2018-19	Yes / No	
	g) Balance sheet for 2016-17, 2017-18 & 2018-19	Yes / No	
	h) Service Tax clearance certificate for the period ending 31.03.2019	Yes / No	
	i) Experience certificate from Government / Semi Govt. / PSU where the agency has supplied a group of more than 10 persons at a time for housekeeping and general services	Yes / No	
	j) Annual turnover for financial year 2016-17		
	k) Annual turnover for financial year 2017-18		
	l) Annual turnover for financial year 2018-19		
vii	Earnest Money Deposit (EMD) details		
	a) Amount of Earnest money		
	b) Name of the Drawer and Drawer Bank		
	c) No. and Date of the Bank Draft		
viii	Details of the demand draft & amount (in case of document downloaded from our website).		

Declaration: I hereby certify that the information furnished above is true and correct to the best of my / our knowledge. I understand that in case any deviation is found in the above statement at any stage, I / we will be blacklisted and will not have any dealing with the University in future.

Signature with date & seal of the agency :

Name of the Applicant :

Designation :

FINANCIAL BID

Quotation for Multi-tasking manpower for the Central University at Jammu city (class B city) and University Campus at District Samba (class C city)

Amount quoted enclosure: (To be filled by the agency & to submit to CUJ along with Financial bid)

Minimum Wages (central) shall be paid by the firm as per the order issued by the Labour Commissioner (central), Ministry of Labour and Employment, GOI (presently order dated 27-03-19) and the same will be revised from time to time as revised by the Government of India order.

Wages details	Rate in rupees per person per month for	
	MTS (like Gardner, Plumber, Driver, Peon, Office Attendant, Electrician etc)	
	B city	C city
1) Basic Wages (per day) presently as per GoI order dated 27-03-19	437	350
2) V.D.A. per day on wages (1) presently as per GoI order dt 27.03.2019	50	40
3) EPF presently @ 12% per day wages (1+2) as revised by GoI from time to time	58.44	46.8
4) Admin charges @ 5% of PF (3) as revised by GoI from time to time	2.92	2.34
5) Employees Deposit Linked Insurance (EDLI) presently @ 1% (1+2) as revised by GoI from time to time	4.37	3.50
6) ESI presently @ 3.25% per day wages (1+2) as revised by GoI from time to time	15.82	12.67
7) GST presently @ 18% per day (1-6) as revised by govt from time to time	102.33	81.95
8) Sub-total (Per day wages)	671	537
9) Wages for 30 days	671 x 30 = Rs 20,126/-	537 x 30 = Rs 16,117/
10) Charges of firm per person per month (<i>to be quoted by the Firm</i>)	Rs/- _____ In words _____	

(in case of any ambiguity, amount of financial bid quoted in words shall be taken as final)

*If a person(s) is required on per call basis, payment per day will be made by adding Basic wages and VDA (1+2)

Signature with date & seal of the agency :

Name of the Applicant :

Designation :

AUTHORITY LETTER FOR ATTENDING OPENING OF BID

Tender no: _____

To

The Registrar
Central University of Jammu
Samba 181143

Subject: Authorization for attending bid opening on.....(date) in the Tender no.
.....for multitasking manpower for the CUJ.

Sir,

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of..... (Service Provider / Agency) in order of preference given below.

Order of Preference	Name	Specimen Signature
1.		
2.		

or

Officer authorized to sign the bid documents on behalf of the Service Provider / Agency.

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL SERVICE PROVIDER
AFTER AWARD OF TENDER BUT BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by service provider for deployment in CUJ containing full details i.e. date of birth, marital status, address, educational qualification, photo ID Card provided by the security service provider etc.
2. Bio-data of all persons.
3. Any other document considered relevant

DRAFT SPECIMEN AGREEMENT

This Agreement is made on _____ by and between the **Central University of Jammu**, (hereinafter to be referred as 'CUJ') a statutory body established under Central Universities Act, 2009 (Act no. 25 of 2009) read with Central Universities (Amendment) Act, 2009 (Act no. 38 of 2009), having headquarters at Rahya-Suchani (Bagla), District Samba, Jammu, J&K-181143, & acting through its Registrar, expression of which shall unless be excluded by or repugnant to the context be deemed to include its successors-in-interest and assigns.

And

..... (name & address of the firm) (Hereinafter called the 'Firm') which term shall include its authorized representatives, assignees etc.

Whereas the CUJ has invited tenders for supply of multi tasking outsourced persons from Service Provider / Agency vide Tender No..... dated.....to work at any of its campuses, hostels or designated places.

Whereas the Firm has offered to provide the services at the rates mentioned in its financial bid no..... dated..... as per terms and conditions mentioned in the said tender

Whereas the CUJ vide its award letter no..... dated..... has accepted the offer made by the firm attached as Annexure A.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES CUJ AND FIRM HAVE AGREED TO REDUCE INTO WRITING THEIR AGREEMENT IN THE MANNER SET OUT THEREIN AS FOLLOWS:

1. This agreement shall come into force w.e.f.(date)..... and will remain in force for a period for one year but can be terminated by CUJ by giving one calendar months' notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms for another term(s) .
2. The firm shall be responsible for providing multi tasking persons at CUJ campuses, Hostels etc as per rate mentioned in the Award Letter.
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the CUJ shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at CUJ premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The CUJ shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the CUJ.

