

श्री माता वैष्णो देवी विश्वविद्यालय

Shri Mata Vaishno Devi University Kakryal (Katra)–182320

NOTICE INVITING e-TENDER(e-NIT) for providing the services of Supervisors, Cooks, Helpers / Peons, Drivers, Cook cum Helpers, General Line Workers etc. at Shri Mata Vaishno Devi University, Kakryal, Katra (J&K)

Online bids through open tender under two-bid system are invited on behalf of SMVDU, Kakryal for providing the services of Supervisors, Cooks, Helpers / Peons, Drivers, Cook cum Helpers, General Line Workers etc. at SMVDU Campus, Kakryal. The details of the tender are appended in the succeeding pages from **Annexure 'A' to 'F'.** Tender document can be viewed and downloaded from SMVDU website www.smvdu.ac.in and J&K e-tender portal http://jktenders.gov.in upto the stipulated last date and time of submission of bids mentioned in the table below. **Sale of hard copy of the tender document is not applicable.**

SECTION 1 Brief details and Critical Details of Tender

(a) The brief details of the tender are as under

| S.No. | Description | NIT Details | | |
|-------|-------------------------------|---|--|--|
| 1. | University Name | Shri Mata Vaishno Devi University | | |
| 2. | Name of Department | Security Wing | | |
| 3. | Tender No. | SMVDU/Admin/HK/2023/106 dated 21.03.2023 | | |
| 4. | Tender Subject | Tender for providing the services of Supervisors, Cooks, | | |
| | | Helpers / Peons, Drivers, Cook cum Helpers, General Line | | |
| | | Workers etc. | | |
| 5. | Tender Type | Open e-Tender system | | |
| 6. | Earnest Money Deposit | Rs. 2,00,000/- (Rupees Two Lakh Only) | | |
| 7. | EMD payable to | University Account Details for deposition of the EMD | | |
| | | Amount :- Rs. 2,00,000/- (Rupees Two Lakh Only) | | |
| | | Bank Name: The Jammu and Kashmir Bank Ltd. | | |
| | | Account Title:- SMVDU Retention Money A/c | | |
| | | Account No:- 0477040520000029, | | |
| | | IFSC Code:- JAKA0SMVDUN | | |
| | | Branch: SMVDU | | |
| 8. | Tender fee (non – refundable) | University Account Details for deposition of the Tender | | |
| | | Fee:- Rs. 1,000/- (Rupees One Thousand Only) | | |
| | | Bank Name: The Jammu and Kashmir Bank Ltd. Account | | |
| | | Title:- Registrar, SMVDU | | |
| | | Account No:- 0477040100000023, | | |
| | | IFSC Code:- JAKA0SMVDUN | | |
| | | Branch: SMVDU | | |
| 9. | Availability of tender | Tender document can be viewed and downloaded from | | |
| | document | SMVDU website <u>www.smvdu.ac.in</u> and JKUT e-tendering | | |
| | | portal <u>http://jktenders.gov.in</u> . | | |
| 10. | Contract period | 2+1 years | | |
| 11. | Validity of bids | 120 days from the last date of submission | | |
| 12. | Tender Inviting authority | Registrar SMVDU, Kakryal, Katra, Dist. Reasi – 182320, | | |
| | | email id- registrar@smvdu.ac.in | | |
| 13. | Contact Details | 01991-285524 Extn. 2777/2116, 8899955387, 8899976387 | | |
| | | (Available from 0900 hrs to 1700 hrs except Saturday, | | |
| | | Sunday and Public holidays) | | |
| | | Sunday and aone nondays) | | |

(b) The critical dates of the tender are as under

| S. No. | Particulars | Date & Time |
|--------|---|---|
| 1. | Publish date and time | 21.03.2022 1500 hrs |
| 2. | Document Download Start Date & Time | 21.03.2022 1600 hrs onwards |
| 3. | Document Download End Date & Time | 10.04.2022 2200 hrs |
| 4. | Online Bid Submission Start Date & Time | 21.03.2022 1700 hrs onwards |
| 5. | Online Bid Submission End Date & Time | 11.04.2022 1600 hrs |
| 6. | Bid Opening Date & Time | |
| | (i) Technical bid | 13.04.2022 1500 hrs |
| | (ii) Financial bid | To be intimated separately through e-tender portal / university website |

