



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY
Sector 16C, Dwarka, New Delhi – 110078

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REGISTRAR
GGSIU

NOTICE INVITING TENDER FOR PROVIDING MANPOWER (CLERICAL & NON CLERICAL) SERVICES THROUGH OUTSOURCING

Sealed tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide suitable trained Manpower (Clerical & Non Clerical) Services through outsourcing in Guru Gobind Singh Indraprastha University at Sector 16 C, Dwarka, New Delhi – 110078 & Kashmere Gate, Delhi 110 006 for the year 2014-15

Details for applying for tender and terms and conditions may be seen at www.ipu.ac.in

Name of Work	Providing Manpower (Clerical & Non Clerical) Services
EMD	Rs. 1.00 lacs in shape of Demand Draft in favour of the Registrar, GGSIPU
Time allowed	24 months
Cost of Tender Document	Rs.500 /- (Rupees Five hundred only) Non Refundable, in the form of Demand Draft drawn in favour of the Registrar, GGSIPU to be submitted alongwith the tender.
Date of release of tender	20.06.2014
Last date of Receipt of tender	11.07.2014 upto 12:30 PM

**REGISTRAR
GGSIP University**



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY
Sector 16C, Dwarka, New Delhi – 110078

NIT FOR OUTSOURCING OF MANPOWER (CLERICAL & NON CLERICAL)
SERVICES

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present tender is being invited for Manpower (Clerical & Non Clerical) Services under which the contractor shall provide trained personnel and will use its best **endeavors** to provide Manpower (Clerical & Non Clerical) Services through outsourcing in the University as specified in the SCOPE OF WORK, in GGS IP University Campuses at Sector 16 C, Dwarka, New Delhi – 110078 & Kashmere Gate, Delhi - 110006.

2. ELIGIBILITY CRITERIA:-

- 2.1 All agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs. 1.00 Crores during the last three financial years in the books of accounts.
- 2.2. The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities during the last 3 years as follows:
 - (a) Three similar completed works costing not less than Rs.15.50 lacs or
 - (b) Two similar completed works costing not less than Rs. 20.40 lacs or
 - (c) One similar completed work costing not less than Rs. 25.00 lacs
 - (d) Annual average turnover during last 03 years.

3. QUALIFICATION OF THE BIDDERS:-

- 3.1. The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatory of the bid to commit each member of the Partnership/ Consortium/Joint venture.
- 3.2.(a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.
 - (b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;
 - (c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- 3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

- 3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under Income Tax Act.
- 3.5. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the GGSIP University subsequently finds to the contrary, the University reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 3.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

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

6. TENDER DOCUMENTS:-

6.1. Contents of Tender Documents.

- 6.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Manpower (Clerical & Non Clerical) Services through outsourcing. The Tender document comprises of:
 - (a) Notice of Invitation of Tender. (Annexure-I)
 - (b) Terms and Conditions. (Annexure-II)
 - (c) Tender form for Manpower (Clerical & Non Clerical) Services (Annexure-III)
 - (d) Undertaking (Annexure-IV)
 - (e) Form of Agreement (Annexure-V)
 - (f) Breakup of quoted amount (Annexure-VI)

- 6.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- 6.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

6.2. CLARIFICATION OF TENDER DOCUMENT:-

- 6.2.1. The bidder shall check the pages of all documents against page number given in index and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of the Registrar, GGSIP University.
- 6.2.2. Except for any such written clarification by the University, which is expressly stated to be an addendum to the tender document issued by the Officer of the Registrar, GGSIP University, no written or oral communication, presentation or explanation by any other employee of the University shall be taken to bind or fetter the University under the contract.
- 6.2.3. Except of any such written clarification by the University, which is expressly stated to be an addendum to the tender document issued by the Office of the Registrar, no written or oral communication, presentation or explanation by any other employee of the University shall be taken to bind or fetter the University under the contract.

7. PREPARATION OF BIDS:-

7.1. Language.

The bids and all accompanying document shall be in English.

7.2. Documents Comprising the Bid.

Tender document issued for the purposes of tendering as described in Clause 6.1 and any amendments issued shall be deemed as incorporated in the Bid.

- 7.2.1. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid. The bidder shall submit the technical bid in sealed envelopes clearly marked with the name of the Tender.
- 7.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be attached to acknowledge the acceptance of the same.
- 7.2.3. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 1.00 lacs in the form of an Account Payee Demand Draft (DD), in favour of **Registrar, GGSIPU** along with the Tender document.