7. The manpower deployed by the Agency should work as per the working days and timings of the CUJ.
8. The firm will raise a bill only after making payment to the manpower i.e. on 7th of each month and the payment will be released by the CUJ through RTGS / PFMS / IMPS / NEFT to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challans along with list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
9. The firm shall issue identity card to each of the workers engaged for entry into CUJ premises and shall ensure the successful implementation of the terms and conditions of the agreement. In case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, CUJ may cancel the contract.
10. The Firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act, 1970, workmen's Compensation Act, 1923, E.P.F., E.S.I. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the CUJ on account of any failure to comply with the obligations under various laws or damage to CUJ due to acts/omissions of Firm.
11. It is also agreed that under no circumstances, the volunteers and/or the employees/workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the CUJ and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the CUJ against any claim that it may have to meet towards the employees / workmen of the Firm. Firm's employees / workmen shall have no claim to absorption / regularization and financial benefits etc. that are admissible to regular employees in the office of CUJ.
12. The contract is subject to the conditions that the firm shall comply with all the laws and byelaws of Central Govt. / State Govt. as applicable relating to this contract.
13. In case of any loss or damage to the property of the CUJ at which is attributable to the firm, the full damages will be recovered from the firm as decided by CUJ.
14. The Firm shall not transfer its right or sub- contract to anyone else.
15. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
16. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
17. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the Firm and not by CUJ in any manner.
18. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by her/him shall be restored by the contractor within 24 hours of its bringing to his notice.

19. The firm shall provide a Co-ordinator for immediate interaction with the organisation.
20. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
21. All clauses, terms and conditions of the tender shall form part of this agreement and therefore attached as Annexure B

In the event of any claim, dispute or controversy arising out of or in relation to this MoU, including any dispute with respect to the existence or validity thereof, the interpretation thereof, the activities performed hereunder or the breach of this MoU, the parties shall endeavour to settle the same amicably by negotiation., Any claim, dispute or controversy which cannot be resolved by negotiation, any Party may refer the claim/ dispute to be settled through the provisions of the J& K Arbitration and Conciliation Act, 1997 and the rules made there under and any statutory modification and re-enactment thereof shall be deemed to apply and to be incorporated in this MoU.

Authorised Signatory

(Name & Address of the firm)

Registrar

Central University of Jammu

Witnesses:

1. _____

2. _____

Witnesses:

1. _____

2. _____

PROFORMA FOR CHECKLIST DOCUMENTS

SN	Particular	Reply	Pg. no. of Document
1	Name of the Agency		
2	Detail of Earnest Money Deposit Amount..... DD No. Date..... Bank.....		
3	Date of Incorporation or registration of the Agency (Copy of Registration Certificate)		
4	Office address of the Agency including Phone No. of Persons to be contacted		
5	Whether registered with all concerned govt. auth. ESI/EPF/Service Tax/ Labour Commr./S. Tax etc.)		
6	PAN Number of the Agency (Copy to be enclosed)		
7	Service Tax Registration Number (Copy to be enclosed)		
8	An Affidavit attested by Notary on a Stamp paper of appropriate value to this effect, that company has not been blacklisted or banned for their business dealings with Government Departments.		
9	Experience in dealing with Educational Institutions. (Copy of work order or relevant documents to be enclosed).		
10	List of other clients		

Signature of the authorized signatory of the Service Provider / Agency with seal of the Firm

INSTRUCTIONS TO BIDDERS FOR E-TENDER:

Special Instructions for e-Tender. Submission of online Bids is mandatory for this Tender.

For conducting electronic tendering, CUJ is using the portal <https://cujammu.euniwizarde.com> of M/s ITI Ltd, a Government of India Undertaking.

1.0 Tender Bidding Methodology:

The offer should be submitted through e-tendering mode in the website <https://cujammu.euniwizarde.com> containing two e-bid viz. Technical and Financial Bid. The Bids will be uploaded along with all signed and scanned documents those are required for particular tender.

.Digital Certificate:

It is mandatory for all the bidders to have class-III Digital Signature Certificate – Signing + Encryption (in the name of person who will sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering.

2.0 Registration:

To participate in the e-tendering submission, it is mandatory for applicants to get registered their firm/company in e-tendering portal of ITI. <https://cujammu.euniwizarde.com> to have user ID & password from M/s ITI Ltd., The Annual registration charges for vendors/suppliers are Rs.2000/+18%GST-per annum (Pay Online). The procedure for the registration is as under:

1) Go to the website <https://cujammu.euniwizarde.com> In the home page, click on “Registration”

2) In the Vendor Registration form, vendor has to fill up the all mandatory applicant details. After submission of registration form, you will get the verification link on your registered mail id, after verification you log in your account with your user id and password and complete the all activity related to registration etc. Document uploading, paid registration fee, after completion of registration payment, you need to send your acknowledgement copy on our held desk mail id helpdeskeuniwizarde@gmail.com ewizardhelpdesk@gmail.com for activation of your account.

3.0 SEARCHING FOR ONLINE TENDER DOCUMENTS

There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc.

Once the bidders had selected the tenders in which they are interested, bidder can pay the processing fee **Rs. 5900.00 (NOT REFUNDABLE)** by Net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fees, tenders will be moved to the respective “Register” Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

Please feel free to contact ITI Helpdesk (as given below) for any query related to e-tendering.

1. **Helpdesk landline No: 011-49606060**
2. **Mr. Varun Tomer +919205898229**
3. **Mr. Birendra Kumar +919205898228**