

**JAMIA MILLIA ISLAMIA, JAMIA NAGAR
NEW DELHI -110025**

E-TENDER DOCUMENT

FOR

Outsourcing of General services (Manpower)

TenderNo. GS-01/ADMN/RO/JMI/2021-II

Dated: 01/05/2021

PART-I

JAMIA MILLIA ISLAMIA
Jamia Nagar, New Delhi-110025
Phone: 011-26981717 – Extn.1125/1129

TenderNo.GS-01/ADMN/RO/JMI/2021-II

Dated: 01/05/2021

APPENDIX-1:

NOTICE INVITING E-TENDER

E-Procurement TENDER NOTICE for Outsourcing of General Services

Tenders are invited from reputed, registered and licensed agencies for hiring of General Services through outsource agency in JamiaMilliaIslamia, New Delhi.

SCHEDULE OF TENDER

S.No.	Activity Description	Schedule
1.	Tender No	GS-01/ADMN/RO/JMI/2021-II
2.	Sale of Tender Document	to , the tender document shall be downloaded from the MHRD portal https://mhrd.euniwizarde.com/ by using bidder login credentials.
3.	Time and last date of uploading Tender / Bid	1:00 P.M. on 22/05/2021
4.	Time and Date of Opening of TechnicalBid	3:00 P.M. on 22/05/2021
5.	Minimum Validity of tender offer	180 days from the date of Opening
6.	Services to be offered	General Services (Manpower) through outsourcing (Unskilled-308, Semi-skilled-191, Skilled-68, Graduate & above-180 and Matriculate butnot graduate - 03), Total-750
7.	Estimated annual cost of tender	Rs.19,40,00,000/- (Rupees Nineteen Crores Forty Lakhs Only)
8.	Amount of Security Deposit after award of contract in the form of Bank Guarantee / Demand Draft	Rs.58,20,000/- (Rupees Fifty Eight Lakhs Twenty Thousand Only)
9.	Duration of contract	One Year from the date of award of contract. However, the same may be further extended for another two years on the same terms & conditions.

In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Aspiring Bidders who have not enrolled/registered in e-procurement should enrol/register before participating through the website <https://mhrd.euniwizarde.com/>. The portal enrolment is free of cost.

Interested bidders may submit their quotation online on <https://mhrd.euniwizarde.com/> as per the tender document in the websites <https://mhrd.euniwizarde.com/>. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum/addendum regarding this tender will be available on the above said website only.

Sd/-
Registrar
Jamia Millia Islamia, Jamia Nagar
New Delhi-110025
Ph.: 011-26981717 (Extn.:1125/1129)

APPENDIX-2: INSTRUCTIONS FOR ONLINE BID UPLOADING

Instructions to the Bidders to submit the bids online through the MHRD for e-Procurement are at

<https://mhrd.euniwizarde.com/>.

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered by payment of 2000/- exclusive onetime fee for 1 Year on the portal for participating in the e-tenders published by the department. Detailed registration help manual is available in bidder help manual kit.
2. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details.
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal.

However bidder can update the digital certificate to another user id after unmapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.

9. Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
10. Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
11. Bidders must pay required payments (Tender fee, Tender Processing Fee etc as available on the portal) as mentioned in the tender document, before submitting the bid.
12. Bidders are recommended to use PDF files for uploading the documents and file size must not cross 5MB. Only price bid sheet will be in Excel format.
13. The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
14. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
15. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid

summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.

16. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.

17. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.

18. The time displayed in the server is IST(GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.

19. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

For E-Tendering Help/Support in participation or guidance: -

Helpdesk No.—01149606060

APPENDIX-3

BID FORM

TenderNo.GS-01/ADMN/RO/JMI/2021

Dated:_____/_/_____

To,

REGISTRAR
JamiaMilliaIslamia, Jamia Nagar
New delhi-110025

Dear Sir,

1. Having examined the conditions of contract and specifications including appendix, the receipt of which is hereby duly acknowledged. We, undersigned, offer to undertake the work of providing the General Services in the JamiaMilliaIslamia University, NewDelhi.
2. We undertake if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
3. If our Bid is accepted, we will submit a Demand Draft / Bank Guarantee of 3% of the total value of executed contract on a Scheduled Bank towards Performance Guarantee for due performance of theContract.
4. We agree to abide by this Bid for a period of 365 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of thatperiod.
5. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract betweenus.

Signature of Authorized Signatory.....

In capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Signature.....

Address.....

Photograph of the tenderer /
authorized signatory holding
power of attorney

APPENDIX-4

Bidders Profile & Declarations

1	Name of Tendering Company/ Firm / Agency, duly registered under the respective Acts. (Attach self-attested copy of certificate of registration).	
2	Name of proprietor / Director of Company/Firm/agency	
3	Full Address of Registered Office with Telephone No., FAX No. & E-Mail	
4	Full address of Corporate (Head Office)/Branch Office of Delhi with Telephone No. FAX No. & E-Mail	
5	PAN / GIR/TAN No (Attach Self Attested copy)	
6	GST Registration No. (Attach Self Attested copy)	
7	E.P.F. / E.S.I. Registration No. (Attach Self Attested copy)	

Note: Self-Attested copy of experience certificate / certificates issued by the competent authority for the satisfactory work carried out **General Services** through outsourcing or similar nature of job in Central/State Government/ Public Sector/ Banks/ during the last three years, annual receipts showing the position of **General Services** executed by the tenderer with the govt. / semi govt. offices/organizations/ institutions.

8. All agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs. Twenty Crores during the last three financial years in the books of accounts.

Year	Amount of Annual Turn Over (Receipt as per Annual Accounts)	Name of the Organizations/ Institutions	Annual Amount received (party-wise)
2017-18			
2018-19			
2019-20			

9. The bidder should have three similar completed works costing not less than Rs. 01crore each or two similar completed works costing not less than the amount equal to Rs. 02 crores each or one similar completed work costing not less than then amount equal to Rs. 05 crores in any year during the last three financial years.

10. The bidder should have the experience of completion of similar works in any of the Institutions/Autonomous bodies/Universities/Public Sector undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Localbodies/Municipalities/Private organisation of Repute.

The above particulars should be duly self-attested and match with the figures depicted in the Certified Annual Accounts by the Chartered Accountant.

11. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:

DECLARATION
(NEAR RELATIVE)

(PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN JAMIA MILLIA ISLAMIA)

I,..... S/o, D/o, W/o.....

R/o.....

.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in JamiaMilliaIslamia, as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, JMI shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal

The near relative (s) means:

- a) Members of a Hindu Undividedfamily;
- b) They are husband andwife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband(brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and Security money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal

DECLARATION
(FOR EPF / ESI& Misc. Provisions Act, 1952)

I(name of the contractor/agency) hereby declare compliance towards conditions of the EPF/ESI& Misc. provisions Act 1952 and authorize JMI to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF,ESI etc., or any other acts dealing with the same and all other acts mentioned in the tenderdocument.

Place:

Signature of tenderer/AuthorizedSignatory

Date:

Name of theTenderer:

Seal ofTenderer:

**DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING
FROM TAKING PART IN GOVT.TENDER BY GOVT. DEPT**

I / We Proprietor/ Partner(s)/ Director(s) of M/s-----
-----, hereby declare that the firm/company
namely M/s -----, has not been blacklisted or
debarred in the past by any Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s-----
-----, hereby declare that the firm/company
namely M/s -----, was blacklisted or debarred by
any Government Department from taking part in Government tenders for a period of ----- years
w.e.f.----- . The period is over on ----- and now the firm/company is entitled to take
part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be
rejected/cancelled by Jamia Millia Islamia and SECURITY DEPOSIT/SD shall be forfeited.

In addition to the above, Jamia Millia Islamia will not be responsible to pay the bills for any
completed / partially completed work.

Signature:.....

Name:.....

Capacity in which as signed:.....

Name & address of the firm:.....

Seal of the firm should be Affixed

Date: Signature of Bidder with seal.

DECLARATION

LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE

To,

The Registrar
Jamia Millia Islamia
New Delhi-110025

Sub: Authorization for attending the office on _____ (date) in the Tender of
_____.

Following person is authorized to attend the office for the tender mentioned above on behalf of
_____ (Bidder).

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorization as prescribed above is not received.)

APPENDIX-5: INSTRUCTIONS TO BIDDERS

1. GENERAL:

- 1.1 The Tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedules and annexures. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document. The tenderers who are confident of executing the contract in time by employing the required resources, manpower and need only participate in this tender.
- 1.2 In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at New Delhi only.
- 1.3 Conditional bid shall not be considered and will be rejected outright.
- 1.4 If any firm quotes "Nil" charges, the bid shall be treated as unresponsive and will not be considered. Service charges quoted should be adequate to meet statutory deductions towards TDS and such other levies laid by Government from time to time.
- 1.5 It may be noted that the tender notice is only for inviting a contract and shall not be construed as bid for providing the job i.e. there is no guarantee for award of work.
- 1.6 Any tenderer participating in this tender should make sure that he/she will be able to carry out the work in the contract.
- 1.7 It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should take all factors into consideration.
- 1.8 The tenderer acknowledges that he/she assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
- 1.9 The tenderers who are confident of executing the contract in time by employing the required resources, manpower should only participate in this tender offer.
- 1.10 The tender schedule shall be read in conjunction with Specifications, General Instructions, Terms and Conditions. The tenderer shall be deemed to have carefully examined all these documents. *It is further understood and agreed that the tenderer has satisfied with the terms and conditions of the tender document.*
- 1.11 **The requirement indicated in tender may increase or decrease in each category depending on the future officer requirement.**
- 1.12 The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with official seal. Partnership firms shall furnish full names and addresses. In case of the partnership firm, Self-Attested true copy of the **registered partnership deed must be submitted** along with the tender. Similarly in case of company the Self Attested copy of **Memorandum of Association and Article of Association** must be submitted.
- 1.13 Interest shall NOT be payable on the Security Money deposit.
- 1.14 Corrections, if any, in the technical bid of application must be counter signed by the person authorized to sign the tender bids.

2. THE BIDDOCUMENTS:

The Bid Documentsinclude:

- Notice InvitingTender
- BidForm
- Tenderers Profile&Certificates
- General Instructions toBidder
- Terms and Conditions ofContract
- Performance Security BondForm
- Check list forBidders
- Financial BidForm

Bidders are expected to examine all instructions, forms, terms and conditions in the Bid documents. Failure to furnish all information required as per the Bid documents or submission of bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of thebid.

3. CLARIFICATION OF BIDDOCUMENTS:

- a. Bidders requiring any clarification on the Bid Documents shall notify REGISTRAR, in writing or by FAX at the Officers mailing address indicated in the invitation of Bid. The REGISTRAR, JMI shall respond by email/in writing to any request for the clarification of the Bid Documents which he receives not later than 2 days prior to the date of opening the Tenders. Copies of the clarification sought for by the bidders and Clarifications by the JMI shall be sent to all the prospective bidders who have received the biddocuments.
- b. The clarifications made as above shall form part of the Bid document and will be treated as amendment to the Bid document. These clarifications will also be made available in the website and bidders who have down loaded Bid document from internet are to submit the bid document accordingly after taking into account all the clarificationsissued.

4. AMENDMENT OF BIDDOCUMENTS:

- a. At any time prior to the date of **opening of bids**, JMI may, for any reason, whether on its own initiative or in response to any clarification received from a bidder, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding onthem.
- b. In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the JMI may, at its discretion, shall extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web site as and when it ismade.
- c. Bidders who download the Bid document through internet are to take care of these amendments while submitting theirbids.

5. BIDPRICES:

Separate rates are to be quoted based on the Schedule of Services for each category of manpower i.e. Skilled, Semi-Skilled, Unskilled, Matriculate but not Graduate and Graduate and above.

6. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

The following documents must be submitted along with tender document, any tenderer submitting bid without documents specified below, is liable to be summarily rejected.