No. SMVDU/Admin/HK/2023/106 Dated: 21.03.2023

Sd Registrar SMVD University Kakryal, Katra

<u>Instructions to bidders regarding e-tendering process</u>

- 1. Bidders are advised to download bid submission manual from the "Downloads" option as well as from "Bidders Manual Kit" on website www.jktenders.gov.in to acquaint bid submission process.
- 2. To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000, as amended from time to time. Bidders can get digital certificate from any approved vendors.
- 3. The bidders have to submit their bids online in electronic format with digital Signature. **No bid shall be accepted in physical form.**
- 4. Bids will be opened online as per time schedule mentioned in the table of critical dates. If the mentioned date is declared as a holiday, the bids shall be opened on the next working day at the same time.
- 5. Bidders must ensure to upload scanned copies of all necessary documents as mentioned in the e-NIT.
- 6. Proof of transaction in respect of cost of tender document and EMD alongwith the technical bid, mentioning full details of the transaction is to be uploaded online.
- 7. Bidders are advised to use "My Documents" area in their users on e-tendering portal to store important documents.
- 8. SMVDU will not be responsible for delay in online submission due to any reasons.
- 9. Conditional bidding shall not be entertained.
- 10. Bidders may contact office of the Registrar, SMVDU or the Chief Security Officer, SMVDU for any guidance or query on Mobile nos. **8899955387**, **8899976387**.
- 11. Bidders are advised not to make any changes in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate inclusive of all taxes and it should be saved with the same name as it contains.
- 12. The rate shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to be valid upto the completion of the contract/until revision of minimum wages by the Govt. of J&K UT. The rates of wages should be filled for the complete month i.e 30 days, not on per day basis and must be inclusive of paid Week Off in the BOQ.
- 13. The rates of wages to be quoted for each category of manpower should not be less than the minimum wages applicable in J&K UT. The bids quoting rates lesser than minimum applicable wages shall be summarily rejected.
- 14. Any corrigendum or subsequent information shall be updated on the e-tender portal / university website only. Bidders should keep track of the same.

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1. ELIGIBILITY CRITERIA

- a) The tenderer should be a registered and licensed contractor/ firm/ Agency with relevant regulatory authority. Self attested copies of requisite documents / certificates issued from appropriate authorities should be submitted online alongwith the tender to substantiate the claim.
- b) The tenderer must have a minimum 5 years of operational experience in similar environment like Govt./Semi Govt. offices/ Universities/ Autonomous bodies/ Public Sector Undertakings for providing the services of workers viz. Supervisors, Cooks, Helpers / Peons, Drivers, Cook cum Helpers, General Line Workers etc. and should be a profit making firm / contractor.
- c) The tenderer should possess ISO 9001:2015, or latest updated version of the Certification in providing quality Outsourced Manpower Services. Necessary supportive documents shall be uploaded / enclosed with the bid.
- d) The tenderer should be an Income Tax payee. Copies of Income Tax Return, Balance Sheet, Profit & Loss Account for the last three years must be uploaded.
- e) Annual turnover of the tenderer should be at least **Rs. 1.5 crore** each year continuously for the last three financial years (2019-20, 2020-21 & 2021-22).
- f) The tenderer should have atleast 100 outsourced workers on its roll providing similar services as required by SMVDU. The Provident Fund and ESIC challan of these workers must be uploaded with the tender.

2. PROCEDURE FOR SUBMISSION OF TENDER:

- a) Bidders are invited to submit Bids for "e-Notice Inviting Tender (e-NIT) for providing Outsourced Manpower at "Shri Mata Vaishno Devi University" in two parts viz. Technical Bid (Annexure-'D') and Financial Bid Annexure-E (BoQ needs to be filled online only) as per enclosed Proforma alongwith duly signed and stamped supporting documents, Tender fee, EMD etc.
- b) Tender document can be downloaded from the e-tendering website http://jktenders.gov.in or the university website www.smvdu.ac.in by or before the last date and time of downloading mentioned in the table above. The tender fee amounting to Rs.1000/- (Rupees One thousand only) (Non-refundable) is required to be submitted in the designated University Account as mentioned in the S.no. 8 in sub-part (a) of the Section 1 of the bid document at the time of submission of bids. The proof of submission of tender fee is also to be uploaded alongwith the technical bid. Tenders received without payment of tender fee and EMD shall be summarily rejected.
- c) The rates quoted should be inclusive of all taxes / duties & other liabilities viz. P.F. Contribution, ESI, other allowances(if any), Service charges and Goods & Service Tax.
- d) Technical and Financial bids complete in all respects, as per annexed Proforma (**D** & **E**), must be uploaded at the aforesaid portal, as per stipulated date and time mentioned in the table. The tenders uploaded / received after due date and time mentioned above shall not be entertained under any circumstances.
- e) In case of any incomplete document / information submitted by the tenderer / contractor, his tender shall be rejected without assigning any reason thereof.

- g) Participation in the tendering process shall not constitute that the contractor is automatically qualified.
- h) The bidder shall be responsible for ensuring that all documents/attachments are properly uploaded on the portal before submitting his final bid. The University shall not be responsible for any technical glitches or errors in this regard.
- 3. Earnest Money Deposit(EMD): An Earnest Money Deposit amounting to Rs. 2,00,000/- (Rupees Two Lakh only) is required to be submitted in the designated University Account through online mode only as mentioned in the S.no. 7 in sub-part (a) of the Section 1 of the bid document at the time of submission of bids, without which the tender submitted by the firm(s) shall be rejected. EMD of the unsuccessful tenderers shall be refunded immediately after finalization of tender / contract. However, the EMD of the successful tenderer who, after issuance of award of contract, fails to provide the services within the time limit(provided for starting the requisite services) shall be forfeited. The proof of submission of EMD is also to be uploaded along with technical bid. EMD submitted in any other form viz. FDR/ CDR/ DD will not be entertained under any circumstances.
- **4.** Security Deposit: The successful tenderer will be required to furnish Performance Security amounting to Rs. 5,00,000/- (Rupees Five Lakh only) in the designated University Account through online mode only as mentioned in the S.no. 7 in sub-part (a) of the Section 1 of the bid document for due fulfillment of the contract for outsourced manpower services. The total amount of Rs. 7,00,000/- (EMD + Performance Security) will be treated as Security Deposit. No interest will be given on the Security deposit. The Performance Security shall have to be furnished within seven (07) days of award of the contract. Any penalty / fines / compensation due from the tenderer will be deductible from the Security deposit. The security deposit subject to deductions will be refunded two months after termination or expiry of the contract / agreement. However, the Security Deposit of the successful tenderer shall be forfeited in case he / she fail to execute the contract after the award of contract.
- 5. <u>SELECTION CRITERIA</u>: All bidders shall upload documentary proof duly signed and stamped, in support of meeting eligibility criteria. In the first stage of evaluation, bid shall be rejected, if found deficient as per the requirements of Tender. Financial bids of only those agencies shall be considered, whose technical bids are complete in all respects and qualify the technical criteria as per tender document. The participating bidder's eligibility shall be evaluated on the basis of points to be obtained in the point matrix given below:-

