

JIWAJI UNIVERSITY, GWALIOR (M.P.)

E-Tender Document

For

**Annual Contract For Man Power At
Jiwaji University, Gwalior (M.P)**

University website: WWW.jiwaji.edu

जीवाजी विश्वविद्यालय, ग्वालियर

क्रमांक / स्टोर / 2020 / 815

दिनांक 04.02.2020

// मेनपावर सर्विसेस प्रदान करने बावत् वार्षिक अनुबंध हेतु द्वितीय ई-निविदा आमंत्रण //

विश्वविद्यालय परिसर एवं विश्वविद्यालय के विभिन्न विभागों हेतु उच्चकुशल, कुशल, अर्धकुशल एवं अकुशल मेनपावर प्रदान करने बावत् ख्याति प्राप्त एवं पेशेवर मेनपावर प्रदान करने वाली एजेन्सियों, (ISO पंजीकृत 9001-2008) जिनके द्वारा प्रत्येक वित्तीय वर्ष 2014-2015, 2015-2016, 2016-2017, 2017-18 एवं 2018-19 में राशि रू0 तीन करोड़ का कारोबार किया गया हो, से ई-निविदाएं ऑनलाईन टेण्डर-ई प्रोक्योरमेंट सिस्टम के पोर्टल <https://mptenders.gov.in> आमंत्रित की जाती है।

ई-निविदा के नियम व शर्तें विश्वविद्यालय के वेबसाइट WWW.Jiwaji.edu पर देखी जा सकती है।

S.No	Tender ID MP/JUG/Tender No.	Description of work	Estimates cost of work (annual)	EMD	Cost of Tender
1.	2020_JIWAJ_78388	Man power Services to be Provided at Jiwaji University, Gwalior (MP)	Rs. 39,421,309/-	Rs. 1182639/-	15000/- (Non refundable)

1. ई-निविदा प्रपत्र क्रय करने के अंतिम तिथि **27.02.2020 सांय 05:00 बजे** तक निर्धारित है।
2. ऑनलाईन प्राइज बिड डालने की दिनांक **29.02.2020 सांय 05:00 बजे** तक निर्धारित है।
3. धरोहर राशि शपथ पत्र एवं टेक्निकल बिड के आवश्यक दस्तावेज स्पीड पोस्ट से कार्यालय में प्रस्तुत करने का दिनांक **03.03.2020 सांय 05:00 बजे** तक निर्धारित है।
4. ऑनलाईन प्राइज बिड खुलने का दिनांक **04.03.2020** निर्धारित है।
5. निविदा की शेष तिथियाँ सम्पूर्ण जानकारी, शर्तें एवं समस्त संशोधन केवल उपरोक्त दर्शायी गई वेबसाइट पर देखी जा सकती है।
6. निविदा स्वीकृत/अस्वीकृत/निरस्तीकरण या संशोधन के अधिकार कुलसचिव को अधिकृत रहेंगे।

कुलसचिव

JIWAJI UNIVERSITY, GWALIOR

S.No/Store/2020/815

Date 04.02.2020

Second E-Tender Notice

e-tenders are invited from the reputed and professional Man power Providing Agencies (ISO 9001-2008 Certified), who have the annual turn-over of minimum of Rs. 3,00,00000/- each year during the financial years 2014-2015, 2015-2016, 2016-17, 2017-18 and 2018-19 to provide Services, as given in Scope of Work (Annexure-B) as per terms and conditions of this tender document.

S.No	Tender ID MP/JUG/Tender No.	Description of work	Estimates cost of work (annual)	EMD	Cost of Tender
1	2020_JIWAJ_78388	Man power Services to be Provided at Jiwaji University, Gwalior (MP)	Rs. 39,421,309/-	Rs. 1182639/-	15000/- (Non refundable)

1. Last date for the purchase of tender 27.02.2020.
2. Last date for the Submission of online tender 29.02.2020 upto 5:00 PM
3. Last date for the submission of EMD and other documents 03.03.2020.
4. Opening of Technical bid 04.03.2020 at 3:00 PM
5. The details of tender, correction can be seen on the Website www.jiwaji.edu
6. The right of acceptance/rejection/cancellation lies with the Registrar.

Registrar

JIWAJI UNIVERSITY, GWALIOR (M.P.)

TENDER DOCUMENT *for* ANNUAL CONTRACT FOR MAN POWER SERVICES

Tender No: F/Store/2020/815

Dated : 04.02.2020

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Section – I

General Instructions to Tenderers

1. Definitions:

1.1 The following definitions and abbreviations, which have been used in this tender document, shall have the meanings as indicated below:

1.2. Definitions:

- (i) Jiwaji University, Gwalior (M.P.) where the Man power services are required to be performed as specified in the Contract.
- (ii) “Contract” means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (iii) “Contractor” means the successful tenderer selected for execution of contract for manpower services.
- (iv) “Day” means calendar day.
- (v) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vi) “Services” means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the contractor is required to deliver at the Jiwaji University, Gwalior under the contract.
- (vii) “Tender Inviting Authority” OR “Client” or “Tender Acceptance Authority” or “Contracting Authority” means the Registrar, Jiwaji University, Gwalior (M.P.).
- (viii) “Nodal Officer” is the designated officer of the University nominated by the Tender Inviting Authority who supervises the work performed by the Contractor.
- (ix) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (xi) “Tenderer” means Proprietorship / Partnership / Pvt. Limited / Limited company, Societies/ Trust registered in India

2. Abbreviations:

- (i) “BG” means Bank Guarantee
- (ii) “GST” means Goods and Service Tax
- (iii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (iv) “GCC” means General Conditions of Contract
- (v) “GIT” means General Instructions to Tenderers
- (vi) “NIT” means Notice Inviting Tenders.
- (vii) “TE Document” means Tender Enquiry Document
- (viii) “TIA” means Tender Inviting Authority

3. **Scope of Services:** The Scope of Services are given in **Annexure-B**.

- 4. Site Visit:** Eligible firms are advised to visit the University to get the onsite assessment of the work on any working day between 10:00 AM to 5:00 PM by taking permission from Registrar, Jiwaji University, Gwalior (M.P.).

(To be submitted on the e-procurement portal) (No. 05, 06 & 07)

5. Eligibility Criteria

- (a) Tenderers should be registered agencies registered under Indian Registration Act 1908 / Indian Partnership Act 1932/ Companies Act 1956, providing similar kind of services for three years during the latest last five financial years (i.e. providing Man power services in Large Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies.
- (b) Tenderers should possess valid ISO 9001-2008 Certification.
- (c) The bidder must have a valid (as on bid submission date) registration from competent authority as per Man power services.
- (d) The Tenderer must have achieved minimum average annual turnover of Rs. 3.0 carore during latest five completed financial years (i.e. AY 2014-2015, 2015-2016, 2016-17, 2017-18, 2018-19) and should be profit making.
- (e) The Tenderer should be registered for Income Tax, Service Tax, EPF and ESIC.
- (f) The Tenderer should be registered under Contract Labour (Regulation and Abolition) Act, 1970 and should be valid at the time of bid submission date.
- (g) The Tenderer should not be debarred either by the Tender Inviting Authority or by any organization of State Government or by Government of India.
- (h) The bidder must have valid labour license issued by the Labour Commissioner govt of MP for providing manpower in Service Sector/ Industries/ Government Departments.

