



## **Tender For Supply of Manpower For Housekeeping Job (Safai Karamcharis) And Other Services Including, Helpers, Electricians, Plumbers, Carpenters & Refrigeration Helpers**

Tenders are hereby invited for supply of Manpower for Housekeeping Job and Other Services including Safai Karamcharis, Helpers, Electricians, Plumbers, Carpenters & Refrigeration Helpers to the Cluster University of Jammu for a period of one (01) year w.e.f. 01<sup>st</sup> April 2021.

### **TERMS & CONDITIONS OF THE TENDER**

- 1) The tenderer should be a registered and licensed Contractor, Firm, Agency. Self attested copies of requisite documents / certificates issued from appropriate authorities should be enclosed alongwith the tender to substantiate the claim.
- 2) Before submission of Tender, the tenderers, in their own interest, are advised to visit the Campus to assess site and its surrounding and satisfy themselves in respect of the site conditions as the Cluster University of Jammu shall bear no responsibility for lack of acquaintance of the site and other conditions of deployment of the manpower or any information relating thereto, on the part of tenderers. The consequences of the lack of knowledge, as aforesaid, on the part of the tenderers shall be at their own risk & responsibility.
- 3) The Annual Turnover of the firm for the last three (03) financial years i.e. 2017-18, 2018-19 & 2019-20 should be a minimum of Rs. 20,00,000/- per annum (Rupees Twenty-Lakh only) for which documentary proof in the form of Income Tax Return for the last three (03) financial years needs to be enclosed by the firm.
- 4) The complete Tender Document can be downloaded from the website of the Cluster University of Jammu i.e. [www.clujammu.in](http://www.clujammu.in) and has to be submitted alongwith the Demand Draft of Rs. 200/- (Rupees Two Hundred only) favouring Registrar, Cluster University of Jammu payable at Jammu. The tenders received without the requisite tender cost shall be summarily rejected.
- 5) The interested tenderers have to submit the tenders in **Two Bid** format (Technical Bid & Financial Bid).
- 6) **Minimum Eligibility Criteria:** The following shall be the minimum eligibility criteria for selection of the tenderers:
  - a) **Registration:** The tenderers must be registered with the Income Tax Department and having a valid PAN card and also be having Statutory registration under the Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970, the Shops & Establishment Act, 1947, the Goods & Services Tax, the Labour Department of the State/Central Government. The proof/Self-attested copies in support should be submitted alongwith the tender document.

- b) Experience:** The tenderer must have a minimum three (03) years operational experience in similar field for providing above-mentioned manpower in the Govt. Offices, Universities, Industries, etc. and should be a profit making firm.
- c) Documents supporting the Minimum Eligibility Criteria:** In proof of having fully adhered to the minimum eligibility criteria at S.No. 6 (a) & (b) above, following documents should be submitted alongwith the tender document:
- (i) Self attested copy of the Registration Certificate of the tenderer for providing manpower for the above-mentioned Services.
  - (ii) Self attested copy of PAN Card in respect of individual/firm as the case may be.
  - (iii) Self attested copy of Goods & Service Tax registration certificate.
  - (iv) Self attested copy of registration under Employees Provident Fund & Miscellaneous Provisions Act, 1952.
  - (v) Self attested copy of registration under Employees State Insurance Act, 1984.
  - (vi) Self attested copy of registration under the Contract Labour (Regulation & Abolition) Act, 1970.
  - (vii) Self attested copy of registration under the Labour Department of the State/Central Government.
  - (viii) Details of agreements made by the tenderer for the last three (03) years alongwith proof in respect of providing abovementioned Services to various Govt. Offices, Universities, Industries, etc.
- d) In addition to above specified eligibility criteria, the tenderers are also required to furnish the following details:**
- (i) Number of manpower deployed by the tenderer as on date.
  - (ii) Maximum number of manpower deployed by the tenderer any point of time during the last three years.
  - (iii) List of qualified and professional manpower already available with the tenderer in all categories.
  - (iv) Copies of the Annual turnover of the tenderer for the last three (03) years as per balance sheet, profit & loss account.
  - (v) Copies of the Income Tax Return for the last three (03) years.
- 7) The mode of submitting the Tender in two bid format shall be as under:-
- (a) The first cover shall contain the Earnest Money Deposit amounting to Rs. 10,000/- (Rupees Ten Thousand only), the Technical Bid and the supporting documents in proof thereof shall be sealed and submitted in a separate envelope marked as **“Technical Bid”**. The cost of the Tender i.e. Rs. 200/- (Non-refundable) in the shape of Demand Draft should also be submitted in the envelope marked as **“Technical Bid”**. The format of the Technical Bid is annexed as **Annexure-A**.
  - (b) The second cover shall contain only the **Financial Bid**. The **“Financial Bid”** enumerating the rates to be charged for providing the services of workers, shall be submitted in a separate sealed envelope marked **“Financial Bid”**. The firm must quote percentage Agency Charges in the Financial Bid. The rates should be mentioned in figures as well as words. The format of the **Financial Bid** is annexed as **Annexure-B**.

