



जम्मू केंद्रीय विश्वविद्यालय  
**Central University of Jammu**  
राया-सूचानी (बागला), जिला सांबा-181143, जम्मू (जम्मू एवं कश्मीर)  
(Bagla), District: Samba – 181143, Jammu (J&K)

No: CUJ/Proc/Estab-Tender/2024/04

Date: 24.10.2024

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



**Last date and time to submit the bids : 13.11.2024**

**Date and time of opening of technical bids at Campus Rahya-Suchani (Bagla), District Samba : 15.11.2024**

## TERMS AND CONDITIONS

1. **Essential Documents:** The format for submission of technical bid is as follows:
  - a) Covering letter / Declaration as per Annexure A
  - b) Earnest Money Deposit (EMD) in the form of NEFT/RTGS/Net-banking/DD in favour of “Registrar, Central University of Jammu”
  - c) The profile and other details of the firm as per Annexure B
  - d) The agency must be registered with the following statutory authority and also furnish attested copies of the documents.
    - I. a) Registration certificate under:
      - (i) Contract Labour (R&A) Act, 1970.
      - (ii) Employees State Insurance (ESI) Office.
      - (iii) Employees Provident Fund (EPF) Commissioner under the Provident Fund Act or as per requirement by law
      - (iv) Income tax, GST, TIN and PAN number.
      - (v) Any other government authority as notified from time to time by Central / State Government.
    - II. Income tax return for 2021-22, 2022-23 and 2023-24 and GST for the period ending March 2024.
    - III. Copy of ESI / EPF payment for the financial year 2021-22, 2022-23 and 2023-24
    - IV. Balance sheet audited by CA for 2021-22, 2022-23 and 2023-24
2. **Experience:** The service provider must have minimum experience of 03 years of providing skilled manpower services to State / Central govt. / educational / research organization. Certificate(s) / Work Order / Letter of Intent by these organizations for having performed the work / service satisfactorily in the said State / Central govt. / educational / research organization must be attached. The service provider shall provide the reference list of the organization with contact address. The service provider must not have been blacklisted or debarred by any Government Organization / PSU etc. The Service Provider may furnish an undertaking to this effect on its letter head duly signed by authorized person of the firm / agency / Company.
3. The Service provider agency must have its registered office/well established office branch in Jammu/Samba. (Proof of existence such as rent agreement, certificate of incorporation etc. must be furnished).
4. **Availability of tender form:** The Bidder shall download the Tender Enquiry Document from the websites; [www.cujammu.ac.in](http://www.cujammu.ac.in) and <https://eprocure.gov.in/cppp> (CPP Portal) and shall not tamper/modify it including downloaded Price Bid template in any manner. In case, the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
5. **Submission of tender:** Bidding process is online. **Technical Bid** [filled in Annexure-C duly signed & stamp, commercial terms & conditions, EMD, relevant documents and **Financial bid** (mentioned in Annexure-D), must be submitted/uploaded online only prior to bid closing date/time. Late tenders will not be considered.
6. The bidder(s) are advised that they should regularly check the University website [www.cujammu.ac.in](http://www.cujammu.ac.in) and <https://eprocure.gov.in/cppp> (CPP Portal) as any change in terms and conditions, specification,

date etc shall be notified on the University website [www.cujammu.ac.in](http://www.cujammu.ac.in) and <https://eprocure.gov.in/cppp> (CPP Portal) only.