- i. Tenderer's profile duly filled as per **Appendix-4**.
- ii. Bidder must be a firm/ company that should be registered with appropriate authorities and Self Attested copy of **registration** may be attached.
- iii. The registered office or one of the Branch offices of the manpower company/firm should be located in New Delhi or NCR.
- iv. Bidder must have **GST Registration Number** issued by competent authority. Bidder must have **PAN/TAN/GST** (Copy of these to be attached).
- v. Bidder should have **EPF, ESI, Registration** with competent authority (Copy to be attached).
- vi. Self-Attested Copy of **Experience Certificate** of the last (**three years**) and work executed as declared in Appendix 4 during last three years in central Govt. /State Govt./PSU/ Nationalized Banks in similar work of **General Services**.
- vii. Bidder should have last three years **Income Tax Return** with complete details year-wise in chronically order along with copies of Annual Accounts duly certified by the **Chartered Accountant**.
- viii. Declaration of "**No near relative**" of the bidder firm/company is working/employed in JMI, New Delhi to be submitted.
- ix. Declaration of "**BLACKLISTING**" of bidder firm/company to be submitted.
- x. Self-Attested copy of **Partnership Deed** or affidavit in original regarding sole proprietorship in case of proprietorship firm/ **Memorandum of Association / Articles** as applicable.
- xi. All the tender document pages should be stamped and signed.
- xii. Authorization letter from appropriate authority of the firm/company in case person other than the tenderer has signed the tender documents.
- xiii. The successful bidder has to produce all the relevant original documents as and when directed before the time of awarding the work.
- xiv. The successful bidder has to obtain and submit the labour office registration certificate within the period specified by this office.

7. SECURITY MONEY DEPOSIT (SECURITY DEPOSIT):

- a. **Rs.58,20,000/- (Rupees Fifty Eight Lakhs Twenty Thousand Only)** shall be paid by Demand Draft / Bank Guarantee after award of contract drawn on any Nationalized or Scheduled Bank drawn in favour of the **REGISTRAR Jamia Millia Islamia**, payable at New Delhi as mentioned in the notice inviting tender. Security Money in cash or in the form of cheque or in any other form will not be accepted.

- b. Interest shall NOT be payable on the Security Money deposit.
- c. Security Money (SECURITY DEPOSIT) will be forfeited and the bidder will be black listed or debarred at the discretion of REGISTRAR JMI, NEW DELHI:
 - (i) If the contractor fails to deploy manpower against the initial requirement within 15(fifteen) days from the date of placing work order, the PBG shall stand forfeited without further notice.

8. PERIOD OF VALIDITY OF BID:

The tender submitted by tenderer will remain valid for acceptance for a period of 180 (One eighty) days from the date of opening of the tender. Tenderer shall not be entitled during this period of one eighty days, without the consent in writing of JMI to revoke or cancel his tender or to vary the tender submitted or in terms thereof. The JMI shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by the JMI in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the JMI in writing.

9. SUBMISSION OF BIDS:

The bid along with the necessary documents should be uploaded in the mhrd.euniwizarde.com portal as per the guidelines mentioned in the portal.

Method of preparation of bid:

- a) **FINANCIAL BID:** Rate of contractor service charges for outsourcing of “General Services” in JMI New Delhi, should be quoted clearly in the Financial Bid. The contractor shall be responsible for providing all statutory benefit to the manpower employed by him like EPF, ESI etc, as applicable.
- b) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. Uploading of missing document/correcting the mistake in the document, etc. and changing the quotation in the financial bid is normally allowed only before opening of bid.
- c) Tender with any unfilled values or incomplete in any manner will be summarily rejected.
- d) A declaration in the proforma given in Appendix-4, has to be submitted along with the Bid document.
- e) No person is permitted to bid for tender whose relative(s) is (are) working in JMI New Delhi. The tenderer thus should give certificate along with tender document that none of his/her relative is working in JMI, in New Delhi. Near relative for this purpose is defined in Appendix-4.

10. LATE BIDS:

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

11. MODIFICATION AND WITHDRAWAL OF BIDS:

The Bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is done prior to the deadline prescribed for submission of bid.

12. REJECTION OF TENDERS:

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- a) If the requisite Bid Security in the manner does not support the tender provided therein.
- b) If the tender is not duly signed, or not found proper or complete to the satisfaction of JMI in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- c) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- d) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- e) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- f) If prices are not filled properly in the Financial Bid.

13. CONTACTING THE JMI:

Subject to **Clause-6**, no bidder shall try to influence JMI authorities on any matter relating to his bid from the time of bid opening till the time of award of contract. Any effort by any bidder to modify his bid or influence the bid process shall result in rejection of his bid without any notice. The decision of JMI will be final in this regard.

14. JMI'S RIGHT TO ACCEPT OR REJECT ANY BID:

Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of JMI shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.

JMI reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever.

REGISTRAR JMI NEW DELHI does not bind himself to accept the lowest tender and reserve the right (i) To reject any or all tenders (ii) To accept any portion of the tender offered without assigning any reason and he can also reduce or extend the period of contract without assigning any reason.

15. BID OPENING:

Bid opening and finalization will be according to e-procurement procedures.

Bidder's name, bid price, modifications, withdrawals and such other detail, as deemed fit by the authorized authority will be notified.

16. BIDEVALUATION:

Prior to the detailed evaluation of Technical and Financial bids JMI will determine the substantial responsiveness of each bid to the Bid document. Substantially responsive bid is one which confirms to all the terms and conditions of bid document without material deviation. The JMI's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as substantially non-responsive will be rejected by JMI and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity. However, the JMI may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found technically qualified, will be opened subsequently after due notice.

The Tender will be awarded to the L1 bidder after due evaluation by the evaluation committee.

17. PLACEMENT OF ORDER:

JMI shall consider placement of work orders on those bidders whose technical and financial bid has been successfully considered and decided as **L1**.

18. LETTER OF INTENT (LOI):

The JMI will issue an LOI which constitute the intention of the JMI to enter into contract with the bidder.

The bidder shall within 7(seven) days of issue of the LOI, give his acceptance along with Performance Bank Guarantee and also submit the Agreement form duly completed in all respect, as per Appendix-8.

19. SIGNING OF CONTRACT AGREEMENT:

The successful Tenderer shall be required to execute an Agreement **within 7 (Seven) working days** of being called upon on a non-judicial **stamp paper of Rs.100/- (One hundred only)** at his own cost and in the format at Appendix-9 to the effect that the tenderer and JMI are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

Submission of the Tender document duly signed on all pages shall bind the bidder to all the terms and conditions of this Tender document and as well as the Agreement to be signed by him. A copy of the complete set of this Tender document shall also become enclosure to the agreement as an annexure.