- 7.2.4. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2. (a)(b) and (c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Manpower (Clerical & Non Clerical) Services through outsourcing.

7.3. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

7.5. Currencies of Bid and Payment:-

- 8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

7.6. Duration of Contract:-

The contract shall be valid initially for **two year** and the Department reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond two years from the date of completion of project.

7.7. BID SECURITY:-

- 7.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs. 1.00 lacs** in the form of an Account Payee DD, in favour of **Registrar, GGSIPU** along with the technical bid. The Bid Security will be retained with the University for a period of Ninety days beyond the final bid validity period and University is not liable to pay any interest on the bid security, so retained.

- 7.7.2. Any Tender not accompanied by Bid Security shall be rejected.

- 7.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 60th day after the award of the contract.

- 8.7.4 Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

- 7.7.5. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department.

7.8. Format and Signing of Bid:-

- 7.8.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 7.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the

bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

- 7.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the University, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

8. Submission of Bids:-

- 8.1.1. **Scanned copies of all the required documents as specified in Annexure VI & V of tender document are to be uploaded and original DD/P.O for EMD (Bid security) as well as attested copies of all other documents shall be deposited in the box placed in Room No. 115, Admn. Block, GGSIP University, Sector 16 C, Dwarka, New Delhi-110078 for the same before 12:30 P.M. hours on the day of opening of technical bid, i.e, 11.07.2014 failing which their bids shall not be opened. The Financial bids will be opened at 3:30 PM on 17.07.2014 of the successful agencies, who qualifies in the Technical Bid in the University's Office by the Committee constituted for the exercise. Shortlisted bidders or their authorized representatives can be present at the time of opening of Financial Bids (3.30 PM) on 17th July, 2014.**

The rate in accordance with the provisions of Minimum Wages Act, Contract Labour Act & other statutory provisions like Provident Fund Act, ESI etc. are depicted in the Schedule of Rates and only **Service Charges (Contractor's profit & OH charges) are to be filled up by the Contractor (only in percentage)** (in terms of % of total monthly wages bill excluding mandatory charges). **"If a firm quotes 'NIL' Supervision Charges (contractor's Profit & OH Charges), the bid shall be treated as unresponsive and will not be considered"**.

- 8.1.2. The sealed cover of Technical Bid should consist of the following documents:-

- (a) Bid Security (Earnest Money Deposit) for an amount of **Rs. 1.00 lacs** in the form of an Account Payee DD, in an acceptable form in favour of **Registrar, GGSIPU**;
- (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (c) Self attested copy of PAN No. card under Income Tax Act;
- (d) Self attested copy of Service Tax Registration Number;
- (e) Self attested copy of Valid Registration No. of the Agency/Firm;
- (f) Self attested copy of valid Provident Fund Registration Number;
- (g) Self attested copy of valid ESI Registration Number;
- (h) Self attested copy of valid License and Number under Contract Labour Act and under any other Acts/Rules;
- (i) Proof of Average Annual turnover as stated supported by audited Balance Sheet;
- (j) Proof of experience as stated supported by documents from the concerned organizations;

- 8.1.3. All the sealed covers shall be addressed to the **Registrar, GGSIPU** and will be put in the Tender Box which is available in room no. 115, Admn. Block, GGSIPU, Sector-16 C, Dwarka, New Delhi – 110 078.

- 8.1.4. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

Designation of the Authorized Officer : Registrar

Address of the Department : GGSIPU, Sector- 16 C, Dwarka ,New Delhi-78

8.2 Late and Delayed Tenders:-

- 8.2.1. Bids must be received in the University at the address specified above not later than the date and time stipulated in the NIT. The Department may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the University and the Bidder will be the same.
- 8.2.2. Any bid received by the University after the deadline for submission of bids, as stipulated above, shall not be considered.

9.1 Bid Opening and Evaluation:-

- 9.1.1. The authorized representatives of the University will open the Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- 9.1.2. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
- 9.1.3. Conditional bids will also be summarily rejected.
- 9.1.4. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.
- 9.1.5. If a firm quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will not be considered.

9.2 Right to accept any Bid and to reject any or all Bids:-

- 9.2.1. GGSIPU, is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 9.2.2. GGSIPU, may terminate the contract if it is found that the agency is black listed on previous occasions by the any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 9.2.3. GGSIPU, may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement within the time frame as stipulated in the document.