7. Intending bidders are advised to visit [www.cujammu.ac.in](http://www.cujammu.ac.in) and <https://eprocure.gov.in/cppp> (CPP Portal) **regularly** till closing date of submission of bid, for any corrigendum.
8. **Earnest Money Deposit (EMD):** The value of the Tender is approximately Rs. 2,40,00,000/- per annum. Hence, the Service provider shall furnish a Earnest Money Deposit (EMD) in favour of “Central University of Jammu,” of an amount of Rs. 12,00,000/- (Rupees Twelve lakh only)) at the time of submission of Bid. EMD must be submitted through Net-banking/Debit/Credit card/ DD/RTGS/NEFT @ Registrar, Central University of Jammu. The Service Provider may please note that no interest shall be payable by CUJ on security deposit and earnest money deposit (EMD). The Service Provider / Agency shall be required to submit the EMD details in the technical bid. The bid without EMD will be considered as non responsive and shall be out rightly rejected. EMD of the unsuccessful Service Provider / Agency shall be returned at the earliest after the expiry of final bid validity and latest by 30th day after the award of the contract.
9. **Bid security Declaration:** In lieu of bid security (EMD), registered firms have to fill **bid security declaration** accepting that if they will not withdraw or modify their bids during period of validity etc. If the bidders will modify their bids they will be suspended for a period of three years.
10. **Performance Guarantee:** The EMD of the selected Service Provider agency will be refunded without interest on receipt of Performance Security which is 5 % of contract value, will be provided by the successful bidder in the form of Bank Guarantee or FDR or DD from any Nationalized Bank. Performance Security must be valid for 15 months and will be released without interest after successful completion of the term of tender.
11. **Turnover:** The Service Provider / Agency must have an Annual Average Turnover of not less than of Rs. 1,20,00,000/- each financial year during the last three consecutive financial years 2021-22, 2022-23 and 2023-24 certified by a Chartered Accountant. The Service Provider / Agency should not have incurred loss in any two years during the last three years as on 31.03.2024.
12. **Conditions:** University reserves the right to accept or reject any bid without assigning any reason and reject all bids at any time, without thereby incurring any liability to the affected Service Provider / Agency or Service Provider / Agency of the ground for such action. University reserves the right to postpone or extend the date of receipt/ opening of rates / Quotations or to withdraw the same, without assigning any reason thereof.
13. Tender without required documents, incomplete in any form will be rejected outright. Conditional tenders will not be considered. Similarly Bids / Bidders quoting ‘Nil’ charges / consideration shall be treated as unresponsive and will not be considered. Tender containing false / misleading documents / information will be rejected and may also be liable for consequences for submitting false information.
14. The Central Purchase Committee may consider any bid, if feels that certain required documents are not enclosed inadvertently by the firm and the firm promises that the required documents obtained before the closing date of the tender will be furnished within stipulated time. The decision of the Vice Chancellor will be final in this regard.

15. In case of failure of Agency to comply with the provisions of the terms and conditions, the Central University of Jammu reserves the right to award the contract to the next higher Service Provider / Agency or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the Service Provider / Agency.
16. The CUJ does not pledge itself to accept the lowest or any tender and reserve the right to accept the whole or any part of the tender or portion of the tender offered and Service Provider / Agency shall supply the same / execute the work at the rate quoted by them.
17. Whenever any claim for the payment of money arise out of or under this contract against the contractor, the University shall be entitled to recover such sum by appropriating, in part or whole the performance security or earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be, shall be deducted from any sum then due or which at the time thereafter may become due to be recoverable under this and any other contract with the purchaser. Should the sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the University on demand the remaining balance due.
18. In case the last date happens to be holiday, the last date and opening of bids will be undertaken on the next working day. The University reserve the right to extend / postpone the last date and time of the tender without assigning any reason.
19. Each page of the tender should be signed by the owner or authorized signatory of Service Provider / Agency and total number of the pages submitted should be mentioned. Authorized Signatory must possess actual authority to submit the bid for which he / she has to essentially submit Letter of Authority from the competent authority of the Firm / Agency failing which his / her proposal shall be liable to summary rejection without prejudice to any other right of CUJ under the law. The proposal shall be filled in by the applicant service provider neatly and accurately.
20. Any corrections or overwriting would render the proposal invalid. Conditional offers/ offers which are not in conformity to the prescribed document will be summarily rejected. The tender document must be duly signed and numbered on every page including annexures.
21. The University shall scrutinize the documents furnished by the firm and shortlist the firms on lowest quoted basis. The firms who have quoted as per the minimum wages (central) will be considered. Thereafter, before opening of financial bids, the committee may visit actual places of work of firms / agencies to ascertain the actual performance of the firm at field and recommend any firm starting from L-1 to L-2, L-3 etc after opening of financial bid. If more than one Service Provider is found to be L-1, preference will be given to bidder having more experience in providing outsourced manpower. The short listed tender along with the documents will be submitted to the 'competent authority' and upon approval by the 'competent authority' the successful Service Provider / Agency will be intimated about the award of contract.
22. **Term of Contract:** The successful Service Provider / Agency on award of the contract should execute an agreement on Rs. 100/- non judicial stamp paper, with Central University of Jammu incorporating the terms and conditions. The successful Service Provider / Agency will be defined as contractor in the said agreement. The contract will be valid initially for a period of one year and on satisfactory performance it may be extended for further period at the same rate on mutual consent basis. The contract may be terminated by either party after giving written notice of not less than one month. The rates once accepted

by University shall remain unchanged throughout the period of initial contract of one year, including any extended period at same rate and under same terms and conditions.