The JMI reserves the right to cancel the agreement executed without any compensation what so ever to the contractor any time before the award of the work. The action of JMI under the Tender Document shall not construe the breach of contract.

After the selection of a bidder by the competent authority, the successful bidder will be formally notified of the award by order prior to expiration of validity period. The letter called “**Award of Contract**” (AOC) will state the contract price that the TIA will have to pay to the bidder towards the execution/completion of the tender, subject to furnishing a performance security within the stipulated date.

20. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of the Tender Document shall constitute sufficient ground for the annulment of the contract and the forfeiture of the Bid Security in which event the JMI may award the contract to any other bidder at its discretion or call for new Tender.

21. DURATION OF CONTRACT:

One Year from the date of award of contract. However, the same can be extended for another period, but not more than **3 (1+1+1) years** on the sole discretion of the Competent Authority of JMI, subject to satisfactory performance, on the same terms & conditions based on the requirements of this office.

APPENDIX-6: TERMS & CONDITIONS OF CONTRACT

1. INTERPRETATION OF THE CONTRACT DOCUMENT:

The Competent Authority and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

2. VALIDITY PERIOD OF RATE:

The rates quoted should be firm and valid from the date of submission of bid up to the validity of contract agreement and during extension if any, after finalization of tender for all work order without any change.

However, during the period of contract, as and when the minimum wages for GNCT of Delhi are revised by the labour commissioner, then the rates payable for each category of manpower shall be revised to the new minimum wages.

3. TAXES AND DUTIES:

Contractor shall pay all taxes payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the JMI from and against the same or any default by the Contractor in the payment thereof.

4. SUB-CONTRACTS:

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

5. REGISTRAR JMI New Delhi reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to the JMI in terms here of and for the due fulfilment of the contracted works.
6. The Contractor shall indemnify, and save harmless the JMI from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the JMI may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case maybe.
7. If contractor without written approval of JMI Authority, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the REGISTRAR JMI, New Delhi, shall have power to adopt any of the coercive action as he may deem fit in the interest of JMI.
8. The manpower deployed shall be required to report for work on time as per Appendix. In case, manpower deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
9. If the quality of the work is continuously poor and or contractor fails to abide to any of the terms and conditions of the contract, the contract is likely to be terminated and blacklisted or debarred.
10. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
11. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.
12. The REGISTRAR JMI New Delhi will not be liable to pay any interest on the Security Money Deposit. If the successful tenderer withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, the REGISTRAR JMI New Delhi reserve the rights to forfeit Security Money Deposit.

13. Rate for outsourcing of “General Services” should be quoted clearly in the Financial Bid along with Service Charge in percentage as well as in figures.
14. The contractor shall be responsible for providing all statutory benefit to the outsource manpower by him like EPF, ESI etc., as applicable.
15. The manpower engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on the JMI. The contractor will intimate to the local police station regarding identity and permanent address of the man power employed. A copy of the acknowledgement received from local police station should be submitted to this office.
16. Services shall be as per appendix annexed to the Tender Document from **Monday to Saturday with Scheduled Duty hours.** The contractor may be called upon for the services on Sunday and/or Holidays also, if required.
17. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and **utmost secrecy and confidentiality must be maintained.**
18. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.
19. For all intents and purposes, the contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower Operator so employed and deployed at this office. **The manpower deployed by the contractor at this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against REGISTRAR JMI New Delhi.**
20. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to man power deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims/compensation or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.

21. COMPLIANCE WITH LAWS AND REGULATION:

21.1. During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or JMI, municipal boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By- laws, Rules,

Regulations, orders and /or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractordocuments.

21.2. The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of thisoffice.

22. BREACH OFCONTRACT:

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the “Breach of Contract” mentioned above covers (a) the Anticipatory Breach and (b) the PresentBreach.

23. The REGISTRAR JMI New Delhi may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:-

- a) If the Contractor having been given by the JMI Authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper workmen like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the JMI Authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by thatdate.
- b) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding uporder.
- c) If the contractor commits breach of any of the terms and conditions of thiscontract.
- d) If contractor commits any act mentioned in the TenderDocument.
- e) If contractor commits any fraud with the JMI, or any fraudulent motive is detected in hisaction.
- f) If contractor demands undue charges not stipulated in thiscontract.

24. CANCELLATION/TERMINATION OF CONTRACT OR PARTTHEREOF:

- 24.1. The JMI Authority may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of suchcancellation.
- 24.2. The JMI Authority may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasonstherefore.
- 24.3. If at any time after the commencement of the work the JMI Authority shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the JMI Authority shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carriedout.

25. PAYMENTS:

25.1. The complete bill: While submitting the bills to the Account Office, JMI,the Contractor shall ensure that: -

- (i) The bills should be pre-receipted and be submitted by 28thof the respective month;
- (ii) Attested attendance sheet of all the outsource persons deployed in thisoffice;
- (iii) Detailed Bill for payment of wages of the outsource persons deployed at this office;
- (iv) Documentary proof of payment of all statutory contributions like EPF,ESI etc. as applicable for the last month's challan as proof of payment depositedwith the concerned departments/authorities by the Contractor;

Bill received without any of the above enclosures/formalities, shall be treated as incomplete and will not be entertained for payment. The same may be withheld till such proof is submitted/furnished by theContractor.

26. SECURITYDEPOSIT:

- 26.1. The successful tenderer will have to deposit a **Performance Security Deposit of 3% of the total annual amount of contract value executed**)at the time of signing of agreement within 07 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of REGISTRAR JamiaMilliaIslamia, payable at New Delhi, JMI or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of the Company / Firm / Agency but hypothecated to the REGISTRAR JamiaMilliaIslamia, payable at New Delhi. The performance security should remain valid for REGISTRAR

Jamia Millia Islamia, payable at New Delhi, for a period of 180 days beyond the date of completion of all the contractual obligations of the supplier.