10.1 Award of Contract:-

- 10.1.1. GGSIPU, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

- 10.1.2. GGSIPU, will communicate the successful bidder by Letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which University will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 10.1.3. The successful bidder will be required to execute a contract agreement in the form specified in **Annexure- V** within a period of 10 days from the date of issue of Letter of Offer.
- 10.1.4. The successful bidder shall be required to furnish a Performance Security within 10 days of receipt of 'Letter of Offer' for **an amount ten per cent of the total value of the contract) in the form of an Account Payee DD, in an acceptable form** in favour of Registrar, GGSIPU. The Performance Security shall remain valid for a period of Ninety days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- 10.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.
11. The requirement of manpower can be increased or decreased at any later stage depending upon the actual requirement of GGSIPU.
12. The contractor shall provide a non- judicial stamp paper of Rs.100/- for preparing a Contract Agreement.
13. The contractor shall comply with the legal requirement for obtaining License under Contract Labour (R&A) Act, 1970.
14. The agency staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission of the supervisory Head of the Branch/Officer concerned of his place of duty.
15. The agency shall be responsible to provide immediate replacement to take place of any worker/labour, who is not available for duty at the place of posting and such other additional staff as may be required for additional duty for which prior intimation will be given, failing which the suitable replacement shall be arranged by the University itself which the Contractor will have to take on its strength.
16. The agency staff shall work under the overall supervision and direction of the Universities Administration.
17. The agency shall also be responsible for compliance of all relevant provision of labour laws including payment of minimum wages and to provide all the benefits viz. P.F., ESI etc. to eligible Manpower (Clerical & Non Clerical) Staff engaged by the contractor. The workers are not entitled to any type of bonus, as the bonus act is not applicable in the Educational Institute.
18. The department shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his/ her duties.

19. The Agency staff shall carry out such other duties as are entrusted to them from time to time.
20. The agency shall provide labours / Graduate Clerks whose minimum age shall be 18 years and maximum 50 years having sound health and sufficient experience in the related field. The Graduate Clerks should have sufficient knowledge of computer operation/accountancy /minimum speed of shorthand with 80 words per minute.
21. The workers deployed through outsourcing agencies are entitled for the leave under Shop and Estt. Act.
22. The agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.
23. The tenders not conforming to these requirement will be rejected and no correspondence there of shall be entertained whatsoever.
24. Performance Evaluation:-
 - a. The quality assurance of the Manpower (Clerical & Non Clerical) Services through outsourcing should be ensured regularly or (Daily, weekly, fortnightly or monthly depending upon the discretion of the Principal Employer or any officer duty authorized by him) on the basis of periodical reports furnished by the contractor.
 - b. The Contractor and all his staff deployed for Manpower (Clerical & Non Clerical) work will work under the supervision of the Principal Employer.
 - c. Appropriate records in reference to above shall be maintained by the Contractor at his own cost.
25. The Contractor shall have to provide any additional personnel for allocating any additional duty arising out as per the circumstances directed by the Principal Employer or any Officer authorized by him in addition to those duties /personnel covered in this contract with the same amount of the contract.
26. Antecedents of the staff as deployed by the Manpower Provider agencies shall be got verified from the Delhi Police at agency's cost and the photocopies of the related documents verifying the antecedents shall be submitted to the GGSIPU while deputing the said staff for duty.

Signature of the Pr. Employer

(Designation)



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY
Sector 16C, Dwarka, New Delhi – 110078