23. The terms and conditions contained in this tender notice shall form the part of contract agreement to be entered into by the successful Service Provider / Agency.
24. **Sub-contract:** The agency shall not engage any sub-contractor or transfer the contract to any other firm / person. In the event of the contractor contravening this condition, the Central University of Jammu, shall be entitled to cancel the contract and forfeit security deposit and may place the contract elsewhere on the contractor's account at his risk and the contractor shall be liable for any loss and damage, which the Central University of Jammu may sustain in consequence or arising out of such replacing of the contract.
25. **Execution of Contract:** In case the agency fails to execute the job / declines the offer of contract after or before signing the agreement or terminate the contract for whatsoever reason(s) before completion of period of contract at their own accord, the CUJ shall have the right to forfeit the EMD and Performance Guarantee deposited by the agency for the execution of the contract for the remaining period through some other agency.
26. **Legal Compliance:** The contractor shall take due care to comply with the provision of the Minimum Wages (Central) as per central govt rules, Contract Labour (Regulation & Abolition) Act, 1970 including all other legal obligations, like Policy Changes proposed by the Government or legal amendments from time to time, during the period of the contract. The wages of the engaged person shall revised as and when the minimum wages (central) stands revised by labour Commissioner (Central).
27. All existing statutory regulations both State & Central Governments shall be adhered to and complied with by the contractor and all records maintained thereof should be available for scrutiny by the University. The Contractor shall strictly comply with the terms and conditions of the agreement which will be executed with the successful contractor. Failure by the contractor to comply with such statutory requirements and / or the terms of the agreement during the period of agreement of deficiency in services shall result in termination of the contract and the performance guarantee deposit will be forfeited.
28. **Workers management:** Any personal engaged by the agency if found indulged / indulging in any unlawful or such other activity against the bonafide interests of the University or such activities will be immediately (within 120 minutes) disengaged by the Agency. Agency will be keep the University informed about legal/ police/ administrative action taken against such outsource persons. Agency shall be solely responsible for the conduct and behavior of persons deployed by the agency. To this effect the agency will have to put in place adequate supervisory manpower and monitoring mechanism.
29. The CUJ will not be responsible for any injury / loss of life of personnel deputed by the agency which may take place during the course of their deployment. In case of any mishap such as accident / incident, it is mandatory for the agency to take up and to follow-up with the legal / police authorities at its own level to the logical end.
30. The persons employed should work on all working days. The working hours will be from 9:30 a.m. to 5:30 p.m. daily. Under exceptional circumstances they may be required to work during non working days which will be duly compensated.

31. The contractor shall indemnify and shall keep this office indemnified against Acts of omission or negligence, dishonesty or misconduct of the men / women engaged for the work and this office shall not be liable to pay any damages or compensation to such person or to third party. All damages caused by the personnel shall be charged to the contractor and recovered from its dues / bills.
32. **Payment of Monthly Bills:** The billing cycle will be calendar month. The Agency shall submit the bill by 3<sup>rd</sup> of next month to process for release of payment. However, the Agency has to make payment to the workers on or before 7<sup>th</sup> of every month and payment of wages is not linked to the clearance of the bill by CUJ office. The agency will submit bill with following information and documents.
- a) The wages of outsourced personnel for last month have been credited to their Bank accounts mentioning Bank account numbers and the details of payment. These details must be uploaded by the Agency on its website. In case the Agency has no website the said details must be sent by mail / hand to this office in hard copy.
  - b) ESI, EPF contribution, Service Tax and other statutory dues paid for the month of (previous month) deposited on date (copies of challans to be enclosed).
  - c) Undertaking that all statutory Labour Laws including Minimum Wages (Central) Act is being compiled with.
33. Service Provider will quote charge rates per person per month on monthly basis and on per call / day basis separately at financial Balance (Annexure D).
34. GST / other taxes, levies etc at the rate applicable as per Govt of India rules shall be deducted from monthly payment of Bill.
35. Payment to the Service Provider will be subject to provision of satisfactory service which may be certified by the Officers / Sectional Heads, where ever the persons have been engaged. The Agency will make payment to the staff on a monthly basis by the 7<sup>th</sup> of each month. The Performance of the outsourcing staff provided by the Service Provider will be reviewed periodically by a committee set up by Competent Authority & CUJ reserves the right to ask for suitable replacement in the place of persons whose performance are not satisfactory. The Service Provider is bound to supply suitable replacement within a week in such cases. In case the Service Provider fails to supply suitable replacement within a week a penalty of Rs. 1000/- (Rupees One thousand only) per week thereafter will be levied by CUJ
36. Deduction of statutory dues from the payments to the staff provided and timely remittance thereof would be the sole responsibility of the Service Provider /Agency. If at any time it was found that the service provider has paid less than minimum wages at any point of time or has not remitted PF, ESI etc, the University reserves the right to forfeit Performance Security and disburse the dues out of the performance security. In such case, the service provider / agency has to furnish fresh performance security of the requisite amount.
37. The Service Provider shall maintain / produce / the required records / documents as and when called for by the appropriate authority, as well as to CUJ to enable it to verify that the Service Provider is complying with statutory requirements with regard to GST, TDS, PF, ESI and other labour laws, from time to time.
38. **Duties and Functions of Service Provider / Agency:** In performing the terms and conditions of the Contract, the Service Provider shall at all times act as an Independent Service Provider. The contract