- (c) Both the sealed envelopes namely the **Technical Bid** and the **Financial Bid** mentioned above, shall be put together in a separate envelope properly sealed and super-scribed with the words “**Tender for supply of Manpower for Housekeeping Job (Safai Karamcharis) and Other Services including Helpers, Electricians, Plumbers, Carpenters & Refrigeration Helpers**” due on 01.02.2021 upto 3.00 p.m. It should also bear the name, address and contact number of the tendering firm / agency. The sealed tenders should reach the Office of the Registrar, Cluster University of Jammu, Adjoining G.G.M. Science College, Canal Road, Jammu by or before the last date of submission of the tender document i.e. **01.02.2021 upto 3.00 p.m.** through **Speed Post/Registered Post only.**
- 8) The Earnest Money Deposit (EMD) amounting to Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft (D.D.) pledged in the name of Registrar, Cluster University of Jammu is required to be enclosed along with the tender. The tender(s) received without the requisite EMD shall be summarily rejected. The EMD of the unsuccessful Tenderers shall be refunded immediately after finalization of Tender/Contract. The EMD of the successful Tenderer, who, after issuance of the Award of Contract, fails to provide the services within the time limit (provided for starting the requisite services) shall be forfeited. The mode of submission of EMD shall only be through Demand Draft and submission of EMD through CDR/FDR, etc. shall lead to rejection of the tender.
- 9) The EMD of the successful firm could be converted as a part of the Security Deposit on his request made. The EMD will be adjusted in the head “Security Deposit.” The remaining amount, if any, shall have to be paid separately for the entire period of contract and the Security Deposit so retained shall not bear any interest during the period of its retention.
- 10) The Award process may be postponed/cancelled suo moto without assigning any reason or giving any notice to the firms/tenderers. The University reserves the right to consider the tenders of only shortlisted firms/tenderers. The Cluster University of Jammu also reserves the right to terminate the contract of a successful tenderer without assigning any reason thereof.
- 11) The rates quoted by the firm/tenderer should be as per the rates approved by the Govt. of Jammu & Kashmir under the Minimum Wages Act and should be inclusive of all taxes / duties & other liabilities viz. P.F. Contribution, GST etc. and extra charges if any should be clearly mentioned in the break up. The tenderer should quote the rates of the manpower as mentioned in the Financial Bid enclosed herewith as **Annexure-B.**
- 12) The Cluster University of Jammu reserves the right to cancel any or all the tenders including the termination of the Award of Contract at any point of time, in case, the information/facts furnished by the tenderer in the submitted tender document are found incomplete/misleading/incorrect/false, etc. and also reserves the right to terminate the Award of Contract of a successful tenderer without assigning any reason thereof.
- 13) If, in the opinion of the Cluster University of Jammu, there is any defect or deficiency in the service or performance of Contract Agreement, the University may terminate the Contract or impose fine on the tenderer on each such occasion. Such fines will be deductible from the payment due to the tenderer or security deposit as the case may be.