6. Qualification Criteria

- (a) The Tenderer should have minimum five years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.
- (b) The Tenderer should meet any one of the three criteria as under:
 - i. Should have successfully completed ONE similar work of value equal to Rs. 3.0 carore or more from any reputed large Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in any one of the last three financial years.
OR
 - ii. Should have successfully completed TWO similar works of value equal to Rs. 1.5 carore each or more each from any reputed Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in any one of the last three financial years.
OR

- iii. Should have successfully completed THREE similar work of value equal to Rs. 1.0 crore each or more from any reputed Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in any one the last three financial years.
- iv. The Tenderer should have sufficient employees on its rolls specifically trained for desired work. Full list of the employees, viz., name, age, qualifications, employee code, designation, experience in the field of Man power services, EPF, ESI deduction and details etc. should be attached with the Technical Bid. Tenderer should also submit details of the health and safety measures which the tenderer has taken for his workers. The Tenderer should submit proof of ESI and EPF deduction & deposit to relevant authorities during last financial year.

7. Documents required in support of eligibility and Qualification:

The Tenderer should submit the following documents along with Technical Bid:

- (a) The copy of Firm's Registration / Incorporation Certificate with relevant authority in India.
- (b) Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- (c) Statement of average annual turnover of latest last five years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- (d) Audited Balance Sheet along with Profit & Loss Statement of latest five financial years.
- (e) EMD of required amount Rs. **1182639/-** paid through e-portal in favour of the Registrar Jiwaji University Gwalior payable at Gwalior.
- (f) GST return of last financial year(2018-19).
- (g) Self-attested copy of the valid registration certificates issued by Service Tax, Employee Provident Fund (EPF), ESIC and Income Tax (PAN card) Departments.
- (h) Self-attested copies of work Orders and Client's Satisfactory Certificates in support of qualification criteria given in Para 6 above.
- (i) Declaration for not having been blacklisted by any Tender Inviting Authority or by any organization of State Government or by Government of India.

8. Sale of Tender Document:

- (a) The complete set of tender documents may be purchased online by Paying Rs. 15000/-
- (b) Alternatively, the Tender document can also be downloaded from the University website (www.jiwaji.edu.) In such case, the Tenderers must enclose cost of bid document mentioned above in form of Demand Draft non refundable) drawn in favor of the Registrar, Jiwaji University, Gwalior (M.P.) payable at Gwalior along with its Technical Bid. Tenders found without tender fee shall be rejected.

9. Tender Validity:

- (a) The Tender will be valid for a period of 180 days after the due date of submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive.
- (b) In exceptional circumstances, prior to the expiration of the Tender validity, the Tender Inviting Authority may request the Tenderers to extend the Tender validity for further period as deemed fit. The request and the responses there to shall be made in writing. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer, agreeing to the request will not be required or permitted

to modify its Tender.

10. Bid Security / Earnest Money Deposit (EMD):

- (a) The Tenderer is required to submit Earnest Money Deposit (EMD) of Rs. **1182639/-**. The EMD should be submitted online through procurement portal payable in favour of Registrar, Jiwaji University, Gwalior (M.P.) payable at Gwalior.
- (b) The Tenders found without proof of EMD as above, shall be summarily rejected.
- (c) The EMD shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on receipt of the Performance Security Deposit "in form of Bank Guarantee issued by any scheduled bank. Format of BG is at Annexure F"
- (d) No interest shall be paid on the EMD.

11. Bid Price:

- (a) The tender prices should be in Indian Rupee.
- (b) The tenderer shall quote for all work i.e. mentioned in Scope of Work, failing which the bid shall be considered non responsive.
- (c) Tenderers should submit e-bid prices as per format given in **Annexure-H**.
- (d) The remuneration for staff (Super Skilled / Skilled /Semi-Skilled/Un-skilled) should not be less than prevailing labour rates as notified by respective district collectorate in the state of Madhya Pradesh at the time of bid submission. The bids found quoting less than the said rates shall be rejected summarily. Quote rate as per the office of the district collectorate is attached with tender document (**Annexure-I**).
- (e) At any point of time, during currency of contract, the remuneration paid to the Man power staff shall not be less than the statutory notified labour rates. If it becomes so due to revision in rates as notified by the District Collectorate, the contract amount shall be revised to the extent of increase in labour rates by the Contracting Authority.

12. Preparation and Submission of Tender:

- (a) Tenders are to be submitted as per Two Bid System i.e.- Technical Bid and Financial Bid.
- (b) The Tender should be typewritten. Any correction done with correction fluid is not permitted.
- (c) All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- (d) Technical Bid should contain all the documents required in **Para 5, 6 & 7 above** and EMD as per **Para 10 above**. Technical Bid should also contain Tender Form as per **Annexure- F**, Declaration Form (**Annexure- G**), Manpower Details, Performance Statement, Details of Staff available with the Agency.
- (e) Financial Bid should only contain the Price Schedule duly filled online as per format given in **Annexure-H**. Financial Bid be submitted through e-bid through mpeproc.gov.in.
- (f) The rates should be quoted for the services to be provided as per instructions given in the tender document.
- (g) The financial bid should be submitted through **<https://mptenders.gov.in>** Technical Bid the wax-sealed envelopes should be super scribed as" Tender for Annual Contract for Manpower Services at Jiwaji University, Gwalior (M.P.)".
- (h) Wax-sealed Tenders should be addressed and submitted to the Registrar, Jiwaji University, Gwalior 474 011 (M.P.).

- (i) Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer unopened.

13. Opening of Tenders:

- a) The Tenders shall be opened at the scheduled date, time and venue by the committee constituted by the Tender Inviting Authority. The Tenderers' representative may attend the Tender opening.
- b) During the tender opening as above, the envelopes containing Technical Tender shall be opened.
- c) The e-Price bid of the tenderers who qualify in will be opened technical evaluation. The tenderer's representative may choose to attend the opening of Price Tender.
- d) In the event, the date of opening as above is declared Govt. Holiday, the tenders shall be opened at the same time on the next working day.