does not in any way create a relationship of principal and agent between CUJ and the Service Provider. The Service Provider shall not act or attempt or represent itself as an agent of CUJ. It is clearly understood and accepted by both parties that the Contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The employees of the Service Provider shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of the CUJ. There will no employer-employee relationship between CUJ and the persons engaged by the Service Provider. The persons deployed by the Agency shall neither claim nor shall be entitled to pay, perks and other facilities admissible to contractual or regular employees of the CUJ during the currency or after expiry of the contract. Service provider for its own benefit / record will submit an affidavit from the outsourced employees to the effect that this employment offered by the Agency is purely of temporary nature. Under no circumstances this employment will entitle the employee for claims of Permanent employment, continuation or any other entitlements except mentioned in the contract.

39. The Service Provider shall provide a substitute well in advance if there is any probability of the functionary leaving the job due to his / her own personal reason. The payment in respect of the overlapping period of the substitute shall be responsibility of the service provider.
40. Manpower will be supplied by the Service Provider as per actual requirement which may vary on day to day or monthly basis (fresh requirement other than replacement), which will be informed to the Service Provider. The Service Provider is bound to supply the required manpower within a maximum of seven days. In case the Service Provider fails to supply manpower within a week, a penalty of Rs. 1000/- (Rupees One thousand only) per week thereafter will be levied by CUJ. In case of leave / absence of manpower, alternate arrangement will be made by the Service Provider.
41. Manpower Agency/Service agency will provide CUJ with a list of candidates along with CV / Bio-data for each position requisitioned and Proficiency Test may be conducted by CUJ if required to select a suitable candidate for the position. The Service Provider is bound to supply the services of the person selected by CUJ.
42. Verification of character and antecedents of the personnel through police authorities shall be conducted by the Service Provider / Agency before deployment of manpower to University.
43. The engagement of outsourced manpower in no case confers any right for continuation, extension of the contract, absorption or permanent employment in CUJ.
44. The personnel supplied by the Service Provider will be the employee of the Service Provider and there will be no master-servant relationship between the CUJ and personnel deployed. All the statutory liabilities and responsibilities will be that of the Service Provider and CUJ has no legal responsibilities on the same.
45. In case of any loss or theft of office property, equipments, furniture etc. attributable to the negligence of the agency personnel, as decided by the CUJ, it shall be made good by the agency and in the event of failure on their part to do so within a period of one month, the same shall be made good by the dues payable to the agency and if the amount of loss or damage exceeds the dues payable, the amount will be recovered from the security deposit.

#### **46. STAFF REQUIREMENT**

The required staff shall be provided by the Agency on outsourced basis. The wages will be paid minimum wages as per Labour Commissioner (central), Ministry of Labour and Employment, GOI and the same will be revised from time to time as revised by the Government of India order. All outsourced persons will be screened by the University for engagement suitability.