A. <u>Technical & Pre-Qualification Points</u>:

| S. No. | Description | Particulars | Max. Points | Document detail required (duly attested by the firm) |
|--------|--|-------------------------|----------------|--|
| | Latest(FY 2021-22/2022-23) | Manpower: (401 & above) | 10 | |
| 1 | varied outsourced manpower | Manpower: (201-400) | 7 | List of staff with designation and date of |
| | strength (Not less than 100) | Manpower: (100-200) | 5 | appointment |
| | Cumulative turnover for last 03 | 10 Crore and above | 10 | CA audited balance |
| | FY viz. 2019-20, 2020-21 & 2021-2022 (Atleast 1.5 crore for each year) | 6-9.99 Crore | 7 | sheet for the last three |
| 2 | | 4.5-5.99 Crore | 5 | years 2019-20, 2020-21 & 2021-2022 |

| 2 | Outsourced Manpower contracts valuing more than Rs. 50 lakh per | > 5 contracts 3-5 contracts | 10 7 | Relevant copies of work |
|---|--|-----------------------------|---------|--|
| 3 | annum executed over the last 03 years (2019 onwards) | upto 2 contracts | 5 | orders alongwith work experience certificate |
| | Experience of executed varied outsourced manpower contracts (Not less than 05 years) | > 10 years | 10 | List of works executed |
| 4 | | 8-10 years | 7 | (year wise) alongwith |
| 4 | | 5-7 years | 5 | work experience certificate |
| | Total Score | | | |

B. Technical & Financial Bid Evaluation criteria:

- i. For qualifying in the technical bid, bidder shall have to score minimum 5 points in each category of point matrix from Sr. no. 1 to 4 and minimum 20 out of 40 as mentioned in the above point matrix table. Any bidder failing to obtain the minimum qualifying score, the technical bid shall not be considered for financial bid opening process.
- ii. Financial bids of the technically qualified bidders shall be opened and the bidder emerging L-1 bidder shall be considered for the allotment of the contract, subject to fulfilling the requisite formalities. In-case of the tie in rates, the bidder scoring more in the point matrix table provided above, shall be considered for the allotment of the contract. In-case of tie at second instance, it shall be decided by the process of "draw of lots" in presence of bidders who have tie in rates.
- iii. The tenders shall be opened online by the Committee constituted for this purpose as per date and time mentioned in the table at point (b) Section 1, in the presence of the tenderers / their authorized representatives, who may wish to be present at the time of opening of the tenders.
- 6. <u>PRE-BID MEETING</u>: A pre-bid meeting will be held on <u>28.03.2023</u> by <u>11:30 am</u> at SMVDU, Campus. It is advised that before the Pre-bid meeting, the tenderer shall visit the site to acquaint themselves with the prevailing condition and other facilities available nearby. Conceptual understanding / layouts of area will be shown to the bidders during pre-bid meeting. SMVDU reserves the right to modify the terms & conditions of e-NIT after the pre-bid meeting in view of any practical modalities which may emerge during the pre-bid meeting.

No. SMVDU/Admin/HK/2023/106 Dated: 21.03.2023 Registrar SMVD University Kakryal, Katra

Annexure-B

Category wise break-up of the Outsourced Manpower at SMVDU

| S.no. | Name of the employment | Category | Required strength |
|-------|--|----------------|-------------------|
| 1 | V.I.P. Attendant | Highly Skilled | 1 |
| 2 | Gofer(for VC secretariat) | | 2 |
| 3 | Hostel Caretaker(Female) | | 2 |
| 4 | Hostel Caretaker(Male) | Ministerial | 1 |
| 5 | Supervisor(01 Electrical, 01 Mechanical & 01 Horticulture) | | 3 |
| 6 | Data Entry Operator | | 3 |
| 7 | Driver | | 5 |
| 8 | Technician(Network and CCTV system) | Skilled | 6 |
| 9 | Cook | | 1 |
| 10 | Mason | | 2 |
| 11 | Cook cum Helper | | 2 |
| 12 | Helper | Unskilled | 102 |
| 13 | General worker | | 31 |
| | Total | | 161 |