- 26.2. Performance Security Deposit shall **not bear any interest for any period whatsoever**, and therefore, Interest shall not be payable by the JMI on the Security Deposit or on amounts payable to the Contractor under the contract.
- 26.3. **Performance Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution.** If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the JMI to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a “SHOW-CAUSE” Notice to the contractor.
- 26.4. The Performance Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
- 26.5. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit/PBG or from any sum which may be due or may become due to the contractor by the JMI on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the bills of the contractor.
- 26.6. If the contractor duly performs and completes the contracts in all respects, the JMI shall refund the Security Deposit/PBG to the Contractor after deducting all costs and other expenses that the JMI may have incurred for making good any loss due to any action attributable to the contractor which the JMI is entitled to recover from the contractor.
- 26.7. Performance Security Deposit/PBG will be refundable only after full payment of outsource person wages including EPF, ESI etc., and full settlement of final bill for the works contracted/executed under the contract.
- 26.8. Performance Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for one year after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the JMI.

APPENDIX-7: JOB SPECIFICATIONS & JOB DESCRIPTION

JOB SPECIFICATION: -The manpower to be engaged should be between 18-55 years and sound in health.

The requirement of the following categories of General Services (Manpower) through Outsourcing Agency, in Jamia Millia Islamia, New Delhi, as given below: -

S. No.	Category	No. of Persons
1	Unskilled Category	308
2	Semi-Skilled Category	191
3	Skilled Category	68
4	Graduate and above Category	180
5	Matriculate but not Graduate	03
	Total:	750

Note: *Category No.4 is meant for clerical and supervisory category.*

APPENDIX-8:

AGREEMENT

This deed of Agreement is executed ondayof....., 2021 at NewDeIhi.

BETWEEN

JAMIA MILLIA ISLAMIA (a Central University) created by an enactment of Parliament of India) Jamia Nagar, New Delhi -25, acting through its **Registrar**, (hereinafter referred to as “**Party of the First Part**”).

AND

M/S....., a company, through its Mr./Ms., duly authorized by the, (hereinafter referred to as “**Party of the Second Part**”).

The expression "Party of the First Part" and "Party of the Second Part" shall, however, mean and include their successors, heirs, assignees etc.

WHEREAS JamiaMilliaIslamia, Party of the First Part, is desirous of hiring of General Services (Manpower) through outsourcing on short-term contract basis and thus requires the services of a duly licensed and authorized agency/firm i.e. the Party of Second Part on purely contractual basis. The essence of the Agreement is a contract for services as laid, consented and agreed herein.

AND WHEREAS the Party of the Second Part who is engaged in the business of providing effective services etc. has accepted the said offer of JamiaMilliaIslamia for providing services on short term basis for providing General Services (Manpower)through outsourcing to the Party of the First Part during the entire of the period of thisAgreement.

NOW THEREFORE IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERE TO ASFOLLOWS:

1. ThisAgreementshallcomeintoforcewitheffectfromthe.....dayof....., 2021 and shall remain in force for a probationary period of 3(three) months. Depending upon the satisfactory performance of the Party of the Second Part at the absolute discretionof the University. A further extension of 9(nine) months can be granted, at the absolute discretion of JMI. However, it can be terminated at any time by givingone

month's notice in writing in advance by the Party of the First Part and three months' notice by the Party of the Second Part. Provided that the **Contract** will automatically cease to exist on the expiry of 1(one) year. However, the same may be renewed or extended on yearly basis by the Party of First Part in its sole discretion with the express prior written approval of the Vice-Chancellor of the Party of the First Party for a term which he may deem necessary, but not more than **3 (1+1+1) years**, subject to the diligent and satisfactory service record of the Party of the SecondPart.

2. That the Party of **Second Part** shall ensure the due observance of duty rosters and shall be responsible to provide additional personnel to take the place of those personnel who are not available or disabled for duty at the saidpremises.

3. That the Party of the Second Part will furnish a Performance Security Deposit in the form of Bank Guarantee @3% of the total annual contract value to the Party of First Part before taking over the Contract of the General Services (as per details mentioned in Appendix-7).
4. That the Party of the Second Part shall keep ensuring to provide complete and continuous services by changing the personnel in rotation or replacement subject to the provision that each person performs duty not more than eight hours daily and in accordance with the laws so prevalent for which the liability shall be exclusively confined to the Party of the Second Part.
5. That the Party of the Second Part will ensure that the personnel shall work in accordance with notified Rules and the law. In case, the personnel are required to perform duties on National Holidays (26th January, 15th August and 2nd October) or beyond normal hours, such duties will be compensated exclusively from time to time by the Party of Second Part at the rates so notified by law.
6. That the Party of First Part shall assist the Party of the Second Part by periodically monitoring the services as also checking whether they are doing their work as per the prescribed instructions, however such actions or monitoring of the services by them will not relieve the Party of Second Part from any of its obligations under this Agreement.
7. That the personnel whose services are provided by the Party of Second part in terms of this Agreement shall at all times and for all purposes and intents whatsoever be deemed to be the employees of the Party of Second Part and shall perform their duties under its sole control and supervision.
8. That the Party of the Second Part while discharging the services as envisaged in this Agreement shall engage persons of good character, conduct, competency and qualifications so as to perform the work for which they are required. The Party of the First Part shall have the right to ask for the removal/disengagement from the premises any person(s) considered by them to be incompetent, disorderly, cantankerous or for any other reason and such person shall not be drafted/engaged without the consent of the Party of First Part.
9. That the personnel stationed in the premises to provide services shall at all times comply with the directions and instructions which may be given by the Registrar/person nominated by the Registrar of the Party of the First Part.
10. That the Party of Second Part shall employ personnel as indicated by Party of First Part and it shall be the exclusive responsibility of the Party of Second Part for their payment of wages, duties, discipline and overall command and control. They shall, in no way, be treated as employees of the University.
11. That the Party of the Second Part and its members will maintain complete secrecy regarding the entire arrangements and will not divulge any information obtained during the course of operation of this agreement. They shall be liable to surrender all records, documents, drawing, maps, information relating to the Party of the First Part to which member of

Party of Second Part may come across or acquired during the continuance of this agreement or otherwise. Party of Second Part will also ensure full secrecy even after the termination of this Agreement.