The tentative requirement of staff is given below. The actual requirement may vary from time to time. University reserves the right to add/delete the designations alongwith increase/decrease the no(s) of manpower as per below table: -

<b>S.No.</b>	<b>Designation(s)</b>	<b>Tentative Requirement</b>
1.	Office Assistant /Multi Tasking Staff, etc.	30
2.	Office Attendant / Helper, etc.	41
3.	Gardener/Plumber/Electrician/Pump operator/conductor, Carpenter etc.	15
4.	Driver	02
5.	Labour (unskilled)	As per requirement

#### **Essential Qualifications:**

##### **Semi-Skilled Manpower:**

- i. Office Assistant / MTS:** Graduate and above with speed in typing at 30 w.p.m. on computer and working knowledge of Computer Applications like MS Office, etc.
- ii. Electrician / Plumber / Gardener / Pump operator / conductor:** well versed and three years experience in relevant fields.
- iii. Drivers:** should have driving license to run LMV/HMV/MGV with a least three year's experience of driving.

##### **Unskilled Manpower:**

- iv. Office Attendant / Helper:** Matriculate

##### **Skilled Manpower (as per requirement)**

**Note:** Before deputing outsourced staff in the University, the service provider must conduct an applied test of the outsourced staff so that only such staff which has passed applied test may be deputed in the University. The University may also conduct such applied test before allowing outsourced staff to be deputed in University offices.

47. Service provider must depute suitable manpower in the University offices depending upon the requirements of the University offices. In case, such staff is not able to perform duties to the satisfaction of the controlling officer, the service provider after giving him/ her an opportunity to improve his / her working, may replace such staff within one month, otherwise the University may initiate appropriate action against the service provider as warranted under terms & conditions of the tender.
48. Government orders/guidelines regarding tenders till date of submitting of bids shall be applicable.
49. **Disagreement:** In case of any disagreement or dispute between the first party (i.e. Central University of Jammu) and the second party (i.e. agency) arising out of or due to the terms and conditions of contract agreement, the Central University of Jammu shall have the discretion for settlement of such disputes by



appointing a sole arbitrator and the award so made by the arbitrator shall be final and binding on both the parties. Jurisdiction shall be Jammu only, for any dispute.

**Registrar**

**Encl:**

Annexure-A: Covering Letter	(1 page)
Annexure-B: Declaration Form	(1 page)
Annexure-C: Technical Bid	(1 page)
Annexure-D: Financial Bid	(1 page)
Annexure-E : Bid Security Declaration Form	(1 page)
Annexure-F: Documents to be provided after award of Contract	(1 page)
Annexure-G: Draft Specimen Agreement	(1 page)
Annexure-H: Proforma for checklist document	(1 page)
Annexure-I: Instructions for bidders for e-tender	(1 page)

**Schedule of e-Tender:**

1.	Published Date	24.10.2024
2.	Bid Document Download / Sale Start Date	24.10.2024
3.	Bid Submission Start Date	24.10.2024
4.	Bid Document Download End Date	13.11.2024
5.	Bid Submission End Date	13.11.2024
6.	Bid Opening Date(Technical)	15.11.2024
7.	EMD (online mode)	12,00,000/- Payable @ Registrar, Central University of Jammu in the form of DD
8.	MSME Exemption	MSME bidders shall be treat as Govt. of India norms
9	No. of covers	02 (Technical and Financial Bid to be submitted separately)
10	Bid validity days	120 days after opening of financial bid

**SERVICE PROVIDER / AGENCY’S COVERING LETTER**

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

To

The Registrar  
Central University of  
Jammu Samba-181143

Sir,

**Ref: Tender no:** \_\_\_\_\_

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

We undertake that, if our bid is accepted, we shall provide the service s in accordance with, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance guarantee as per the conditions mentioned in the contract. We agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal agreement is prepared and executed, this bid together with its written acceptance thereof in the notification of award shall constitute a binding contract between both the parties.

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

Dated this .....Day of .....(The month and year)

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

**DECLARATION BY THE SERVICE PROVIDER**

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

1. I,..... Son / Daughter / Wife of Shri.....  
..... Proprietor / Partner / Director / Authorized signatory of M/s.  
..... and competent to sign this Declaration and execute this tender document on behalf of agency.
  
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
  
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature with date & seal of the agency : .....

Name of the applicant : .....

Designation : .....