14. Bid Evaluation: Evaluation Methodology:

14.1 Tender Opening:

- a. Bid Opening shall take place through the e-Procurement portal. Online Proposals submitted along with the EMD shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.
- b. In case of EMD is not received as per the timeline mentioned in Bid Data Sheet, the bid submitted in e-Procurement Portal would be rejected.
- c. A maximum of one representative from each bid participating organization would be allowed to attend the tender opening. The bidder's representatives with proper authority letter, who may choose to attend the session, should attend the tender opening at the date and time mentioned in the Bid Data Sheet or as per the date and time scheduled.
- d. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- e. To assist in the scrutiny, evaluation and comparison of offers, the JU may, at its discretion, ask some or all the bidders for clarification of their offers on any of the information provided in the bid document and the same may be sent through email only.

14.2 Tender Evaluation:

To evaluate the proposals JU shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the bids as per the following process:

- a) The JU will evaluate and compare the bids that have been determined to be substantially responsive.
- b) Tender Evaluation Committee shall review the Proposal along with Eligibility/Qualification/Technical Marking criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any bidder for a clarification of its bid.
- c) Eligibility Qualification criteria compliance is must for all bidders. In case of non-compliance bidder would be declared as disqualified.

- d) Those bidders who pass the Eligibility Qualification criteria would be given marks based on the documents provided by the bidders.
- e) Technical Marks would be allotted as per the criteria mention at clause 18.
- f) Top 6 scoring bidder would be shortlisted and declared as technically qualified bidder.
- g) Financial Proposal of only those bidders shall be opened, who are declared as ‘Technically Qualified Bidder’.
- h) The bidder quoting the lowest commission/service charge (lowest bid value – L1) shall ordinarily be declared as the selected bidder.
- i) In case two or more bidders ("Tie bidders") quote the commission/service charge, JU shall identify the selected Bidder based on following priority (in sequential manner) until single L1 bidder is decided:
 - I. The bidder with highest technical marking score shall be adjudged as final L1 bidder.
 - II. If there is still more than one bidder with the same technical score then the bidder with higher average annual turnover figure for last 5 years shall be assigned the status of L1.
 - III. Similarly, under same situation in case of L2 or any other bidder, above process will be followed.
 - IV. University reserves the right to split the tender among 2 or more qualified bidders (Manpower/Security/Housekeeping).

15. Performance Security Deposit and Award of Contract:

- (a) On being informed about the acceptance of the Tender and before signing the agreement, the successful Tenderer shall deposit, within 15 days from the date of acceptance of tender, Performance Security Amount, the form of unconditional irrevocable Bank Guarantee 5% of the contract value (excluding EPF/ESIC/WC contributions, Commission Charges by the selected Bidder and taxes) in the form of Bank Guarantee as per the Format attached at (as per format given in **Annexure-I**) for the contract period plus 90 days as per Higher Education Department M.P. Bhopal Tender.

The successful Tenderer shall execute an agreement (As per format given in **Annexure-J**) on a non-judicial stamp paper of value of as per m.p. govt. rules (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

- (b) If the successful Tenderer fails to execute the agreement and / or to deposit the required security deposit within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

16. Duration of the assignment

The selection process will result in a contract for 3 (Three) Years. The contract would be signed for three years with a clause of extension at the end of third year. Upon satisfactory performance, extension would be provided for another 2 (two) years There may be a yearly internal review of contract, In case of non-satisfactory performance; contract can be terminated by Jiwaji University.

17. Commencement of Services

The Service Provider should commence the Man power services within 30 days of signing of contract or any other date mutually agreed by both the parties, however, the same can be further extended with the mutual consent of both the parties.

(To be submitted on the e-procurement portal)

18. Technical Marking Criteria

Technical evaluation would be done for only those bidders who would be qualified at the eligibility and Qualification criteria stage. Following are the criteria of Technical marking:

S. No.	Technical Scoring Criteria	Documents to be Provided	Scheme	Mark/ Marks
3.2.1	The Bidder should be a legally registered entity in India Registered as Manpower and Security supply Agency since last 5 (Five) Years as on the Date of Bid submission. If firm is working in Gwalior than the agency should have Valid Shop Act Registration in Gwalior.	Copy of Registration/ Incorporation Certified of the Firm (Proprietor Firm/ partnership firm/ Society/ Co-operative Society/ Limited Liability Partnership: LLP)/ Company incorporated under Companies Act, 1956, as applicable).	5 Years	10
			For every additional completed one year Registration under shop Act Gwalior. (up to 5 marks)	01
			Maximum Marks	15
3.2.2	The Bidder should have experience of running/ completed at least One projects of supply manpower providing minimum 100 Manpower in single work order/ Project and 100 Trained Security Guard in single Work order in Last five Years from the date of bid submission for any Central/ State Government/ Government corporation/ PSU for not less than One year duration.	Copy of Work Orders/ PO and work completion certificate should be furnished as documentary proof.	Up to 100 manpower single project and 100 Trained Security Guard in Signal present in Running year	15
			For every additional one year duration completed project within last seven years. (up to 20 marks)	05
			Maximum Marks	35
3.2.3	At least 100 average number of	Month wise contribution of	For 100 Manpower	05

	manpower (on the basis of month wise contribution of employee and employer submitted in Format-3(क) for the year 2018 (Total manpower figure of 12 months/12) as on the bid submission.	employees and consolidated annual statement in prescribed format under EPF scheme. contribution YEAR 2018 in Labour welfare Board- Bhopal, M.P. Format-3(क) in year 2018 under M.P. Labour welfare Fund Act. 1982 under code.	For every additional 100 resources. (up to 10 marks)	02
			Maximum Marks	15
3.2.4	The firm should have minimum average annual turnover of Rs. 3.0 Carore (Three Carore Only) during last 5 years. Financial Years (FY 2014-2015, 2015-2016, 2016-17, FY 2017-18, Fy 2018-19) from the date of Bid submission.	CA Certificate showing Average Annual Turnover from providing Manpower Supply Services.	If Average Annual Turnover is Equal To Rs. 3.0 Carore	10
			for every additional Turnover of Rs. 50 Lac during last 5 financial years. (up to 15 marks)	02
			Maximum Marks	25
3.2.5	Experience of having completed work order/ project of at least 100 Manpower supplies with any Government Education/ Institution / University/ Agency/ Body of MP State Government for at least one year in a single work order, during last five years.	Client completion certificate and work order copy and labour license.		05
3.2.6	Having own security Training Centre under PASARA Act 2005 issued by PHQ M.P. in the name of tenderer/owner.	Certificate issued by PHQ M.P. under PASARA Act 2005		05
TOTAL MARKS				100

Note:

- Minimum Technical score required to qualify is 60 Marks. Bidder who scores less than 60 marks would be disqualified.
- All bidders who get more than 60 marks would be ranked. The bidder who gets the highest technical marks would be ranked as first. Other bidders will get the ranking accordingly.
- Top Six (6) ranking bidders in technical scoring and have been found to be substantially responsive, shall be declared eligible for opening of their price bid. Other bidders would be declared as disqualified.
- In case two or more bidders ("Tie bidders") quote the same commission/service charge, JU shall identify the selected Bidder based on following priority (in

sequential manner) until single L1 bidder is decided:

- I. The bidder with highest technical marking score shall be adjudged as final L1 bidder.
- II. If there is still more than one bidder with the same score then the bidder with higher average annual turnover figure for last 5 years shall be assigned the status of L1.
- III. University reserves the right to split the tender among 2 or more qualified bidders (Manpower/Security/Housekeeping).