1. GENERAL TERMS & CONDITIONS:

- 1. Before participation in the tendering process, the tenderers, in their own interest, are advised to visit the Campus to assess the nature of work of the required manpower and satisfy themselves in all respects. SMVDU shall bear no responsibility for lack of acquaintance working conditions or any information relating thereto, on their part. The consequences of the lack of knowledge, as aforesaid, on the part of the tenderers shall be at their own risk & responsibility.
- 2. The rates tendered for each Supervisors, Cooks, Helpers / Peons, Drivers, Cook cum Helpers, General Line Workers etc. inclusive of all taxes/ duties & other liabilities viz. P.F. Contribution, ESI, other allowances(if any), Services charges and Goods & Services Tax should be clearly mentioned in the break up. The tenderer should quote the rates separately for each category of outsourced manpower mentioned at "Annexure-B".
- 3. The Tenderer / Contractor shall take all precautions that the persons engaged/deployed as workers (Supervisors, Cooks, Helpers / Peons, Drivers, Cook cum Helpers, General Line Workers etc.) at SMVDU are highly disciplined, courteous, sober, honest and free from any virulent or contagious disease(s). The University may ask the tenderer to produce: (a) Medical Fitness Certificate from authorized Medical Officer and (b) Character Certificate from Police for all persons engaged by the tenderer in Performance of contract. However, the SMVDU reserves its right to ask the tenderer to replace any or all unsuitable outsourced personnel deployed by them, at any time during the contract period.
- 4. The workers of the tenderer / contractor shall be of good character and of sound health and not below the age of 18 years. Responsibility of antecedents of his workers shall lie with the Contractor.
- 5. In case of any default or deficiencies of services provided by the tenderer, the alternate arrangement will be made by the University at the risk, cost and responsibility of the tenderer.
- 6. If even after the award of contract, information/ facts submitted by the tenderer is found misleading / incorrect / false etc., SMVDU reserves the right to terminate the contract.
- 7. The successful tenderer shall have to execute an agreement on non-judicial stamp paper of requisite denomination within a week from the date of allotment of award/ contract letter which shall be the guiding document for operation of contract so awarded.
- 8. The successful tenderer who is awarded the contract for providing the services of Supervisors, Cooks, Helpers / Peons, Drivers, Cook cum Helpers, General Line Workers etc. subject to fulfillment of all other formalities should be able to provide the requisite personnel within a period of 10 days from the date of award of contract failing which the contract may be awarded to the next lowest tenderer at his risk and cost.
- 9. The detailed requirement of the outsourced manpower mentioned above may increase or decrease as per the actual requirement of the University.
- 10. In case of expiry of the term of the contract / agreement so allotted in favour of a successful tenderer, the service provider shall not withdraw the workers provided by him at his own until he is informed of the same in writing by the SMVDU to do so.
- 11. In case of any incomplete document / information submitted by the tenderer, his tender may be rejected without assigning any reason thereof.

- 12. All persons engaged by the tenderer / contractor shall be comprehensively insured for accidents and injuries by the tenderer. Liability / Responsibility in case of any accident causing injury / death of any worker shall be of the tenderer / contractor.
- 13. The Contractor shall indemnify SMVDU for any injury or death of his workers occured while executing works in SMVDU campus as part of the contract.
- 14. The tenderer shall fully comply with all applicable laws, rules and regulations relating to PF Act, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act and such other Acts or Laws, Regulations passed by GOI, J&K UT and Local Govt. Agency or Authority.
- 15. The tenderer shall contribute & deduct equivalent amount from the basic wage per head of the worker provided by him along with Statutory charges as Provident Fund contribution on the rates applicable for compliance with various Statutory obligations related to PF. The SMVD University shall not be liable for any liability past or otherwise and no claim shall be made for the same by the tenderer to the SMVDU in this regard. The contractor shall allot universal account nos. and provide electronically generated receipts (ECR) to his workers depicting PF credited to their accounts on regular basis.
- 16. The tenderer shall abide by all Laws of the land including Labour Laws, Tax Deduction Liabilities, Welfare Measures of its workers / employees & all other obligations that enjoin in such cases & are not essentially enumerated & defined herein, though any such onus shall be the exclusive responsibility of the tenderer, it shall not involve the SMVDU in any way whatsoever.
- 17. The tenderer / contractor shall obtain Adequate Insurance Policy in respect of his workers engaged by it towards meeting the liability of compensation arising out of injury / disablement / death at workplace. The contractor shall issue ESI e-pehchan cards to his workers within two months after award of contract.
- 18. The tenderer shall not assign, sub-contract or sublet the whole or any part of the contract if so allotted to him.
- 19. The tenderer shall provide two sets of summer and winter uniforms for men & women workers every year and ensure that they wear them at all times and keep them clean. The firm's name shall be inscribed on the pocket of the Shirt worn by the workers. The decision of the Incharge Housekeeping, SMVDU for the dress colour / code of outsourced staff shall be binding on the tenderer.
- 20. All the workers must be issued Identity Cards by the tenderer / contractor bearing photographs. A list of such workers engaged by the tenderer / contractor along with their addresses (permanent & temporary) and photographs must be submitted to the Chief Security Officer, SMVDU.
- 21. The tenderer / contractor shall utilize the services of his workers, through a supervisor of the agency in various offices, schools, faculties, hostels, administrative block, guest house and other areas from 9:00 A.M. to 5:00 P.M. The workers shall be authorized weekly off as per the labour laws.
- 22. In case of any dereliction of duty, gross neglect, and unintended or intended damage caused by the contractor or its staff or any harm done to the SMVDU, its properties, its designated officials or other employees and students, the tenderer / contractor shall be liable to make good of the loss or pay compensation, refund expenditure on legal/judicial proceedings as well as pay penalty which the Vice Chancellor, SMVDU may deem fit.
- 23. None of the workers of the tenderer / contractor shall enter into any kind of private work in SMVDU campus or indulge in any kind of undesirable activities.