12. That the Party of the First Part in consideration of providing services has agreed to pay per month a consolidated consideration amount as per minimum wages notified by the Govt. of NCT of Delhi to the Party of Second Part (*the amount may vary from time to time as per rules governed by the Govt. of NCT of Delhi*). The party of the Second Part shall be solely, exclusively and alone responsible for timely payments of wages/remuneration, EPF & ESI contributions of the employer share, relief charges etc. in lieu of weekly off, including GST and all other obligatory dues benefits admissible under any law for the time being in force or which may come in force during currency of the contract, to the outsourced manpower deployed rendering the general services to the Party of the First Part. The details of the consideration as mutually agreed upon by both the parties are as per Appendix for the payments. **The JMI (University) is not liable to make any payment of bonus to the outsourced manpower as it is the sole liability of the Contractor, as per law.**

S. No.	Category	No. of Persons
1	Unskilled Category	308
2	Semi-Skilled Category	191
3	Skilled Category	68
4	Graduate and above Category	180
5	Matriculate but not Graduate	03
	Total:	750

Category No.4 is meant for clerical and supervisory category.

Note: *In view of the revision of requirements/retrenchments of the manpower in the University campus may vary from time to time.*

13. That for effecting the said services, if it is necessitated to further strengthen the number of personnel in exigencies of the situations, the enhancement shall be based on mutual decision between the Party of the First Part and the Party of the Second Part. Similarly, in case of any decrease in strength of personnel, Party of First Part will intimate Party of Second Part well in advance.
14. That the monthly consolidated bills relating to aforesaid services shall be submitted by the Party of the Second Part by 28th of each month with copy of Chalan of EPF and ESI contribution of previous month to the Party of the First Part along with the list of personnel deployed by the Party of the Second Part on the campus of the Party of the First Part indicating their names, EPF and ESI numbers and amount of individual contribution deposited by the Party of the Second Part before the concerned authority with proof including GST. The Party of the Second Part shall complete payments/disburse wages of all its personnel by 2nd & 3rd day of every month but not later than 5th of each month through Bank A/Cs of each outsourced persons.

The Party of the Second Part shall provide/submit the following documents of every month

at the earliest to the Finance & Accounts Office to enable for claiming the ages/remuneration the following month:-

A copy of Separate E-Challan & Bank Receipt of EPF/ESI of previous month deposited by the Party of Second Part;

- (i) A copy of the Separate E-Challan & Bank Receipt of GST of Previous month deposited by the Party of Second Part;
- (ii) A copy of Separate E-Challan of ESIC contribution & Bank Receipt statements of previous month along with the list of personnel deployed indicating their names, EPF & ESIC numbers and amount of individual contribution and share of Party of Second Part, deposited by the Party of Second Part;
- (iii) Details of payment made to the manpower with their Bank details;
- (iv) A statement showing bill-wise amount of EPF, GST and ESI charged in your bills by the Party of Second Part during previous month.

- 15. The Party of the First Part shall not be responsible for any compensation, which may be required to be paid to be outsourced persons of the Party of the Second part consequent upon any injury/mishap. It shall be the sole responsibility of Party of the Second Part.
- 16. The Party of Second Part will responsible to recover T.D.S. from monthly payment made to individuals, as per the rules.
- 17. That the Party of the Second Part shall comply with all the provisions of applicable and notified labour laws and/or any other acts for which such personnel are subjected to and shall keep the Party of the First Part indemnified from all such acts, omissions, faults, breaches and any claim, payments, loss, demands, injury and expenses etc in connection with such personnel deployed for effective discharge of its agreed obligations by it in the campus of the Party of First Part. In case the Party of the Second Part fails to fulfill any of the obligations, the Party of the First Part shall initiate to withhold the monthly bills of the Party of the Second Part or any amount due to the Party of the Second Part including the Bank Guaranteed deposited by the Party of the Second Part with the Party of the First Part.
- 18. The Party of the Second Part shall provide at its own cost all uniform, identity card, identity badge, and other gears to its personnel employed for effective discharge of duties on the Campus of the Party of the First Part and shall be responsible for their proper maintenance.
- 19. That the Personnel employed by the Party of Second Part shall be of good moral character, agile and sound health.
- 20. That the personnel provided by the Party of the Second Part in terms of this agreement shall at all times and for all purpose be deemed to be the employees of the Party of the Second Part. The employees of Party of Second Part will have no claim whatsoever to any employment or preference in employment, regularization, absorption, selection to appointment, continuity in services with the Party of First Part.
- 21. That the Party of the Second Part will ensure that all its members deployed in the premises

of the University are duly vetted by the police authorities and appropriate authorities in so far as their character antecedents are concerned. The Party of Second Part shall provide a list of particulars of all such members in the following format along with three identical size photographs. An updated list of outsourced persons employed in the Campus will be intimated to the Party of the First Part by Party of the Second Part in the first week of each quarter i.e. January, April, July and October:

- a. Full Name
- b. Father's Name
- c. Designation
- d. Educational Qualification
- e. Detail of Training/Experience
- f. Permanent Address
- g. Local Address
- h. Number of years of service with the Agency

22. That the Party of Second Part shall make their own arrangements of transportation, if required by its member to report for duty or while going off duty.
23. That the Party of the Second Part shall be responsible for any loss/theft/pilferage or damages to the properties of the Party of the First Part caused due to negligence and/or laxity of its personnel and will pay/compensate or allow the amount of loss sustained by the Party of the First Part to be deducted from any amount found due to the Party of the Second Part including its Bank Guarantee Deposit.

CLAUSES OF CONTRACT

1. Modus Operandi for Providing Required Services

- 1.1 Whenever a need for the services of personnel of any one or more of the specified categories arises in any part of University, the Registrar, JMI will, in writing, place a requisition with the firm/ contractor to provide specific number of Personnel of specified categories on short notice for meeting short term requirement.
- 1.2 On receipt of a written requisition for providing service by personnel in one or more categories from the Registrar, the firm/contractor will arrange to provide to concerned Deptt./Office, sufficient numbers of personnel fulfilling the minimum qualification prescribed here in for the categories in which the requisition has been placed, for interview/ test at the discretion of the Registrar, within 10 days of the receipt of requisition for satisfying himself as to suitability of the personnel to provide requisitioned service(s) and selection of those found suitable for providing such service(s) in the University to meet the short term requirement. In case none of those interviewed is found to meet the minimum prescribed qualification or is otherwise found unsuitable for the duty involved, the Registrar will intimate the firm/contractor accordingly and the firm/contractor will be bound to recommend more persons for interview/test as aforesaid within a period of 07 days from receipt of such written intimation.
- 1.3 In case proper and suitable candidates for providing requisitioned service are not found to be available out of the second lot of persons recommended by the firm/contractor also, it will be taken that the firm/contractor is unable to provide the requisitioned service and it will be treated as a default of agreement condition liable to penal action as specified hereinafter. The decision of the Registrar, JMI in this respect will be final and binding.