TERMS AND CONDITIONS OF MANPOWER (CLERICAL & NON CLERICAL)
SERVICES CONTRACT

TERMS AND CONDITIONS

1. The Principal Employer reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventuality Principal Employer further reserves the right to get the work done from open market or through some other agencies. Contractor will be black listed in the department for participating in such type of tender & his performance security deposit shall also be forfeited.
2. Any person who is in Government Service or an employee of the University should not be made a partner to the contract by the contractor directly or indirectly in any manner whatsoever.
3. In every case in which by virtue of the provision of the workman's compensation Act, the Government of India/Government of Delhi is obliged to pay compensation to such person employed by the contractor in execution of the work; the University will be entitled to recover from the contractor the amount of compensation so paid.
4. The Contractor shall Indemnify the University against all other damages/charges and expenses for which the University may be held liable or pay on account of the negligence of the contractor or his workers or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
5. The contract is awarded for a period fromtoand after the expiry of the said period of contract may be extended on mutual consent on the same rates and terms and conditions at the discretion of the Principal Employer of at the terms settled mutually in writing.
6. The Principal Employer reserves the right to terminate the contract without assigning any reason by giving to the contractor one calendar month's notice of its intention to do so and on the expiry of the said period of notice, the contract shall come to an end without prejudice for any right of remedy that may be accused to other party by reason of any incident which of any terms thereof such notice may be signed on behalf of Registrar, GGSIPU by any of the officers.
7. If any information furnished by contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the performance security deposit is liable to be forfeited by the Principal Employer.
8. In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the system immediately.

- (a) In case any of contractor's personnel (s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of Manpower (Clerical & Non Clerical) staff absent on that particular day shall be levied by the University and the same shall be deducted from the contractor's bill.
 - (b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 8 (a) above shall be levied..
9. In case the Contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any term and condition of the contract, University reserves the right to impose the penalty as detailed below:-
 - a. 2% of cost of order/agreement per week, upto 4 weeks delay.
 - b. After 4 weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job carried out through other agencies. The defaulting contractor will be black listed as per clause stated in (1) above and difference if any, will be recovered from the contractor.
 - c. The performance security deposited by the contractor shall be forfeited.
10. The individual signing the quotation form or any document forming part of the contract on behalf of another or on behalf of a partnership firm, consortium or a joint venture shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such person or the firms as the case may be in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said Power of Attorney within a reasonable time the University may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all costs and damages. In case any person signing the agreement on behalf of a partnership firm, consortium or a joint venture he will produce letter of authority/resolution passed by the company empowering him to sign the agreement on behalf a partnership firm, consortium or a joint venture
11. The contractor has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Fund Commission and Employees State Insurance corporation or other local bodies as per the existing rules or as amended from time to time.
12. In case of any violation of statutory provision under labour laws/Income Tax or Service Tax on behalf of the contractor there will not be any liability on Principal Employer.
13. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and conditions of the contract, agreement, or otherwise the matter shall be referred to the arbitrator as appointed by the Board of Management, GGSIPU. Courts at Delhi/New Delhi shall have jurisdiction in connection with any dispute/litigation arising out of this contract.
14. The contractor shall seek instructions from Pr. Employer or other officer authorized by him for the purpose hereinafter referred to as Authorized Officer.
15. The contractor shall be responsible for the Manpower (Clerical & Non Clerical) Services in the premises of the University as laid down in the agreement.
16. The contractor and his/her workers shall ensure, good behavior with all the staff in the University as well as with the visitors to the University. They shall abstain from taking part in any staff union and association activities.
17. The University shall not be liable to provide any residential accommodation to the Manpower (Clerical & Non Clerical) personnel. No cooking or lodging shall be allowed in premises of the University.

18. The Manpower (Clerical & Non Clerical) through outsourcing staff shall be bound to observe all the instructions issued by the University concerning general discipline and behavior. In case, any person employed by the contractor is inefficient, quarrelsome, infirm, invalid or indulges in an unlawful activity or the like, the contractor shall replace such person with a suitable substitute at the request of the University in light of the provisions referred in clause 31 and 35.
19. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI Delhi Shops and Establishment Act, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts in additions to the provision that contractor shall comply with all legal requirement for obtaining license under the Contract Labour (R&A) Act, 1970 at its own cost. In case of violation of such statutory provisions under Labour Law by the contractor, there will not be any liability on Principal Employer and the contract will be liable for termination.
20. The University shall not be responsible financially or otherwise for any injury to the Manpower (Clerical & Non Clerical) personnel in the course of performing the functions.
21. The contractor shall not be permitted to transfer their rights and obligations under the contract to any other organization or otherwise.
22. Principal Employer has the absolute right to terminate the contract at any time without assigning any reason thereof. Principal Employer will also have the right to extend the contract at the same terms and conditions until such time, the new Manpower (Clerical & Non Clerical) agency takes over in case fresh tendering is required to be reported.
23. In case the contractor wants to terminate the contract, he shall have to give three months notice in advance in this effect.
24. In case of breach of any of the terms of agreement, the performance security deposits of the contractor is liable to be forfeited. Any sum of money due, is payable to the contractor including the security deposits refundable to him under the contract, can be appropriated by the principal employer against any amount which the contractor may owe to the University.
25. Any other provision as advised by the principal employer shall be incorporated in the agreement. The same shall also be binding on the contractor.
26. None of the employees of the Contractor shall enter into any kind of private work at the different campuses of the University during working hours or otherwise, failing which penalty as stipulated in clause 8 (a) of Annexure II shall be imposed, without giving any notice. The amount of penalty shall be deposited by the contractor immediately with DDO of the GGSIPU, New Delhi – 75 or will be deducted from the monthly bills.
27. The Contractor shall maintain complaint Book which will be made available to the supervisory staff of the University.
28. The Contractor/Agency shall have a proper office.
29. The Contractor/Agency will not engage in employment of those workers who were earlier serving in this University with predecessor for this specified work.
30. That the appropriate deployment of the manpower shall be ensured by the contractor as per the requirement specified by the Registrar, GGSIPU or an officer authorized by him.