- 24. It shall be the responsibility of the tenderer / contractor to take back the identity cards of his workers on expiry of their term of engagement with the contractor and any such replacement during the contact period shall be informed to the I/c Housekeeping, SMVDU along with the particulars and photograph of new worker(s).
- 25. The tenderer will have to abide by the rules & regulations and conduct as decided by the University authorities.
- 26. That no right, much less a legal right shall vest in the Tenderer's / Contractor's workers to claim / have employment or otherwise seek absorption in SMVDU nor the Tenderer's / Contractor's workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the SMVDU. The workers will remain the employees of the Tenderer / Contractor and this will be the responsibility of the Tenderer / Contractor to make it clear to their workers before deputing on work at the SMVDU.
- 27. The workers (Supervisors, Cooks, Helpers / Peons, Drivers, Cook cum Helpers, General Line Workers etc.) will take day-to-day instructions from the Chief Security Officer /Incharge Housekeeping, SMVDU. These workers of tenderer shall be bound to perform the jobs assigned by Chief Security Officer / Incharge Housekeeping, SMVDU.
- 28. The drivers deployed for driving University vehicles and tractor should have valid driving licenses issued by the RTO and must possess adequate work experience for driving these vehicles. The Contractor should ensure that the Driving licenses of Drivers engaged are certified by the concerned Regional Transport Officer that the said Driving License is valid with authorization to drive the specific type of vehicle with passengers endorsement, if any. The above Certificate of Regional Transport Officer concerned shall be produced immediately at the time of providing of services of the drivers as and when requisitioned by the SMVDU. Similarly, it shall be the responsibility of the Contractor to deploy Bus Helpers (Conductors) along with valid card / permission from the Transport Authorities of the Government.
- 29. If in the execution of their work, any infraction/breach/infringement of any law, rules/byelaws for the time being in force, takes place; tenderer shall indemnify the University and hold the University harmless against the consequences of any or all litigation/ prosecution in any matter connected with or arising out of the subject license including the result of any labour dispute and should any award or decree including awards of any labour court and/or Arbitrator which might be enforced/sought against the University, the University shall be compensated by the Contractor to the full extent in respect of all such claims/awards etc.
- **2. PAYMENT TERMS:** The monthly payment shall be made by the Contractor to its outsourced manpower by or before 5th of every month in their individual bank accounts and the record of money transferred is to be enclosed with the monthly bill. The reimbursement of the monthly payment to the Contractor shall be made by the SMVD University within seven (07) working days approximately after submission of the original bill duly verified by the I/c Housekeeping, SMVD University, alongwith records of attendance, payment made to the workers, P.F. deposit conformation receipt and proof of ESIC deposit. In no case the wages disbursed to the workers shall be lesser than the minimum wages proportionate to attendance of the workers in each category.
- 3. <u>CONTRACT DURATION</u>: The duration of the Contract shall be for a period of two years from the date of award of contract which may be further extended by mutual consent for a further period of one year on same rates and terms & conditions. However, the contract shall remain in force subject to quarterly appraisal by the Incharge Housekeeping, SMVDU and review by the Registrar, SMVDU. In case, the job / work performed is not found to be satisfactory, the Contract shall be terminated even before the contractual period.

- **4.** <u>VALIDITY OF RATES</u>: The rates approved under the contract / agreement shall be valid till the period of contract. The rates of wages shall be revised on pro rata basis upon revision of minimum wages by the Government of J&K UT.
- **5. ARBITRATION:** If there arises any dispute relating to contract / agreement, the same shall be referred to Arbitration by the Hon'ble Vice Chancellor of the University, whose decision shall be final and binding on both the parties i.e. University and the Contractor. The Arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time. Any legal dispute shall be subject to the jurisdiction of Jammu District Courts only & no other Court shall have the jurisdiction.

6. PENALTY CLAUSE:

- a) In case of deficiency/default in performance of duties, misbehavior, poor turnout, indiscipline, slackness or disobedience of the instructions of Incharge Housekeeping or University authorities/ officials, a fine of minimum Rs. 5000/- shall be imposed on the firm on each occasion, on sole discretion of Vice Chancellor, SMVDU. Reoccurrence of such incidents may lead to termination of the contract at the risk and cost of the contractor.
- b) SMVDU reserves the right to terminate the contract of a successful contractor without assigning any reasons thereof.

7. SMVDU RIGHTS IN RESPECT OF e-TENDER:

- a) The University reserves the right to accept / reject, at any stage of the process, any or all tenders submitted in response to this invitation for Tender, and / or to modify the process at any time without assigning any reason whatsoever and without any obligation or liability whatsoever.
- b) The University reserves the right to shortlist the tenderers as per the requirement of the University and to allot outsourced services contract to the tenderer, if deems eligible and qualified based on the responses received, and the decision of the University in this regard shall be final.
- c) The award process may be postponed / cancelled suo motto without assigning any reason or giving any notice to the tenderers. The University reserves the right to consider the tenders of only short-listed firms.