- 1.4 A list containing names of selected candidates, if any, for providing the requisitioned service will be forwarded to the firm/contractor by the Registrar/concerned office, and the firm/contractor will ensure that the requisitioned service commences in the University within 02 days (or such longer duration as may be prescribed by the Registrar of receiving such written intimation, failing which, it will be treated as a default on the part of the firm/contractor liable for penal action as specified herein latter.

2. Identity and Character of Deputed Personnel

- 2.0 The firm/contractor will arrange to provide at its/his own cost and format a photo identity card (duly Serial numbered and laminated) to every member of his work force deputed for providing requisitioned service in the University. Such card should contain the name, date of birth, permanent, and temporary address and category of service for which deputed along with a recent photograph. The photo identity card should be countersigned by the Asstt. Registrar (Admn).
- 2.1 The firm/contractor must ensure that any person deputed for providing service in the University should bear a good moral character. In case any such person is found to indulge in an unlawful or/and in-disciplinary activity at any time inside or outside the University, the firm/contractor shall forthwith withdraw him/her from the University on intimation by the Registrar whose decision in the matter shall be final and binding.
- 2.2 The firm/contractor will be responsible to make good any damage caused by its/his personnel to the University property or to any one of the University employees or their properties. In case of a default in this respect the University will be at liberty to make good the damage at the risk and cost of the firm/contractor and recover the cost of such making good from dues/deposit of the firm/contractor.

3. Withdrawal of unsatisfactory performers:

- 3.0 If at any time such person(s) is (are) found to be unsatisfactory in performance or regularity or otherwise, the firm/contractor will arrange to withdraw him/them within two days after the date of written intimation to this effect from the Registrar and no payment will be made for the service being rendered by such person(s) after such date or actual day of withdrawal of such person(s) whichever is earlier.

4. Compliance with Labour Laws & Rules:

- 4.0 The firm/contractor will strictly abide by all labour laws and other statutory rules and regulations framed by Gov. of India/Govt. of NCT of Delhi from time to time. No person deputed for work of any category in the University by the firm/contractor shall, under any circumstances, be paid less than the minimum wage prescribed for the category by the Govt. of NCT of Delhi and the wage paid should invariably include DA as notified from time to time by the said Government.
- 4.1 The firm/contractor shall make arrangements to pay the wages to the workers, on a previously notified date every month through Bank A/Cs of each outsource persons.

- 42 The firm/contractor will also ensure payment of his share along with outsource persons share, if any, as per relevant laws/rules in respect of PF/ESI contribution to the appropriate authorities authorized by the Government for the purpose. A statement showing the details of such contributions in respect of outsourced persons should be submitted by the firm/contractor to the Accounts Officer (Payments) by 28th day of every month. Any default in this respect shall be considered as a breach of contract and shall attract penal action as detailed here in latter.
- 43 Following is partial list of laws which the firm/contractor must abide by in full wherever applicable apart from other laws and rules made under these from time to time by the Government that may be/become applicable during the currency of this contract:-
- (i) Payment of Wages Act 1936
 - (ii) Minimum Wages Act 1948
 - (iii) Employees Provident Fund and Miscellaneous Provision Act, 1952
 - (iv) ESI Act, 1948
 - (v) Contract Labour (Regulation Abolition) Act, 1970
 - (vi) Employer's Liabilities Act, 1938
5. **University to be indemnified by the Firm/Contractor:**

It is a term of this contract that the University is fully indemnified against all liabilities arising due to non-compliance or delay in compliance with any statutory obligations in respect of personnel deputed to provide service in any category in the University by the firm/contractor.

6. **When contract can be Determined:**

Subject to other provisions contained in this clause the Registrar may, without prejudice to his any other rights or remedy against the firm/contractor in respect of any delay, inferior service, any non-compliance of laws and/or rules in respect of the personnel deputed in the University for providing any category of service, any claims for damages and/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice, in writing, absolutely determine the contract in any of the following cases:-

- i. if the firm/contractor having been given by the Registrar a notice in writing to rectify, replace any defective service or personnel performing in an inefficient or otherwise improper manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. if the firm/contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii. if the firm/contractor has, without reasonable cause, suspended the provision of service or has failed to proceed with the work, with due diligence so that in the opinion of the Registrar (which shall be final and binding) he will be unable to provide the requisitioned service and continues to do so after a notice in writing of seven days from the Registrar.

- iv. if the firm/contractor fails to provide the requisitioned service within the stipulated period specified in a notice given in writing in that behalf by the Registrar.
- v. if the firm/contractor persistently neglects to carry out his obligations under the contract and/or commits default of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 07 days after a notice in writing is given to him in that behalf by Registrar.

When the firm/contractor had made himself liable for action under any of the aforesaid, the Registrar shall have powers: -

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the firm/contractor under the hand of the Registrar, JMI shall be conclusive evidence). Upon such determination or rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the University. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.
- b) To employ workmen paid by the University to carry out the requisitioned service or any part thereof debiting the firm/contractor with the cost of the same (of the amount of which cost and price certified by the Registrar shall be final and conclusive) against the firm/contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the firm/contractor under the terms of his contract. The certificate of the Registrar as to the value of the work done shall be final and conclusive against the firm/contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the firm/contractor. Provided also that if the expenses incurred by the University are less than the amount payable to the firm/contractor at agreement rates, the difference shall not be paid to the firm/contractor.
- c) After giving notice to the firm/contractor to work out the extent of service provided and to take such whole, or the balance or part thereof as shall be unexecuted and to give it to another firm/contractor to complete in which case all expenses which may be incurred in excess of the sum which would have been paid to the original firm/contractor if the whole service had been executed by him (the amount of which excess the certificate in writing of the Registrar shall be final and conclusive) shall be borne and paid by the original firm/contractor and may be deducted from any money due to him by University under the contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be, if the expenses incurred by the University are less than the amount payable to the firm/contractor at his agreement rates, the difference shall not be paid to the contractor.