Section-II

General Conditions of Contract

- 1) The Man power personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The Man power persons deployed by the contractor should be properly trained, have requisite experience and having the skills for carrying out the job employed for the same.
- 2) The contractor should ensure the Health and Safety measures of the employees, deputed for the works at his end. The contracting authority may also conduct health checkup of the staff deployed at regular intervals at the contractor cost if required.
- 3) Employment of child labour at any level will lead to the termination of the contract.
- 4) If the Contractor is a Registered Company / 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 authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the University.
- 5) The contractor shall engage only such workers, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff. The contractor shall submit copies of certificate of Man power employed to the University administration, before their deployment.
- 6) The contractor at all times should indemnify contracting Authority against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. Contracting authority will not own any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time.
- 7) The Man power staff deployed through contractor in the University shall not claim any benefit, compensation, absorption or regularization of their services in the govt. establishment either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The contractor should have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the contractor (agency) and shall submits the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority/University shall not be a necessary parties, however, in any event, either the deployed persons or to the order of the Court, the University is made necessary parties in dispute to adjudicate the matter, the contractor has to reimburse the expenditure that would have been borne by the Contracting Authority/University.
- 8) The Man power staff deployed by the contractor shall not divulge or disclose any details of office, operational process, technical know-how, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose. It is desirable to remove the said person, the Registrar has every right to remove the said person, immediately and responsibility if any to be borne by the contractor.
- 9) The contractor shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
- 10) All liabilities arising out of accident or death while on duty shall be borne by the contractor.

- 11) Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the University premises.
- 12) The contractor shall have his own Establishment/Set up/Mechanism to provide training of Man power to ensure correct and satisfactory performance of his duties and responsibilities under the contract.
- 13) That in the event of any loss occasioned to the University, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the University, such loss will be recovered from the amount payable to the contractor. The decision of the Tender Inviting Authority in this regard will be final and binding on the agency.
- 14) The Contractor shall do and perform all such Man power services, acts, matters and things connected with the administration, conduct of Man power personnel as per the directions enumerated herein and in accordance with such directions, which the nodal officer may issue from time to time and which have been mutually agreed upon between the two parties.
- 15) The University shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Tender Inviting Authority/Nodal officer of the University.
- 16) The contractor shall be responsible to protect all properties and equipment of the University entrusted to it.
- 17) The University shall have right to have any person removed in case the Man power personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
- 18) The Man power personnel deployed by the Contractor shall work under overall supervision & direction of the Nodal Officer of the University entrusted to it or under the Tender Inviting Authority as the case may be. The Tender Inviting Authority/Nodal Officer shall specify the services contracted man power.
- 19) The Contractor will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the University and should use biometric attendance system.
- 20) Payment will be made within a period of 30 days after submission of the bill and all necessary documents in triplicate. Payment of the bill will be based on computerized printouts in standardized proforma approved by Tender Inviting Authority along with computer generated attendance sheet (through Biometric Attendance System) in respect of the persons deployed duly verified by the concerned In-charge of the University for actual shifts manned/operated by the personnel supplied by the contractor.
- 21) No other claim on whatever account shall be entertained by the University. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted:
 - a. Contractor shall pay their entitled wages by 10th of the following month. It shall not be linked to the payment of the bill from University or need for the checking & verification, at their end.
 - b. Payment to such workers must be made by the service providers through e-transfer only. To ensure this, service providers will get a bank account opened for every engaged worker.

- c. In order to ensure that such workers get their entitled wages by 10th of the following month, the following schedule will be adhered to:
 - i. Monthly bill cycle will be from 1st day of the previous month to last day of the month.
 - ii. Monthly bill as per above cycle, will be submitted by the service providers in first week of following month.
 - d. The service provider must ensure that entitled wages of the workers are credited to their bank account on the 10th of the following month. Service provider will not be given any relaxation in this matter.
 - e. While submitting the bill for the next month, the services provider must file a certificate certifying the following:
 - i) Wages of workers were credited to their bank accounts on (date).
 - ii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on ____ (date) (Copy of the challan enclosed).
 - iii) EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed).
 - iv) He is complying with all statutory Labour Laws including Minimum Wage Act.
 - f. Payment authority reserves the right to ask for a certificate issued from nodal officer (s)/in-charge of the facility (ies) certifying that the Contractor has provided satisfactory services in that particular facility for which the contractor has submitted invoice (s) for payment. It is the responsibility of the payment authority to get such certificate (s) from nodal officer/ in-charge of the facility and if nodal officers failed to issue such certificates in time, it would be presumed that services being provided by the contractor are satisfactory.
 - g. The service provider should submit the bill in accordance with the above time schedule.
- 22) Any damage or loss caused by contractor's persons to the University in whatever form would be recovered from the contractor.
- 23)
- 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 guards/supervisors absent on that particular day shall be levied by the University authority and the same shall be deducted from the contractor's bills.
 - 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 of Rs. 200/- per vacant point per shift be deducted from the contractor's bill.
 - c. In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel & is assessed as true by university, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the person found involved in the incident shall be removed from the facility immediately.
 - d. In case the contractor fails to commence/execute the work as stipulated in the agreement or

gives unsatisfactory performance or does not meet the statutory requirements of the contract, Tender Inviting Authority or the designated nodal officer (s) of the University reserves the right to impose the penalty as detailed below:-

- i. 1% of annual cost of order/agreement per week, up to four weeks' delay per facility.
 - ii. After four weeks delay the Tender Inviting Authority reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.
- 24) In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Contractor shall stand forfeited.
 - 25) Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
 - 26) During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the University, the Tender Inviting Authority shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Guarantee (Security Deposit).
 - 27) The Contractor shall not engage any such sub- contractor or transfer the contract to any other person in any manner.
 - 28) The contractor shall indemnify and hold the Tender Inviting Authority/ designated Nodal Officer 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.
 - 29) Man power staff engaged by the contractor shall not take part in any staff union and association activities.
 - 30) The University shall not be responsible for providing residential accommodation to any of the employee of the contractor.
 - 31) 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.
 - 32) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered from the contractor by the Tender Inviting Authority.
 - 33) If any underpayment is discovered, the amount shall be duly paid to the contractor by the Tender Inviting Authority.
 - 34) 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 Tender Inviting Authority.
 - 35) The Contractor will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
 - 36) The Contractor should have their own supervisory and quick response team in near the place of contract to deal with any emergency situations.
 - 37) The Contract shall initially be valid for a period of One Year and can be extended further for another 6 months on the same terms and conditions of the contract and at the same rates. The service charge quoted by the bidder shall remain unchanged during the period of contract. Beyond this period, no extension shall be granted or made by the University.
 - 38) Contracting authority however, reserves the right to terminate the contract by serving three months' notice, in writing if the University administration is not satisfied about the services of the contractor.