No. SMVDU/Admin/HK/2023/106 Dated: 21.03.2023 Sd Registrar SMVD University Kakryal, Katra

Technical Bid

The tenderer shall furnish the following information with documentary evidence in the same sequence as mentioned in the table below. All pages of the technical bid are to be serially numbered and the document is to be properly indexed and signed by the Authorized Representative of the firm/agency. This data shall be uploaded in the technical bid only without fail.

| Name of the Firm: M/s | |
|-----------------------|--|
| Name of the Firm: M/s | |

| Sl. No. | Particulars | Details (if yes, furnish number) | Appendix no. (attached in bid at Page No.) |
|------------|--|----------------------------------|--|
| 1. | Name of the Firm/ Agency: | M/s. | , |
| 2. | Status of the Firm/Agency:(Proprietorship/Partnership/Joint Stock Co.etc) | | |
| 3. | Address: | | |
| 4. | a) Office: | | |
| 5. | b) Residence: | | |
| 6. | Telephone/ Mobile No./ e-mail address /Website address | | |
| 7. | Name of the Proprietor/Partner/Director | | |
| 8. | Documentary Proof of: | (Tick the relevant option) | |
| | a) Certificate of registration of the firm with Registrar of Firms or under Shop & Establishment Act, as applicable | Yes/No | |
| | b)EPF and ESI registration proof | Yes /No | |
| | c)GSTIN and PAN | Yes/No | |
| | d)Income tax return for A.Y. 2020-21, 2021-22 & 2022-23 | Yes/No | |
| | e)Balance sheet for F.Y 2019-20, 2020-21& 2021-2022 | Yes /No | |
| | f) Latest GST clearance certificate (not prior to April 2022) | Yes/No | |
| | g) Latest(FY 2021-22 & 2022-23) experience certificate of providing more than 100 varied outsourced staff(as mentioned in Annexure-B) at a time in similar environment like Govt. offices, Universities, Autonomous bodies, Public Sector Undertakings. Also bidder shall attach relevant copies of EPF and ESIC Challans of those 100 varied outsourced personnel (highlighted with highlighter) and an affidavit that these workers are provided by our agency for the mentioned nature of employment filled against each. | Yes/No | |
| | h) Annual turnover for financial year 2019-20(CA certified) | Yes/No | |
| | i)Annual turnover for financial year 2020-21(CA certified) | Yes/No | |
| | j) Annual turnover for financial year 2021-22(CA certified) | Yes/No | |
| | k) Proof of Earnest Money Deposit(EMD)l) List of office / field staff available with the firm as on | Yes/No Yes/No | |
| | date. | 1 65/110 | |

| m) Manpower contracts valuing more than Rs. 50 Lakh per | Yes/No | |
|--|----------|--|
| annum executed / under execution over the last 03 years | | |
| (2019 onwards) | | |
| n) Operational experience (not less than 05 years) of | | |
| providing varied manpower services(as mentioned at | | |
| Annexure-B) in similar environment like Govt. offices, | Yes/No | |
| Universities, Autonomous bodies, Public Sector | | |
| Undertakings etc. duly supported with documentary proof. | | |
| o) ISO 9001:2015 or latest updated version of the | | |
| Certification in providing quality Manpower Services. | Yes/No | |
| p) List of qualified and professional manpower already | | |
| available with the tenderer in varied manpower | | |
| categories(as desired at Annexure-B) for deployment in | Yes/No | |
| case of award of contract allotted by SMVDU. | | |
| q) Affidavit to the effect that the firm has never been | Yes / No | |
| blacklisted during the last 05 years. | | |

(Copies of documentary proof duly signed and stamped must be uploaded in support of the above)

| For & on behalf of M/s | (Authorized Cianotomy) |
|------------------------|------------------------|
| | (Authorized Signatory) |
| | |
| Name | |

Financial Bid

| . Name of Tenderer: | | | | | |
|---------------------------------|-----------------------------|--|--|--|--|
| 2. Details of Earnest Money Dep | oosit of Rs. 2,00,0000/- | | | | |
| (a) Demand Draft No | (b) Name of Issuing Bank: _ | | | | |