- 14) The firm/tenderer shall be responsible for payment of monthly wages to the deployed manpower as per the Minimum Wages Act applicable in the Union Territory of Jammu & Kashmir. All Statutory dues in respect of the deployed persons have to be paid by the firm/tenderer.
- 15) The monthly wages to the deployed manpower shall be paid by the firm/tenderer through Bank and a copy of the monthly salary/wages statement shall be forwarded to the concerned section of the Cluster University of Jammu duly endorsed by the firm/tenderer in the 1<sup>st</sup> week of each following month.
- 16) The selected firm/tenderer shall have to provide the proof of ESI and EPF to the individual account of the deployed persons each month alongwith the bill. The same shall be notified by it to all deployed persons.
- 17) The successful tenderer shall be obligated to ensure top quality turnout of manpower deployed. The University shall carry out surprise checks/inspections in this regard and any slackness/indiscipline/misbehaviour/poor turnout/non-obedience of instructions of the University authorities shall attract a penalty; at the sole discretion of the Vice Chancellor, Cluster University of Jammu for an amount upto Rs. 500/- (Rupees Five hundred only) per incident. In case number of such incidents being more than a reasonable limit in the opinion of the Cluster University of Jammu, the Contract shall be liable to be terminated without any notice or payment due thereof.
- 18) The firm/tenderer shall deploy the manpower according to the requirement and convenience of the Cluster University of Jammu. In case any of the worker deployed by the tenderer goes on leave or remain absent, it shall be the responsibility of the tenderer to provide alternate manpower in his/her place so that the work does not suffer. In case the tenderer fails to provide the same, it shall be penalized and have to pay 1.5 times the wages of that worker to the University for the days on which the worker(s) remains absent without any alternate arrangement in his/her place.
- 19) The successful tenderer will take all precautions in order to ensure that all persons engaged by him to provide the above-mentioned Services to the Cluster University of Jammu are highly disciplined, courteous, civil, 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. The University may require the tenderer to remove and replace any person engaged by the tenderer, at its discretion. The workers should not be below the age of 18 years.
- 20) The successful tenderer will ensure that the manpower deployed by him to provide the above-mentioned Services to the Cluster University of Jammu have the prescribed minimum qualification i.e. for Safai Karamcharis and Helpers (Middle Pass), for Supervisor (Graduation), for Electricians/Plumbers/Carpenters/Refrigeration Helpers (ITI Trained).
- 21) That no right, much less a legal right shall vest in the deployed manpower to claim/have employment or otherwise seek absorption in Cluster University of Jammu nor the deployed manpower shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the Cluster University of Jammu. The workers will remain the employees of the tenderer and this will be the responsibility of the tenderer to make it clear to their workers before deputing on work at Cluster University of Jammu.

- 22) All the housekeeping manpower deployed by the firm shall render cleaning of offices, toilets, stairs, ramps, connected corridors, drinking water sinks, lawns, etc. before 9.00 a.m. on all working days of Cluster University of Jammu. The duty hours shall be from 8.00 a.m. to 4.00 p.m. They will also ensure proper functioning of sanitary fittings and cleanliness of all waste/sewage pipe-lines and ensure that there is no blockage.
- 23) All the cleaning material like brooms, detergents, dusters, acid, detergent powder, phenyl, colin, harpic, etc. and other tools/dustbins shall be arranged by the firm at its own and the same shall be provided by the firm to its Supervisor who will ensure proper cleaning of the designated buildings. For procurement/purchasing of above-mentioned cleaning material/tools, the Cluster University shall pay a lump-sum amount on monthly basis to the firm/contractor.
- 24) The Cluster University of Jammu shall not be responsible / bound to provide any mode of transport for shifting of men and material required by the firm/tenderer. The University shall also not provide residential accommodation to the deployed manpower.
- 25) In exceptional cases, the University may at its discretion may relax any of the eligibility or other condition(s) prescribed in this tender.
- 26) The University reserves the right to accept or reject any or all the tenders and is not bound to accept the lowest bid as due weight-age has to be given to several other factors besides the financial bid.
- 27) In the event of any loss being occasioned to the Cluster University of Jammu on account of any negligence of the manpower deployed at the University, the tenderer shall reimburse that loss either by replacement or on payment of adequate compensation as assessed / claimed by the Cluster University of Jammu.
- 28) The firm alongwith the deployed manpower shall not divulge or disclose to any person any details of the office, operational process, technical know-how, and administrative/organizational matters as well as all are of confidential/secret nature.
- 29) The tenderer shall ensure that none of the workers of the tenderer shall enter into any kind of private work within the Cluster University of Jammu during working hours/days.
- 30) A meeting on weekly basis between representatives of the firm and the officer in-charge of the University shall be conducted for redressal of the grievances, if any and the report in this regard shall be forwarded to the University authorities for information.
- 31) The tenderer shall obtain Adequate Insurance Policy in respect of the manpower deployed towards meeting the liability of compensation arising out of injury / disablement / death at workplace. The liability / responsibility in case of any accident causing injury / death of any worker shall be of the tenderer.
- 32) The tenderer shall not sublet the contract allotted by the University or enter into contract with any other party to run the contract implicitly/explicitly failing which, the Contract shall be cancelled and the decision of the University in this regard shall be final and binding on the tenderer.