The contractor may also ask for the same by giving three months' notice to the Contracting Authority giving reasons thereof.

39) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited by contracting authority besides annulment of the contract.

40) **Scope of work and services:**

Details of the scope of work are enclosed at **Annexure –B.**

41) **Variations**

The University administration may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of quoted rates for manpower.

42) **Risk Clause:**

- a. The contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. Contracting Authority reserves the right for termination of the contract at any time by giving three month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of existing contractor and excess expenditure incurred on account of this will be recovered from the contractors Security Deposit or pending bill or by raising a separate claim.
- b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of the University/Tender Inviting Authority/Contracting Authority. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the University, and shall not knowingly lend to any person or company any of the effects or assets of the University, under its control.
- c. In the event of loss/damage of equipment etc. at the premises of the University due to negligence/carelessness of contractor staff, if established after an enquiry, then the contractor shall compensate the loss to University. The contractor or its representative/s shall meet the designated respective nodal officer/Tender Inviting Authority or his/her representative(s) regularly to take feedback regarding the Services.
- d. The contractor will also maintain a complaint/suggestion book, at every department/building where his/her staff is deployed, for comments on the Man power services.
- e. The contractor shall not assign or sublet this Agreement or any part thereof to any third party.
- f. Training on behavior aspects and ethics must be done regularly. The mode of University working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

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, tempest, acts of God etc. which may prevent either party to discharge its 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 obligation 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 thirty days, whichever is more, either party may at its option terminate the contract.

44) **OBLIGATION OF THE CONTRACTOR :**

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 acknowledgments evidencing filing of returns every year and shall keep the Tender Inviting Authority/Contracting Authority/designated Nodal Officer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

45) **Dispute Settlement :**

- i) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other and to the Contracting Authority i.e., Registrar, Jiwaji University, Gwalior be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- ii) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Kulpati , shall nominate/appoint another person, not below the rank of Professor, as aforesaid, to act as the Sole Arbitrator.
- iii) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Service Provider to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- iv) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- v) The work under the Contract shall, however, continue during the Arbitration proceedings.
- vi) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- vii) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.
- viii) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, shall apply to the Arbitration proceedings under this Clause.
- ix) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Gwalior for all purposes. The Arbitration shall be held at Gwalior and conducted in English/ Hindi language.

MAN POWER REQUIREMENT

S. No.	Labour type	Manpower Description	Qualification & Experience	Quantity
1.	Super Skilled	computer operator	Graduate with P.G.D.C.A from authorized university and two years experience and shall be able to work in computers and similar automation and having a good speed of typing in English & Hindi 40 word per minute.	15
		Library Assistant	B.Lib. with minimum 55% passed and two years experience and shall be able to work in computers and similar automation and having a good speed of typing in English & Hindi 40 word per minute.	05
2.	Skilled	Lower division clerk	10+2 higher secondary pass and having a good speed of typing in English & Hindi 40 word per minute.	60
		Supervisors (Security and House Keeping)	Graduate having minimum 10 years experience as security Age should not be above 60 years	04
		Driver	Minimum 10 th standard pass and valid light/heavy vehicles driving license, 02 years experience in light/heavy vehicles	04
		Electrician	I.T.I/Polytechnique diploma with 02 year experience	04
		Plumber	03 year experience in Releted Field	02
		Carpenter	03 year experience in Releted Field	02
		Meson (mistri)	03 year experience in Releted Field	02
3.	Unskilled	Lab attendant	10+2 Higher secondary with science 1 year experience in any government/non-government office	09
		Peon	Minimum 8 th standard pass and 1 year experience in any government/non-government office	10
		Mali	Minimum 8 th standard pass and 02 year experience	15
		Safai Karmi	Minimum 5 th standard pass and 1 year experience in any government/non-government office	30
4.	Others	Security personnel	Matriculate(10th)having minimum experience of 5 years as security guard and age should not be above 58 years or as per PASARA act 2005.	80
		Ex-Service man	As per Rate Decided by Army Welfare/solders board Gwalior.	07

Note- Number of manpower may increase or decrease as per the actual requirement.

The service provider shall provide additional manpower as per rates approved in this tender. All the manpower deployed by the contractor shall be verified of their police records, medical fitness and other information prior to posting at University. Contractor shall not place any security staff in the University where the relatives of that particular security staff are working.

Penalties: The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

S.No	Description of Irregularities	Penalty
1	If the required workers are less than the minimum required.	@ Rs. 200/- per worker /day
2	Staff not in Uniform/ without I-Card.	@ Rs. 200/- per worker /day
3	Misbehavior by the Contract Manpower with University employee or Staff/students relative/ visitors.	@ Rs. 500/- per incident
4	Recurring of irregularities given at Sr.No. 1 to 3	Double the penalties amount mentioned in Sr. No. 1 to 3

Note : In case the agency fails to provide any of equipment tools, tackles continuously for a period of 15 (fifteen) days, Tender Inviting Authority/ designated Nodal Officer has the right to purchase the non-available equipment/tools or tackles on the market rates and deduct the cost of same from the contractors bill in addition to the imposition of applicable penalties.

Scope of work for each position

1. Library Assistant

1. Responsible for the ordering of textbooks.
2. Coordinates the processes associated with the receipt of incoming books.
3. Coordinates the processing of invoices for book orders received.
4. Coordinates the processes associated with the return of excess book inventory to include monitoring receipt of credit memos.
5. Provides direction and supervision to student as necessary.
6. Responsible for opening and/or closing the gates of Library.
7. Manage day to day operations of Library.
8. Assists with book inventories and data input of book inventories.
9. Lifting of heavy boxes of books in receiving and placing inventory.
10. Climbing up and down ladders in shelving inventory.

2. LDC

1. Support Executive Assistance Grade 2 in discharging the college's operational activities.
2. Answering telephone calls and transferring the calls to the relevant person
3. Taking telephonic messages and distributing them
4. Greeting visitors on arrival
5. Providing visitors with refreshments while they wait
6. Receiving, sorting and distributing incoming mail
7. Preparing outgoing mail
8. Faxing
9. Photocopying

3. Lab Attendant

1. Support in running the lab for students.
2. Mark the attendance and results of test.
3. Prepare samples for testing using various types of laboratory equipment.
4. Prepare and maintain accurate laboratory records.
5. Label specimens accurately and distribute them to the appropriate department.
6. Perform quality control as directed by the Laboratory Technician.
7. Clean and maintain work are and all lab equipment and supplies.