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

Sl. No.	Particulars	Details (if yes, furnish number)	Appendix No. (attached in bid at Page No.)
i	Name of the Firm / Agency:	M/s.	
ii	Status of the Firm / Agency: (Proprietorship / Partnership / Joint Stock Co. etc)		
iii	Address:		
	a) Office:		
	b) Residence:		
iv	Telephone / Mobile No. / E-mail address / Website address		
v	Name of the Proprietor / Partner / Director		
vi	Documentary Proof of :		
	a) Valid Registration with State sale tax authority, certificate No.	Yes / No	
	b) Proof of incorporation inception of agency for supply of manpower / valid labour license	Yes / No	
	c) EPF registration proof	Yes / No	
	d) ESI registration proof	Yes / No	
	e) TIN / PAN No.	Yes / No	
	f) Income tax return for 2021-22, 2022-23 & 2023-24	Yes / No	
	g) Balance sheet for 2021-22, 2022-23 & 2023-24	Yes / No	
	h) GST clearance certificate for the period ending 31.03.2024	Yes / No	
	i) Experience certificate from Government / Semi Govt. / PSU where the agency has supplied a group of more than 100 persons at a time for housekeeping and general services with good performance.	Yes / No	
	j) Annual turnover for financial year 2021-22		
	k) Annual turnover for financial year 2022-23		
	l) Annual turnover for financial year 2023-24		
vii	Earnest Money Deposit (EMD) details		
	a) Amount of Earnest money		
	b) Name of the Drawer and Drawer Bank		
	c) No. and Date of the Bank Draft		
viii	Bid Security Declaration Form		

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

Signature with date & seal of the agency : .....

Name of the Applicant : .....

Designation : .....

## FINANCIAL BID

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

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

Minimum Wages (central) shall be paid by the firm as per the order issued by the Labour Commissioner (central), Ministry of Labour and Employment, GOI (presently order dated 28-10-21) and the same will be revised from time to time as revised by the Government of India order. Further, minimum service charges in the procurement of manpower outsource services will be as per the Govt. of India OM No. F.6/1/2023-PPD dated 6<sup>th</sup> January, 2023 (copy attached for reference). However, least cost system (LCS) maybe considered for procurement.

<b>Wages details</b> (as per GoI orders issued from time to time)	<b>Rate in rupees per person per month for Skilled, Semi-skilled and Unskilled Manpower</b>
1) Basic Wages	Not be filled (will be paid as GoI norms)
2) V.D.A.	
3) EPF @ 12% (13%)	
4) Admin charges @ .5% of EPF	
5) Employees Deposit Linked Insurance (EDLI) presently @ .5%	
6) ESI presently @ 3.25%	
7) GST presently @ 18%	
8) Percentage (%) of charges on (Basic wages + V.D.A)	To be quoted in percentage (%) only i. _____ (in figures)  ii. _____ _____ (in words)

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

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

Signature with date & seal of the agency : .....

Name of the Applicant : .....

Designation : .....

**Bid Security Declaration**

To

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**Ref:** Tender document No..... dated .....

We, the undersigned declare that: We know that the bid should be supported by a Bid Security Declaration in accordance with your conditions.

We accept to automatically be suspended from being eligible for bidding in any contract in CUJ for a period of 3 years from the date of opening of Bid. If we are in breach of our obligation(s) under the bid conditions, because we :

After having been notified of the acceptance of our bid by the Contracting Authority within the period of bid validity:

- 1) We failed or refused to furnish a Performance Security in accordance with the Condition of the Tender Document of Tender No. OR
- 2) We failed or refused to sign the contract.

We know that this Bid-Securing Declaration will expire, if contract is not awarded to us, upon :

- 1) Our receipt of your notification to us of the name of the successful bidder or
- 2) Twenty –eight days after the expiration of our Bid or any extension to it

We know if we are a Joint Venture, Securing Declaration should be in the name of the JV submitting the bid. If the JV is not legally constituted at the time of bidding, the Bid-Securing Declaration will be in the name of all partners named in the JV agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

For and on behalf of M/s. \_\_\_\_\_ Address :

Signature

Name

In the capacity of (DULY AUTHORISED TO SIGN THE BID)

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

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

**DRAFT SPECIMEN AGREEMENT**

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

And

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

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

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

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

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

1. This agreement shall come into force w.e.f. ....(date)..... and will remain in force for a period for one year but can be terminated by CUJ by giving one calendar months' notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms for another term(s) .
2. The firm shall be responsible for providing multi tasking persons at CUJ campuses, Hostels etc as per rate mentioned in the Award Letter.
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the Police Authorities.
4. All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the CUJ shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at CUJ premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The CUJ shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person