31. That the contractor shall not engage the Manpower below the age of 18 years and maximum 50 years. If any complaint of misbehavior and misconduct by the Manpower (Clerical & Non Clerical) personnel comes into the knowledge of the Principal Employer then all such responsibility shall be of the contractor. In case of any loss due to negligence or mishandling by the Manpower (Clerical & Non Clerical) staff, the contractor shall make good for the losses so suffered by the University.
32. That the attendance and other relevant records shall be kept by the contractor at his own cost and produced by him on demand to the Principal Employer or any officer deputed for this purpose by the Principal Employer.
33. That the contractor shall obtain a license under Contract Labour (R&A) Act, 1970 and also submit a copy of such license duly attested in the University prior to furnishing the tender/contract. Moreover, he shall abide by all the necessary provisions of various Labour Laws/Acts viz. ESI/Bonus, Contract Labour, Workmen's Compensation and any other laws and rules applicable to him in this regard.
34. That the contractor, himself, will be responsible /liable for any type of statutory/mandatory claims or penalties in light of the default with reference to the above provisions.
35. That in case any person engaged by the contractor, found to be inefficient, quarrelsome, infirm, invalid or found indulging in unlawful or union activities, the contractor shall replace such person with a suitable substitute at the direction of the University.
36. That the contractor shall not, at any stage, cause or permit any sort of nuisance in any of the premises of the University or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in the University.
37. Prior information should be given in writing for any worker/labour engaged who is directly or indirectly related to any employee of the University.
38. That the contractor for providing Manpower (Clerical & Non Clerical) services shall ensure the following
 - i. That a daily report of its staff on duty and about their performance is furnished.
 - ii. That its staff do not smoke at the place of work.
 - iii. That any specific duty assigned to it by the Principal Employer or any officer authorized by him is carried out by him diligently and well in time.
 - iv. That the salary/wages shall be distributed in full as settled between the contractor and the Principal Employer in the presence of a representative of the University and a certificate may also be furnished to this effect to the Principal Employer.
39. The Agency shall submit the copies of **separate challans** along with the list of labours/workers engaged by the contractor in the University, viz., ESI and PF and service tax exclusively in respect of the labours/workers deployed in GGSIPU and shall produce such challans in original for verification at the time of payment to it of release. The contractor shall abide by and comply with all the relevant laws and statutory requirement covered under Labour Act, Minimum wages and (Contract Labour Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for Manpower (Clerical & Non Clerical) Services through outsourcing. The Contractor shall also be directed to submit the copy of monthly challan for amount of EPF deposited by him in r/o Labours/Workers engaged in GGSIPU separately along with monthly Return i.e Form 5, Form 10 , Form 12A individual wise details and salary sheet.

As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPF against which the PF subscription, deducted from the payment of the

personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for the Manpower (Clerical & Non Clerical) Services is required to be submitted to the University within 30 days of start of contract. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the Department is entitled to recover the equal amount from any money due or accrue to the contractor under this agreement or any other contract and will be deposited with RPF on behalf of the contractor. The contractor shall arrange to get the ESI cards made in new digital format in respect of labourers/workers of the University within one month of start of contract. The Contractor shall immediately submit the copies of all return duly attested by concerned office with regard to EPF/ESI Act & Service Tax. The Contractor shall made available his books of accounts/documents for verification in respect to deductions on accounts of EPF/ESI & Service Tax etc. for University's labourers/workers.