4. Peon

1. Attending the bell of the officers
2. Ensuring that sitting arrangements in the officers' room is hygienic and clean before the commencement of office hours.
3. Ensuring that visitor's lounge/places kept clean and in order before the commencement of office hours.
4. Bringing and serving water, beverages and lunch to the officers and also to the visitors if so desired by the officers.
5. Carrying files and dak etc to the officer/official concerned in the office as well as in the officers/official's residence.
6. Going on tour with the officers or otherwise as directed.

5. Safai-karmi

1. Complete cleaning and sweeping of all buildings of university .Around the Building, roads and around the building roads I/c all required sweeping and cleaning materials and machinery complete.
2. Moping of floor on daily basis.
3. Based on requirement additional moping/sweeping shall be done to maintain cleanliness.
4. Mopping/sweeping of corridors as per requirement.
5. Daily dusting of work stations, operational panels, telephone, file cabinets and other accessories of college.
6. Cleaning of glass doors, windows, partitions, cupboards, fans, other laminated surfaces etc with suitable cleaning agents like Colin on fortnightly basis.
7. In VIP areas, cleaning shall be done more frequently to maintain cleanliness all the time.
8. Cleaning of inaccessible areas like space behind cupboards, file cabinets, below furniture's etc by shifting the equipment on Monthly basis.
9. Cleaning of toilets
10. Cleaning of WC pan, urinals, wash basins daily using suitable cleaning agents.
11. Washing & Cleaning of floors on daily basis.
12. Cleaning of wall tiles with suitable cleaning agent in fortnightly basis.
13. Dusting and cleaning of doors, windows on daily basis, ventilators, exhaust fan on weekly basis
14. Cleaning of cobwebs from ceiling on monthly basis.
15. Filling liquid soaps in toilets with liquid soap container on daily basis.
16. Putting naphthalene balls, odonil, filling liquid soaps, paper napkins and other cleaning/sanitizing jobs as per instruction of Engineer-In -Charge.
17. Removal of blockage from WC, Floor traps, including cleaning of domestic manholes and sewer lines.
18. Cleaning of all dustbins as per cleaning schedule.
19. Any other jobs not specified above but required as per instruction.

6. Security personnel

1. Safeguard the premises, movable and immovable assets, equipment and guard against and thefts, pilferage of damage.
2. Ensure safety of the employees or and other persons working therein.
3. Carry out surveillance of the allocated area.
4. Any other services on need basis.
5. The security Manpower deployed should be vigilant and remain alert to avoid any unforeseen event.
6. The Security Agency will be responsible for overall security arrangements of the University premises entrusted/ covered in the contract.
7. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
8. No items are allowed to be taken out without proper Gate Passes issued by the competent authorities of the University as laid down in the contract or authorized by the Nodal Officer for in-out movement of the campus. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
9. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the University from time to time and the security agency will be responsible for their optimum utilization.

10. Entry of the street - dogs and stray cattle into the premises is to be prevented. They should be at once driven out.
11. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
12. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
13. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire- fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.
14. In emergency situations, security staff/supervisor/Senior Security Supervisors deployed shall also participate as per their role defined in the disaster plan, if any, of the University. Security personnel should be sensitized for their role in such situations
15. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff, female visitors, students and elderly persons. The Security Guards shall also assist the handicapped /visitors in reaching their desired locations, and also provide assistance to the, senior citizens & children, in reaching desired department/location.
16. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
17. Any other duties/responsibilities assigned by the University Administration may be incorporated in the agreement. The same shall also be binding on the contractor.
18. The parade ceremony shall be performed on the occasions of National Festivals (26th January & 15th August) by the Security Agency through the Security Staff, and on the visit of any Govt. Dignitaries like Governor, Ministers, Defense Chief, Eminent Scientist, Noble Laureates etc. salute ceremony (Guard of Honor) shall be organized on behalf of Security Agency (if required).

RESOURCE REQUIREMENT FOR SECURITY PERSONNEL

The contractor has to provide the followings:

S.No	Description	Minimum Number required (mandatory)	Penalty charges per week in case of non availability of equipment/tools (in Rs.)
1	Search light (with the range of 100 mts for night surveillance)	With all gate keeping staff	200/-
2	Rain coats	For all gate keeping staff	100/-
3	Umbrellas	For all gate keeping staff	100/-
4	Mobile phone	For all least one fourth of security staff	200/-
5	Hand held torch	For all security staff	200/-
6	Shirt & Trousers, Cap Shoes, Belt, Name Tag, each security staff posted.	For all security staff	200/- (per day/per guard)
7	Wooden jacket (for winter season)	For all security staff	200/- (per day/per guard)
8	Battens or Rules	For all security staff	50/-
9	Whistles	For all guards	10/-

The number of items given above is to be maintained at site hence the necessary stand by arrangement of equipment, materials shall be the contractor's responsibility. Any shortage in the above if observed at site the necessary penalties will be imposed.

Note: No extra payment shall be paid to the contractor towards providing above. He/she has to manage above items within the quoted Management Fee/Service Charges.

Requirements of Security Guard and wages

A. Security wages given by Jiwaji University		
1	Trained Security Guard in Uniform with I-Cards, Shoes, Belts, Cap and name plates etc. for providing round the clock Security Services at University	As per labour department applicable rates of unskilled labour and EPF, ESI, Bonus as per Government Norms.
2	Gun man in Uniform with I- card, Shoes, Belts, Cap and name plates etc. for providing round the clock security services at University	As per labour department applicable rates of skilled labour and EPF, ESI, Bonus as per Government Norms.
	Supervisor in Uniform with I-Cards and name plates for providing round the clock security services at University	As per labour department applicable rates of skilled labour and EPF, ESI, Bonus as per Government Norms.
3.	Ex. Army	As per Rate Decided by Army Welfare/ solders board Gwalior.

Note: No. of Security Person can be increase or Decrease as per university requirements.

Attendance

The Contractor will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the university and should use **biometric attendance system**.

A)Daily Services

Housekeeping / cleaning services should be provided on all days excluding sun day or case third holidays, so that all areas are neat and clean all the time. Working hours should be adjusted in such a manner that cleaning work in the morning should be completed half an hour before the start time of normal work.

Housekeeping staff has to do following activities.