- shall not again be deployed without the consent of the CUJ.
7. The manpower deployed by the Agency should work as per the working days and timings of the CUJ.
  8. The firm will raise a bill only after making payment to the manpower i.e. on 7th of each month and the payment will be released by the CUJ through RTGS / PFMS / IMPS / NEFT to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challans along with list of persons showing deposit of ESIC, EPF with the concerned agencies are also to be deposited with the bill. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
  9. The firm shall issue identity card to each of the workers engaged for entry into CUJ premises and shall ensure the successful implementation of the terms and conditions of the agreement. In case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, CUJ may cancel the contract.
  10. The Firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act, 1970, workmen's Compensation Act, 1923, E.P.F., E.S.I. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the CUJ on account of any failure to comply with the obligations under various laws or damage to CUJ due to acts/omissions of Firm.
  11. It is also agreed that under no circumstances, the volunteers and/or the employees/workmen of the Firm shall be treated, regarded or considered or deemed to be the employees of the CUJ and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the CUJ against any claim that it may have to meet towards the employees / workmen of the Firm. Firm's employees / workmen shall have no claim to absorption / regularization and financial benefits etc. that are admissible to regular employees in the office of CUJ.
  12. The contract is subject to the conditions that the firm shall comply with all the laws and byelaws of Central Govt. / State Govt. as applicable relating to this contract.
  13. In case of any loss or damage to the property of the CUJ at which is attributable to the firm, the full damages will be recovered from the firm as decided by CUJ.
  14. The Firm shall not transfer its right or sub- contract to anyone else.
  15. The Firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
  16. The Firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
  17. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the Firm and not by CUJ in any manner.
  18. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by her/him shall be restored by the contractor within 24 hours of its bringing to his notice.

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

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

**Authorised Signatory**

(Name & Address of the firm)

**Registrar**

Central University of Jammu

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

**PROFORMA FOR CHECKLIST DOCUMENTS**

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

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

No.F.6/1/2023-PPD  
Government of India  
Ministry of Finance  
Department of Expenditure  
Procurement Policy Division  
\*\*\*

169-B, North Block, New Delhi,  
23.06.2023

**OFFICE MEMORANDUM**

**Subject:- Minimum Floor price for minimum wage based Manpower Outsourcing Service – reg.**

This office OM No. 6/1/2023-PPD dated 06.01.2023 on the subject referred above is being forwarded for kind information and necessary action. The same may be kept in view while issuing new tenders for outsourcing of manpower.

*es*  
23.6.23

(Sanjay Aggarwal)  
Advisor(Procurement Policy)  
Tel.24621304  
email: sanjay.aggarwal68@nic.in

To

Secretaries of all Ministries/ Departments.

No.F.6/1/2023-PPD  
Government of India  
Ministry of Finance  
Department of Expenditure  
Procurement Policy Division  
\*\*\*\*

264 C, North Block, New Delhi.  
Dated the 6<sup>th</sup> January, 2023.

**OFFICE MEMORANDUM**

**Subject: Proposal on Minimum Floor price for minimum wage based Manpower Outsourcing Service.**

The undersigned is directed to refer to Government e-Marketplace (GeM) OM No. 9/JS&ACEO/2022 dated 22.12.2022 regarding the subject cited above and to say as under:

- a. The minimum service charges in the procurement of Manpower Outsourcing Service may be fixed as 3.85% (3% profit plus transaction charges, which are 0.85% at present) as proposed by GeM.
  - b. The procuring entities can also fix the service charge above 3.85% with proper justification on file, wherever required. However, such charges should not exceed 7% (including transaction charges) in any case.
  - c. Least Cost System (LCS) may be considered for procurement, wherever appropriate, especially in high value cases.
2. This issues with the approval of Finance Secretary.

*W*  
*6/1/23*  
(Kanwalpreet)  
Director (PPD)  
Tel.No. 2309 3811  
email: kanwal.irss@gov.in

To

Shri Prashant Kumar Singh,  
Chief Executive Officer,  
Government e-Marketplace,  
2<sup>nd</sup> Floor, Jeevan Bharati Building,  
Janpath, New Delhi.  
e-mail: ceo-gem@gov.in