${\bf 3. \ Quoted \ rates \ for \ the \ requisite \ Manpower:}$

| S.No. | Component of Rate | V.I.P. Attendant | | r(for VC etariat) | Caretaker |
|-------|---|------------------|---|----------------------|-----------|
| | | Rate (per p | l | | in Rs. |
| A | Basic Wages (as per Minimum Wages Act applicable in the Union Territory of J&K)* | \ | | | / |
| В | Less PF Deduction @ 12% of Basic Wages towards Employee's Share | | | | |
| С | Less Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share) | | | | |
| D | Amount after deduction (A-B-C) | | | | / |
| Е | Other Allowances: | | | | / |
| F | Inhand Wages to be deposited in the individual Bank A/c of the workers by Agency. (D+E) | | | | |
| G | Statutory Contributions: (i) PF @ 12% of Basic Wages towards Employee's Share [as deducted at (B) above]. (ii) PF @ 12% of Basic Wages towards Employer's Share (iii) Adm. Charges @ 0.5% of EPF Wages. (iv) EDLI @ 0.5% of EDLIWages | | | | |
| | (v) Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share) (vi) Employee's State Insurance @ 3.25% of the Basic Wages (Employer's Share) | | | | |
| Н | Total: G (i) + (ii) + (iii) + (iv) + (v) + (vi) ** The Statutory Contributions as at (G) above shall be reimbursed after deposit and production of proof thereof on monthly basis. | | | | |
| I | Service Charges (Agency Charges) | | | | \ |
| J | Total $(\mathbf{F} + \mathbf{H} + \mathbf{I})$ | | | | \ |
| K | GST extra as applicable | | | | \ |
| I. | Grand Total $(J + K)$ | 1/ | | | , |

| S.No. | Component of Rate | Supervisor | Data Entry Operator | Driver |
|--------|---|------------|------------------------|---------------|
| | | Rate (| per person per n | nonth) in Rs. |
| A | Basic Wages (as per Minimum Wages Act applicable in the Union Territory of J&K)* | | | |
| В | Less PF Deduction @ 12% of Basic Wages towards Employee's Share | | | |
| С | Less Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share) | | | |
| D | Amount after deduction (A-B-C) | | | |
| Е | Other Allowances: | | | |
| F | Inhand Wages to be deposited in the individual Bank A/c of the workers by Agency. (D+E) | | | |
| G | Statutory Contributions: (i) PF @ 12% of Basic Wages towards Employee's Share [as deducted at (B) above]. (ii) PF @ 12% of Basic Wages towards Employer's Share (iii) Adm. Charges @ 0.5% of EPF Wages. (iv) EDLI @ 0.5% of EDLI Wages (v) Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share) (vi) Employee's State Insurance @ 3.25% of the Basic Wages (Employer's Share) | | | |
| H | Total: G (i) + (ii) + (iii) + (iv) + (v) + (vi) ** The Statutory Contributions as at (G) above shall be reimbursed after deposit and production of proof thereof on monthly basis. Service Charges (Agency | | | |
| т | Charges) | | | |
| J K | Total ($\mathbf{F} + \mathbf{H} + \mathbf{I}$) GST extra as applicable | | | |
| L | Grand Total (J + K) | / | | |

| S.No. | Component of Rate | Technician(Network and CCTV system) | Cook | | Mason |
|-------|---|-------------------------------------|------------|----------|--|
| | | Rate (per | person per | month) | in Rs. |
| A | Basic Wages (as per Minimum Wages Act applicable in the Union Territory of J&K)* | | | | |
| В | Less PF Deduction @ 12% of | | | | / |
| | Basic Wages towards Employee's Share | | | | |
| С | Less Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share) | | | | |
| D | Amount after deduction (A-B-C) | | | | |
| Е | Other Allowances: | \ | | | |
| F | Inhand Wages to be deposited in the individual Bank A/c of the workers by Agency. (D+E) | | | | |
| G | Statutory Contributions: (i) PF @ 12% of Basic Wages towards Employee's Share [as deducted at (B) above]. (ii) PF @ 12% of Basic Wages towards Employer's Share (iii) Adm. Charges @ 0.5% of EPF Wages. | | | | |
| | (iv) EDLI @ 0.5% of EDLI Wages (v) Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share) (vi) Employee's State Insurance @ 3.25% of the Basic Wages (Employer's Share) | | | | |
| Н | Total: G (i) + (ii) + (iii) + (iv) + (v) + (vi) ** The Statutory Contributions as at (G) above shall be reimbursed after deposit and production of proof thereof on monthly basis. | | | | |
| I | Service Charges (Agency | | | | |
| J | Charges) Total (F + H + I) | | | | |
| K | GST extra as applicable | / | | | |
| L | Grand Total $(\mathbf{J} + \mathbf{K})$ | / | | | |
| | Cimio I cmi (U II) | 1/ | | <u> </u> | <u>'</u> |

| S.No. | Component of Rate | Cook cum Helper | Hel | per | General worker |
|--------|---|--|------------|-----------|----------------|
| | | Rate (| per person | per month |) in Rs. |
| A | Basic Wages (as per Minimum Wages Act applicable in the Union Territory of J&K)* | | | | |
| В | Less PF Deduction @ 12% of Basic Wages towards Employee's Share | | | | |
| С | Less Employee's State Insurance @ 0.75% of the Basic Wages (Employee's Share) | | | | |
| D | Amount after deduction (A-B-C) | | | | |
| Е | Other Allowances: | | | | |
| F | Inhand Wages to be deposited in the individual Bank A/c of the workers by Agency. (D+E) | | | / | |
| G | Statutory Contributions: (i) PF @ 12% of Basic Wages towards Employee's Share [as deducted at (B) above]. (ii) PF @ 12% of Basic Wages towards Employer's Share (iii) Adm. Charges @ 0.5% of EPF Wages. (iv) EDLI @ 0.5% of EDLI Wages (v) Employee's State Insurance @ 0.75% of the Basic | | | | |
| | Wages (Employee's Share) (vi) Employee's State Insurance @ 3.25% of the Basic Wages (Employer's Share) | | | | |
| Н | Total: G (i) + (ii) + (iii) + (iv) + (v) + (vi) ** The Statutory Contributions as at (G) above shall be reimbursed after deposit and production of proof thereof on | | | | |
| I | monthly basis. Service Charges (Agency | | | | |
| | Charges) | | | | |
| J K | Total $(\mathbf{F} + \mathbf{H} + \mathbf{I})$ GST extra as applicable | | | | |
| L | Grand Total $(\mathbf{J} + \mathbf{K})$ | / | | | |
| L | Orana roun (e i ix) | <u> </u> / | l | | <u> </u> |

We affirm that we have read and fully understood the nature of job and the terms & conditions relating to this tender and agree to abide by the same.