- (1) Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. of all the areas and all other departments at regular intervals on daily basis.
- (2) Cleaning sweeping, mopping with disinfectant stair cases, cabins, lobbies, reception Ceilings, Office Rooms, training rooms at regular intervals on daily basis.
- (3) Vacuum cleaning of all carpets and upholstered furniture
- (4) Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, firefighting equipment, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc.
- (5) Cleaning of dust bins, waste paper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals i.e. 3 times a day.
- (6) The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full.
- (7) Collect garbage in specified colour coded bags from all dust bins and garbage bins existing inside the premises and shall dispose at the designated area within the university.
- (8) Spraying room fresheners in all rooms on daily basis at regular intervals.
- (9) Cleaning, mopping, disinfecting OT floors, walls, ceilings / OT lights in morning before starting the case, in between cases and terminal cleaning at the end of the day (as per instruction & direction of In charge).
- (10) Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets , floors etc.
- (11) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning , afternoons and on call basis during daytime.
- (12) It is the responsibility of the contractor's deployed housekeeping staff to clear the chocking of sinks, wash basins, floor traps, nahani traps, EWC, IWC, P Traps, Rain water pipes, sewer chamber & sewer lines, the chocking shall be cleaned within 2(Two) hours after reporting the complaint. If there is any loss/ inconvenience to owing to chocking, appropriate penalties shall be imposed on the contractor.

- (13) Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains, common areas of the Buildings, as directed by the designated nodal officer of the health facility.
- (14) Any additional work assigned by the in-charge of the area where the housekeeping staff has been placed on duty. Once assigned an area the housekeeping staff will be under the control and supervision of the /Supervisor/Officer on duty of the area.

B) Waste Disposal Management

- i. The contractor will prepare a flowchart indicating the method of collection / disposal, etc.
- ii. The contractor will teach and train his staff for the collection / disposal work. The garbage will have to be disposed off at least thrice a day.
- iii. The contractor will make arrangement to collect garbage in specified colour coded bags from all designated area
- iv. Ensure that all the bins are cleared daily.

C) Weekly Services :

The deep cleaning of the entire area will be done by the contractor once a week as under : -

- (1) Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- (2) Thorough cleaning / sweeping / washing / mopping with disinfectant cleaning of all floors, staircases and toilets, scrubbing of all floors and ceramic tiles base. Cleaning of ceilings and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
- (3) Cleaning of sanitary fitting, toilet drain pipes etc. in the toilets with standard cleaning material.
- (4) Cleaning of all windows glasses and grill with detergent/ cleaning agents.
- (5) Washing of outside area with High Pressure Jet Machine.
- (6) Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- (7) The tenderer will make a cleaning program and submit to designated nodal officer of the facility for weekly cleaning so that the concerned officials / In-charge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.
- (8) The contractor will work in the specified area mentioned in the scope of work.
- (9) The contractor will provide the duty register to the designated nodal officer of the facility as required.

D) Housekeeping Monitoring and Control

For better management and smooth services, the following monitoring mechanism will be adopted by the contractor :-

1. Toilets Checklist

This is to be attached on the back of the toilet door. It is to be filled up by the Contractor supervisor on duty daily.

2. Management/Housekeeping Services Requirements/ Complaints Report.

This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the Services. All suggestions, complaints related to services or staff deployed by the contractor will be registered at site and reported to designated nodal officer of the

university The contractor will take immediate action to resolve the same failing which the Penalty Clause will be invoked.

3. Housekeeping Services Complaint Register.

This register is to be completed on the basis of information received by the Housekeeping Supervisor from the designated nodal officer of the University, inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter/fax/e- mail, verbal complaints from officials of the health facility etc. and necessary action is to be taken.

ROVISIONAL CLEANING SCHEDULE

[BUILDING AND OTHER BUILDING			
1	Cleaning	Every 2 nd hourly	Germicide, or any approved disinfectant
2	Washroom & wash Basins Cleaning	Thrice a day and as & when Required	Germicide, or any approved disinfectant
LOBBY			
3.	Garbage Removal	Thrice a day/ when bags are 3/4 th Full	As per the BMW guidelines
4.	Dry mop	Thrice a day	Feather brush
5.	Dusting	Thrice a day	Z colour duster
6.	Mopping	Thrice a day	Germicide, or any approved disinfectant

***Authority needs to assess exact requirement as per facility and indicate accordingly.**

RESOURCE REQUIREMENT FOR SWEEPER/SAFAI KARMI**Cleaning Material and Equipment:**

- Cleaning material shall be provided by the university.
- The contractor has to provide all the manpower, equipment, tools and tackles, their accessories /refills pertaining to housekeeping services.
- The contractor has to provide supervisory and management support by his own staff to get the maximum output from the housekeeping force provided to the University. Teaching and training for the same has to be done by the contractor.
- Following minimum No. of equipment (*Nos. & frequency of availability to be decided by the authority before floating the tender*), tools, tackles, their accessories, consumables etc. to be provided and maintained in the university by the contractor to the housekeeping staff. Number can be increased/decreased as per requirement.**

S.N	Description	Number required (Mandatory)	Min. Frequency of availability	Penalty charges per week in case of non-availability of equipment/tools (in Rs.)
1	SCRUBBING MACHINE SINGLE DISK	01	Quarterly	800/-
2	WET/DRY SCRUBBING MACHINCE RE-43 OR EQUIVALENT	01	Every 2 months	1000/-
3	INDUSTRIAL TYPE VACCUME CLEANER	01	Fortnightly	250/-
4	INDUSTRIAL TYPE CHOKING CLEANER	01	Every 6 months	500/-
5	MECHANISED ROD TYPE CHOKING CLEANER (100 ft. length)	01 Set	Every 6 months	200/-
6	HIGH PRESSURE JET	01	Every 6 months	250/-
7	WRINGER TROLLEY	10	Daily	100/-
8	CADDY BASKET	10	Daily	100/-
9	GLASS CLEANING KIT	10	Daily	50/-
10	WET MOPS KENTACKY	1 mop/ 2 corridors	Daily	50/- per unit
11	WET MOPS ROUND (FOR BATH ROOMS)	1 mop/ bathroom	Daily	50/- per unit
12	SWEEPING BRUSHES (DRY DUST CONTROL MOPS)	As per requirement	Daily	25/- per unit
13	HARD BROOMS FOR GROUND SWEEPING	As per requirement	Daily	
14	NYLON SCRUBBERS, DUSTERS, HARD AND SOFT BROOMS, BUCKETS, SQUEEZERS	As per requirement	Daily	

The number of items given above is to be maintained at site according to specified frequency/time. Qty. and frequency of use may be increased depends on work load, hence to be provided as and when required. The necessary stand-by arrangement of equipment/materials shall be the contractor's responsibility. Contractor has to manage above machines and their consumables/spare parts within the Management Fee/Service Charges. No extra payment shall be made to the contractor for providing machines and its maintenance. Any shortage in the above if observed at the site, the necessary penalty shall be imposed.