- 33) The University may at any time vary or add to the service specification in accordance with this condition and no such variation or addition shall affect the continuance of the contract.
- 34) The issuing of tender document shall not constitute that the tenderer are automatically qualified.
- 35) The successful tenderer shall abide by all Laws of the land including Labour Laws, Company's Act, 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 Cluster University of Jammu in any way whatsoever. The successful tenderer shall also have to abide by the rules & regulations and conduct as decided by the University authorities.
- 36) The University reserves the right to shortlist the Tenderers as per the requirement of the University and to allot the contract to the tenderer, it deems eligible and qualified based on the responses received, and the decision of the University in this regard shall be final.
- 37) The University shall deduct Income Tax, surcharges and educational cess if any and service tax at source, at the prevalent rates from the bills of the firm and classify such sums as Income Tax/Service Tax as the case may be.
- 38) In case of expiry of the term of the contract allotted in favour of the tenderer, the service tenderer shall not withdraw the manpower deployed at the University by him at his own until he is informed of the same in writing by the University authorities to do so.
- 39) For further updates/amendments, the participating firms are advised to visit the University website **www.clujammu.in**. The University is not bound to issue the notifications in the Newspapers or enter into personal correspondence.
- 40) After detailed scrutiny of the Financial Bids, the Award of Contract for providing the above-mentioned Services at Cluster University of Jammu shall be issued in favour of the lowest/suitable tenderer. The successful tenderer, subject to fulfillment of all other formalities should be able to provide the requisite manpower within a period of ten (10) days from the date of Award of Contract, failing which, the contract may be awarded to the next lowest / suitable tenderer and the Earnest Money Deposit submitted by the tenderer shall be forfeited.
- 41) In case, two or more firms have quoted the same percentage being lowest percentage of service charges in the financial bid, the University may enter into negotiations with the concerned firms to finalize the most beneficial one.
- 42) The Contract shall remain valid for a period of one (01) year from the date of issuance of Award of Contract provided that the same may be extended by mutual consent for a further period as may be decided. The Contract may be subject to quarterly appraisal by the University authorities and review by the Registrar, Cluster University of Jammu. In case the job/work performed are not found satisfactory, the Contract shall be terminated even before the contractual period by serving a notice of not more than two (02) months to this effect.

- 43) The rates approved under the contract/agreement shall be valid for a period of twelve (12) months from the date of Award of Contract and there would be no increase in rates during the contract period except increase / revision of minimum wages by the Government from time to time. Provided further that the contract may be extended with mutual consent for a further period as may be decided in the matter.
- 44) The successful tenderer shall have to execute an Agreement on non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only) within a period of seven (07) days from the date of issuance of Award of Contract, which shall be the guiding document for operation of the Contract.
- 45) As per GFR 2017, the successful tenderer will be required to furnish an additional Security Deposit (Performance Security) amounting to Rs. 25,000/- (Rupees Twenty-five Thousand only) in the form of Demand Draft pledged in the name of Registrar, Cluster University of Jammu within a period of seven (07) days from the date of issuance of Award of Contract. Any penalty/fines/compensation due from the tenderer will be deducted from the Security Deposit. The Security Deposit subject to deductions will be refunded two (02) months after successful completion of the Contract and no interest shall be paid on the Security Deposit.
- 46) In case of unsatisfactory service provided by the concerned firm or breach of any provision of the agreement, the Security Deposit (Performance Security) shall be forfeited and the decision taken by the Cluster University of Jammu in this regard shall be final.
- 47) The tenders received after due date, time and place mentioned above shall not be entertained under any circumstances.
- 48) If there arises any dispute, the Agency and the Cluster University of Jammu shall resolve to sort out the matter within a period of sixty (60) days, failing which, the Vice Chancellor of the Cluster University of Jammu may appoint an arbitrator within a period of another thirty (30) days.
- 49) Other disputes, if any, shall be subject to the jurisdiction of Jammu District Courts only and no other Court shall have the jurisdiction.