In case of selection of our firm for providing services of Drivers, Peons/Helpers & General Workers we will execute an Agreement with the SMVDU within a period of seven (07) days from the date of Award of Contract and shall also deploy the requisite manpower within a period of ten (10) days from the date of Award of Contract, if issued by the University and that we shall also be bound by all such terms and conditions laid therein or which might be subsequently incorporated in the Agreement to be signed by us.

If we contravene any one of the conditions of the Agreement, we shall not have any objection to the forfeiture of our Earnest Money Deposit and Security Deposit along with extinguishing of our right to continue the assignment entrusted to our firm.

| For & on behalf of M/s | |
|------------------------|------------------------|
| | (Authorized Signatory) |
| Name | |

* The Basic Wages shall be subject to revision as may be notified by the JK UT Government alongwith consequential Statutory Deductions/Contributions.

AGREEMENT

(To be executed on non-judicial stamp paper by the successful bidder)

| This Deed of Agreement is executed on this day of, be | |
|--|------------------------|
| Shri Mata Vaishno Devi University, Kakryal, Katra-182320 (J&K) herein after call "SMVDU" the Party of the First part on one hand herein after called the "Contraction of the Contraction of the Contraction of the Party of the First part on one hand herein after called the "Contraction of the Contraction of the Contrac | and |
| the Party of the Second part. The expression Party of the First part, SMVDU and Party Second Part, Contractor shall include their representatives, Administrators, assign heirs. | of the |
| <u>TITLE OF THE CONTRACT</u> : FOR PROVIDING SERVICES OF SUPERVISORS, COHELPERS / PEONS, DRIVERS, COOK CUM HELPERS, GENERAL LINE WORKERS ET SHRI MATA VAISHNO DEVI UNIVERSITY, KAKRYAL, KATRA–182320 (J&K). | , |
| WHEREAS, SMVDU is desirous of hiring the services of Drivers, Peons/Helpe General Workers for upkeep/maintenance of lawns etc. at the SMVDU Campus, Katra. | |
| AND WHEREAS vide letter no dated, the Award of Cohas been allotted in favour of and the finagreed to do the work and provide the services subject to the terms and conditions Contract. | rm has |
| NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE IN USAS FOLLOWS: | NDER |
| 1. This agreement shall come into force w.e.f and shall remain in force period of two year but can also be terminated in accordance with the Terms & Contract forthact. However, the SMVD University shall have the right to terminate Contract forthwith and to forfeit the Security Deposit and Earnest Money Deposit, services rendered by the Contractor are found to be unsatisfactory. | ditions ate the |
| 2. In consideration of the payment to be made to the Contractor as provided in the Lea Award of Contract, the Contractor shall provide the services of Supervisors, Depens/Helpers and General Workers for upkeep/maintenance of lawns etc. at SN Campus in accordance with the accepted terms and conditions of the Letter of Award Contract, which shall be read and construed as forming part of this Agreement on the of both the parties respectively. | orivers, MVDU yard of |
| 3. That the Terms and Conditions as provided in the Notice Inviting Tender shall a read and construed as forming part of this Agreement on the part of both the | |

4. That in the event of any doubt or dispute arising between the parties hereto in respect of or touching of these presents or for determination of their or any of their duties rights, claims, obligations or liabilities during the continuance of this Agreement or thereafter, the same shall be referred to the arbitration by sole Arbitrator to be appointed by the Hon'ble Vice Chancellor of the SMVDU. The arbitration would be conducted and governed by and under the provisions of Arbitration& Conciliation Act, 1996, as amended

respectively.

from time to time. Any legal dispute shall be subject to the jurisdiction of Jammu District Courts only and no other Court shall have the jurisdiction.

| IN WITNESS WHERE OF the parties hereto have signed this Agreement in the |
|--|
| presence of the witness on this, |
| SIGNED AND DELIVERED BY THE NAMED FOR AND ON BEHALF OF THE |
| SHRI MATA VAISHNO DEVI UNIVERSITY. |
| IN THE PRESENCE OF THE WITNESSES: |
| 1. |
| |
| 2. |
| |
| |
| For Shri Mata Vaishno Devi University, Kakryal, Katra |
| |
| CICNED AND DELIVEDED DV THE NAMED FOR AND ON DELIALE OF THE |
| SIGNED AND DELIVERED BY THE NAMED FOR AND ON BEHALF OF THE M/s |
| IN THE PRESENCE OF THE WITNESSES: |
| |
| 1. |
| 2. |
| |
| |
| ForM/s |