Uniforms of housekeeping staff, I- Cards, Covered trolleys, dustpans, mops, buckets, wipers, gloves, dusters, scrubbers, sponge, brooms, brushes, safety gear etc. to be provided by the contractor as per requirement. If housekeeping staff is found without uniform and safety gloves, gumboots etc. (which are required for safety of housekeeping staff & infection control), the contractor shall pay penalty of Rs. 100/- per day or at each instance. For repeated non-compliance, double the penalty i.e. Rs. 200/- shall be payable.

TECHNICAL TENDER FORM

Ref: Your Tender No: Store/Admin/2020/

Dated 05.02.2020

To
The Registrar
Jiwaji University
Gwalior – 474 011 (MP)

1. We, the undersigned, have examined the above mentioned Tender document. We now offer to deploy manpower to perform duties.
2. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
3. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
4. We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
6. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of
_____ **(Name of Tenderer)**

N.B : The above tender form, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

Part-(i)

Declaration

1. I, son/daughter of Shri....., proprietor/partner/director/authorized signatory of M/s, am competent to sign this declaration and execute this tender document.

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 applicable 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 liabilities towards prosecution under appropriate law.

4. Affidavit on 100/- Rs. STAMP PAPER That the firm is Not Black Listed from any Government Department and neither debarred from any Department/Authorities should be enclosed. Tender should be Technically cancelled without this affidavit or any complaint by Authorities against the agencies found.

**Signature of Authorized Person
(Name, designation and seal)**

Date:

Place:

N.B : The above declaration, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

Part-(iii)

PROFORMA FOR THE PERFORMANCE STATEMENT OF TENDERER (of latest last three years):

Sr. No.	Name and address of client; Name, designation and contact no. / e-mail id. of the officer concerned	Contract details including total manpower deployed	Value of Contract (Rs.)	Duration of the contract (From to To)	Client satisfactory certificate enclosed (Yes/No) If Yes enclosure No.
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
	Additional information, If any				

Signature of tenderer

Name and designation of signatory with seal

Date:

Place:

N.B: The above details, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

Requirements of Man Power Staff and wages

A. Manpower Charges:							
S.No.	Description of man power						
1	Un-skilled (Lab attendant/Peon/Mali/Safai-karmi)	As per Labour Rate of Unskilled Labour					
2	Skilled (Lower division/ clerk/ Supervisors/Driver, Electrician/Plumber/ Carpenter/Meson)	As Per Labour Rate of Skilled					
3	Super-Skilled (Computer operator/Library Assistant)	As Per Approved by Jiwaji University					
4	Others (Ex- Service Man/Security personnel)	As per Rate Decided by Army Welfare/ solders board Gwalior.					

Signature of Authorized Person (Name, designation and seal)

FINANCIAL E-BID FOR MAN POWER SERVICES

**Financial Proposal Submission form
(To be submitted on the e-procurement Portal)**

S.No.	Bidder's Service Charge (%) in figures (Should not be less than 5.0%)	Bidder's Service Charge (%) in words (Should not be less than five percentage)

Note:

1. Proposal less than service charge of 5% shall be rejected. The minimum 5% service charge rate is arrived based on the consideration of selected Bidder's charges towards hiring & deployment of manpower, payment of salaries, billing, SLA compliances, Compliances of Statutory liability and acts, Development of IT Facility and provisioning of support staff at Jiwaji University. office and other administrative and overhead charges including stakeholder management like Jiwaji University. Therefore, it is derived actual payment as service charges of 5% minimum to be provisioned for this assignment being a long-term project including the risk and stability involved.
2. Commission charges shall be computed on applicable gross bill of the manpower.
3. Commission charges shall be quoted taking into account of all overhead expenses envisaged by the bidder (not attributable to the Jiwaji University for efficient functioning/execution of contract.
4. the rates of wages to be paid to manpower provided shall be as per notification of Labour Department under minimum wages act (for particular district). The equivalence of posts advertised with categories notified by Labour Department will be finally decided by the department of higher Education.
5. Statutory liability (ESIC and EPF) would be paid to successful bidder at the prevailing rates (as per govt. rules)
6. GST would be paid to successful bidder at the prevailing rates.
7. Any other Tax, Insurance liability if arises due to any government order, it would be paid to successful bidder except income tax.
8. The insurance coverage against the risks shall be as follows:
9. Third party liability insurance, with a minimum coverage of in accordance with the applicable law to Madhya Pradesh Government, Republic of India.
10. Bidder has to quote the service charge in percentage of up to one decimal place only. If more decimal values are found, it would be rounded off to the nearest value removing the decimal value after one decimal i.e. 2.456 would be converted as 2.4 and 2.678 would be converted as 2.6

Note - Service charge is as per M.P. Higher Education Department Bhopal (Approved tender No. 266/660/DHE/Section-1/2018/07.03.2019

PROFORMA OF PERFORMANCE BANK GUARANTEE

In consideration of the Registrar, Jiwaji University, Gwalior (hereinafter called the “Client”) having offered to accept the terms and conditions of the proposed agreement (hereinafter called the “said Agreement”) between Registrar, Jiwaji University, Gwalior and M/s..... (hereinafter called the “said Contractor”) for the work of man power Services having agreed to production of an irrevocable bank guarantee for Rs._____ (Rupees _____ only) as a security / guarantee from the contractor for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We _____ (hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs._____ (Rupees _____ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the ____ day of ____ for _____

Signature of the authorized officer of the Bank

Name & Designation of the officer

Seal, Name & Address of the Bank and Address of the Branch

FORMAT OF CONTRACT AGREEMENT

(On Non-judicial Stamp Paper as per m.p Govt. rules)

THIS AGREEMENT made the day of, 2016 Between Registrar, Jiwaji University, Gwalior (hereinafter "the Client") of the one part and M/s _____ (hereinafter called "the Contractor") of the other part:

WHEREAS the Client is desirous that certain services viz. Supply man power Services in the tender reference no. _____ Dated _____ and has accepted a bid by the Contractor for the performance services for the sum of Rs. _____ /- (*Rupees* _____ *only*) (hereinafter called "the Contract Price") and supply of consumables as per rates given in the financial bid of its tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) The Letter of Acceptance issued by the Client.
- b) The supplier's bid including enclosures, annexure, etc.
- c) Tender document along with all enclosed documents.
- d) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the service provider, such confirmations given by the bidder which are acceptable to the contractor and the entire Addendum issued as forming part of the contract.

3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Client to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Contractor are as under.

Sl. No	Brief Description of Services	Contract Duration	Total Price	Service tax in %	Total value inclusive of Service tax
1					

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Client)

In the presence of

Signature

Name

Address

Witness 1.

2.

Signed, Sealed and Delivered by the

Said _____ (For the Contractor)

In the presence of

Signature

Name

Address

Witness 1.

2.