**Sd/-  
Registrar**



**Annexure-A**

**Technical Bid**

1. Name of Tenderer: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Contact Numbers: \_\_\_\_\_
4. E-mail Address: \_\_\_\_\_

S.No.	Particulars
1.	Operational experience in similar environment for the last three (03) years like Govt. offices, Universities, Industrial Sector, hotels of repute etc. duly supported with documentary proof.
2.	Number of workers deployed by the firm as on date.
3.	Maximum number of workers deployed by the firm any point of time during the last three years.
4.	Details about the registration with the Govt. Labour Department.
5.	Details about the registration with the Govt. GST Department.
6.	List of qualified and professional manpower already available with the Firm in all categories.
7.	Annual turnover of the Firm for the last three years i.e. 2017-18, 2018-19 & 2019-20 as per balance sheet, profit & loss account, a copy whereof to be enclosed.
8.	Income tax return for the last three years i.e. 2017-18, 2018-19 & 2019-20 alongwith a copy of PAN card.

**The Copies of documentary proof may be furnished in support of the above.**

For & on behalf of M/s \_\_\_\_\_  
(Authorized Signatory)

Name \_\_\_\_\_





## Annexure-B

### Financial Bid

1. Name of Tenderer: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Contact Numbers: \_\_\_\_\_
4. E-mail Address: \_\_\_\_\_
5. Details of Earnest Money Deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_/-)  
(a) Demand Draft No. \_\_\_\_\_ (b) Name of Issuing Bank: \_\_\_\_\_

6. Quoted rates:

(a) For Housekeeping Services Manpower (Safaikaramcharis) & Helpers (Un-Skilled Category):

S.No.	Component of Rate	Housekeeping Manpower & Helpers (Unskilled Category @ Rs. 225/-)
		Rate (Per Person) (in Rs.)
A	Basic Wages (as per Minimum Wages Act applicable in the UT of J&K)*	6750.00
B	PF @ 12% of Basic Wages towards Employer's Share	810.00
C	ESI @ 3.25% of Basic Wages towards Employer's Share	219.00
D	Adm. Charges @ 5% of Employee & Employer Share of PF	81.00
E	EDLI @ 1% of Basic Wages	68.00
F	Agency Charges	
G	Total (A + B + C + D + E + F)	
H	GST @ 18% on amount arrived at "G"	
I	<b>Grand Total (G+ H)</b> <b>[Cost per Individual for 08 hours duty]</b>	

(b) For Plumbers/Electricians/Carpenters/Refrigeration Helpers (Skilled Category):

S.No.	Component of Rate	Plumbers/Electricians/Carpenters/Refrigeration Helpers (Skilled Category @ Rs. 350/-)
		Rate (Per Person) (in Rs.)
A	Basic Wages (as per Minimum Wages Act applicable in the UT of J&K)*	10500.00
B	PF @ 12% of Basic Wages towards Employer's Share	1260.00
C	ESI @ 3.25% of Basic Wages towards Employer's Share	341.00
D	Adm. Charges @ 5% of Employee & Employer Share of PF	126.00
E	EDLI @ 1% of Basic Wages	105.00
F	Agency Charges	
G	Total (A + B + C + D + E + F)	
H	GST @ 18% on amount arrived at "G"	
I	<b>Grand Total (G+ H)</b> <b>[Cost per Individual for 08 hours duty]</b>	

\* The above Basic Wages shall be subject to revision as may be notified by the Government of Jammu & Kashmir alongwith consequential Statutory Deductions/Contributions.



**The Registrar  
Cluster University of Jammu  
Jammu**

Sir,

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 supply of Manpower for Housekeeping Job (Safai Karamcharis) and other services including Helpers, Electricians, Plumbers, Carpenters & Refrigeration Helpers to the Cluster University of Jammu, we will execute an Agreement with the University 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.

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 alongwith extinguishing of our right to continue the assignment entrusted to our firm.

For & on behalf of M/s \_\_\_\_\_  
(Authorized Signatory)

Name \_\_\_\_\_