40. The Contractor or his authorized representative shall collect the attendance duly verified by the concerned HODs/Section in-charge at GGSIPU. Thereafter, the attendance sheets in original along with the attendance summary sheet, attendance chart and bill shall be submitted by the Contractor latest by the 5th of every month to the Incharge (Pers), Personnel Branch, GGSIP University for verification and processing the bill.
41. Payments to all the workers/labours shall have to be made by ECS /Cheque by 7th of each month by the contractor. Thereafter, Department shall reimburse the amount to the contractor accordingly. Notwithstanding any situation in which GGSIPU due to administrative reasons does not release payment by the stipulated date, the contractor should make payment as per said schedule failing which a penalty of Rs. 500/- per day will be imposed by the University. No part payment to the labour shall be accepted by the University.
42. Badges will be issued by the contractor to all the labours/workers indicating name of worker/labour and name of the firm only, without any financial cost to the University. These badges shall be prominently displayed on the dress by them.
43. Force Majeure:-
If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.
44. The contractor shall deploy his personnel only after obtaining the approval of the University duly submitting curriculum vitae (CV) of these personnel, the University shall be informed at least one week in advance and contractor shall be required to obtain the University approval for all such changes along with their CVs.
45. "NOTICE TO PROCEED" means the notice issued by the University to the contractor communicating the date on which the work/services under the contract are to be commenced.
46. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the University for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the University.

47. The contract period shall be **Two years** from the date of the commencement (as mentioned in Notice to Proceed).
48. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security.
49. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the University may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the University from the contractor.
50. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the University, such money shall be deemed to be payable by the contractor to the University within seven days. The University shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
51. The list of staff to be deployed shall be made available to the University and if any change is required on part of the University fresh list of staff shall be made available by the contractor after each and every change.
52. The contractor shall indemnify and hold the University harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
53. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act. (Wherever applicable).
54. Only physically fit personnel shall be deployed for duty by the contractor.
55. The contractor shall ensure that his personnel shall not take part in any staff union and association activities.
56. The University shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The University does not recognize any employee-employer relationship with any of the workers of the contractor.
57. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the University from the contractor.
58. If any underpayment is discovered, the amount shall be duly paid to the contractor by the University.
59. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over, whenever required by the University.
60. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee every month (duly attested by concerned departments) while submitting his bill for payment.
61. The contractor shall disburse the wages to its staff deployed in the University every month through ECS or by Account Payee Cheque in the presence of representative of the University.

62. GGSIPU may terminate the contract in case the Terms & conditions of the contract are violated by the contractor. In such case the security deposit shall be forfeited absolutely.
63. The antecedents of the staff s deployed by the Manpower Provider agencies shall be got verified from the Delhi Police at agency's cost and the photocopies of the related documents verifying the antecedents shall be submitted to the GGSIPU while deputing the said staff for duty.

OBLIGATION OF THE CONTRACTOR:-

64. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
65. The Department will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

66. Dispute Resolution:-

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Registrar, GGSIPU.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only

67. JURISDICTION OF COURT:-

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Witness
Name _____
Address _____

Pr. Employer

(REGISTRAR)
GGSIPU.

Witness
Name _____
Address _____



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY
Sector 16C, Dwarka, New Delhi – 110078

**TENDER FORM FOR PROVIDING MANPOWER (CLERICAL & NON CLERICAL)
SERVICES THROUGH OUTSOURCING**

- | | | |
|--|-------------|---|
| 1. Cost of tender | : Rs. _____ | Affix duly
Attested P.P.
Size recent
photograph of
the prospective
bidder. |
| 2. Due date for tender | | |
| 3. Opening time and date of tender | | |
| 4.. Names, address of firm/Agency
and Telephone numbers. | _____ | |
| | _____ | |
| 5.. Registration No. of the Firm/
Agency. | _____ | |
| | _____ | |
| 6. Name, Designation, Address
and Telephone No. of
Authorized person of Firm/ _
Agency to deal with. | _____ | |
| | _____ | |
| | _____ | |
| 7. Please specify as to whether
Tenderer is sole proprietor/
Partnership firm. Name and
Address and Telephone No.
of Directors/partners should
specified. | _____ | |
| | _____ | |
| | _____ | |
| | _____ | |
| 8. Copy of PAN card issued by
Income Tax Department and
copy of previous three Financial
Year's Income Tax Return. | _____ | |
| | _____ | |
| 9. Provident Fund Account No. | _____ | |
| 10. ESI Number | _____ | |
| 11. Licence number under
Contract Labour (R&A) Act,
if any. | _____ | |
| 12. Service Tax Regd. No. | _____ | |

13. Details of Bid Security deposited:

(a) Amount : Rs. _____
(Rupees in words also)

(b) FDR No. or DD No. or _____
Bank Guarantee in favour of _____

(c) Date of issue:

(d) Name of issuing authority:

14. Any other information:

15. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)
Name and Address
(with seal)

(ON A STAMP PAPER OF Rs.100/-)

UNDERTAKING

To

(Designation and Name of the concerned Department)

Name of the firm/Agency_____

Name of the tender_____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We do hereby undertake that Manpower (Clerical & Non Clerical) of the University shall be ensured by our Agency, as well as any other point considered by our Agency.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY
Sector 16C, Dwarka, New Delhi – 110078

FORM OF AGREEMENT

THIS AGREEMENT is made on the ___ day _____ (Month) _____ (Year) Between the Registrar, Guru Gobind Singh Indraprastha University, Sector-16 C, Dwarka, New Delhi-110075 (Name and address of the Department) hereinafter called “the University”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____ (Name and address of the contractor) through Shri _____, the authorized representative (hereinafter called “the contractor”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide Manpower (Clerical & Non Clerical) Services to the Guru Gobind Singh Indraprastha University.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any;
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the University to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute the Manpower (Clerical & Non Clerical) services w.e.f _____ as per the provisions of this Agreement and the tender documents.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor
Signature of the authorized official

For and on behalf of the Hon'ble Vice Chancellor of
Guru Gobind Singh Indraprastha University
Signature of the authorized Officer

Name of the official
Stamp/Seal of the M/s Bedi &
Bedi Associates

Name of the Officer
Stamp/Seal of the Employer

By the said
on behalf of the Contractor in
the presence of:

By the said
Dr. Bhaskar P. Joshi
on behalf of the Employer in
the presence of:

Witness _____
Name: _____
Address: _____

Witness _____
Name _____
Address _____

Telephone No: _____

Telephone No: _____

Financial Bid of Tender of Manpower (Clerical & Non Clerical) Services through outsourcing (2014)

Sr. No.	Category	Minimum Rate (Monthly basis)
1.	Unskilled	8086.00
2.	Semi Skilled	8918.00
3.	Skilled	9802.00
4.	Non Matriculates	8918.00
5.	Matriculate but not Graduate	9802.00
6.	Graduate and above	10686.00

Supervision charges (Contractor's profit & O H charges) IN PERCENTAGE ONLY-(in figures) -----(in words) in terms of percentage of total monthly wages bill excluding mandatory charges.

“If a firm quotes ‘NIL’ Supervision Charges (contractor’s Profit & OH Charges), the bid shall be treated as unresponsive and will not be considered”.

Wages /Salary for Office Upkeep personnel deployed will be governed by the rules & regulations and in accordance with the rates based on the minimum wages as per the latest Delhi Government gazette notification dated 01.10.2013 for wages of Non Matriculate Clerks/Matriculate but not Graduate Clerks/Graduate Clerks/ unskilled/semi skilled/skilled worker. The rates will be quoted in percentage basis only in respect of supervisory charges (Contractor's profit & O H charges) desired to be quoted by the agency. These wages are linked with the minimum wages and hence will be automatically revised as and when the Delhi Govt. revises their minimum wages. The payment of wages/salaries to the office upkeep staff will be made by the contractor in the presence of the representative of the University. Certificate to this effect will also be issued by the representative of the University that the amount has properly been distributed to the worker/labour in accordance with the bill/acquaintance roll. The agency has to submit the certificate as under: "It is certified that the Manpower (Clerical & Non Clerical) personnel's deployed at Guru Gobind Singh Indraprastha University, New Delhi have been disbursed monthly wages after complying & fulfilling all the statutory obligation/ provisions". This will be supplemented alongwith the next month's raised bill for wages/salary by the contractor.

Witness

Name _____
Address _____

PR. Employer

(Registrar)
GGSIU University
Delhi/New Delhi.

Witness

Name _____
(Contractor)
M/s _____
Address _____

Name & Address