7. Firm/Contractor liable to pay compensation even if action not taken under the Tender Document.

In any case in which any of the powers conferred upon the Registrar *by the Tender document thereof*, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the firm/contractor and the liability of the firm/contractor for compensation shall remain unaffected.

8. Time allowed and extension thereof

- a) The time allowed for various activities as specified in the Tender Document and elsewhere herein or the extended time in accordance with these conditions shall be the essence of contract. If the firm/contractor commits default in execution of any activity as aforesaid, University shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the firm/contractor's Security money and/or security deposit absolutely.
- b) Request for extension of time, to be eligible for consideration, shall be made by the firm/contractor in writing within two days of the happening of the event causing delay on the prescribed form. The firm/contractor may also, if practicable, indicate in such request the period for which extension is desired.
- c) In any such case the Registrar may give a fair and reasonable extension of time. Such extension shall be communicated to the firm/contractor. No application by the firm/contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Registrar and this shall be binding on the firm/contractor.

9. Payment to the firm/contractor for services provided.

9.1 Payment against monthly bill presented by the firm/contractor in respect of the services provided during the previous month will be made to the firm/contractor.
The monthly bills must invariably be accompanied with-

- (i) full details of service of various category provided during the previous month.
- (ii) the certificate of payment to the firm/contractor's employees deputed in the University official appointed by the Registrar as prescribed in the Tender Document.
- (iii) a statement detailing the amounts in respect of each, deposited with PF and ESI authorities by the firm/contractor as prescribed in the Tender Document, and

10. Deduction from monthly rate for absence or non-performance:

Where service of any category has been provided for less than the actual number of working days in a month, payment due for the service for that month will be worked out by multiplying the monthly rate for that service by a factor obtained by dividing the actual number of working days for which service was provided by the actual total number of working days in that month.

11. Cancellation of the contract in full or part:

If the firm/contractor: -

- (i) at any time makes default in proceeding with providing the services requisitioned or any part thereof with the due diligence and continues to do so after a notice in writing of 7 days from the Registrar; or
- (ii) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 07 (Seven) days after a notice in writing is given to him in that behalf by the Registrar; or
- (iii) fails to complete the providing of requisitioned service within the time frame specified in the contract, and does not do so within the period specified in a notice given in writing in that

behalf by the Registrar;or

- (iv) shall offer or give or agree to give to any person in University service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relating to the obtaining or execution of this or any other contract for University;or
- (v) shall enter into a contract with University in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Registrar or Vice-Chancellor of the University;or
- (vi) shall obtain a contract with the University as a result of wrong tendering or other non-bonafide methods of competitive tendering;or
- (vii) being an individual or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force make any conveyance or assignment or his effects or composition or arrangement for the benefit of his creditors or purport so to do, if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors;or
- (viii) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager;or
- (ix) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days;or
- (x) assigns, transfers, sublets (engagement of labour on a piece-work) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire or any portion of the requisitioned service without the prior written approval of the Vice-Chancellor of the University.

The University may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter, by a notice in writing, cancel the contract as a whole or part of the Contract. The Registrar shall, on such cancellation, have powers to carry out the incomplete requisitioned service by any means at the risk and cost of the firm/contractor.

12. Ensuring Payment and Amenities to Workers if Contractor fails:

In every case in which by virtue of the provision of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules 1971, University would be obliged to pay stipulated amounts of wages to a workman employed by the firm/contractor in providing the requisitioned service or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules framed by Government from time to time for the protection of health of workers employed by the firm/contractor, University will recover from the firm/contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the University under sub-section (2) of section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, University shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the firm/contractor whether under this

contract or otherwise University shall not be bound to contest any claim made against it under sub section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the firm/contractor *and upon his giving to the University full general services for all costs for which university might become liable in contesting such claim.*

13. Labour Laws to be complied by the Contractor:

The contractor shall obtain a valid license under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of providing any service in the University under this contract the work and continue to have a valid license until the end of stipulated or extended period of the contract. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-provisioning of the requisitioned services in the University.

14. No Subletting:

The contract shall not be assigned or sublet without the written approval of the Registrar and if the firm/contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly interested in contract, the Vice-Chancellor shall have power to adopt any of the courses specified in the Tender Document as he may deem best suited to the interest of University and in the event of any of these courses being adopted the consequences specified the terms and conditions laid down in the said Tender Document.

15. Change in Firm/Contractor's Constitution:

Where the firm/contractor is a partnership firm, the previous approval in writing of the Registrar shall be obtained before any change is made in the constitution of the firm. Where the firm/contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the firm/contractor enters into any partnership agreement where under the partnership agreement where under the partnership firm would have the right to carry out the requisitioned service hereby undertaken by the firm/contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention hereof and the action may be taken, and the consequences shall ensure as provided in the Tender Document.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN PRESENCE OF WITNESSES ON THISDAYOF.....,2021.

SIGNED AND DELIVERED BY THE **REGISTRAR**, JAMIA MILLIA ISLAMIA FOR AND ON BEHALF OF THE JAMIA MILLIA ISLAMIA, NEW DELHI.

IN THE PRESENCE OF WITNESSES

Signature

SIGNED AND DELIVERED BY Mr. FOR AND ON BEHALF OF M/S
.....

Signature

IN THE PRESENCE OF WITNESSES

WITNESSES

- 1.
- 2.

APPENDIX- 9

PERFORMA OF PERFORMANCE SECURITYBOND

1. In consideration of REGISTRAR, JMI, NEW DELHI(hereinafter called REGISTRAR, JMI, NEW DELHI) having agreed to exempt ____ (hereinafter called the said approved tenderer(s) from the demand of security deposit/Security money of Rs. ____ on production of Bank Guarantee for Rs. ____ for the due fulfilment by the said approved tenderer of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as “the bank”) at the request of _____ approved tenderer’s do hereby undertake to pay to REGISTRAR JMI NEW DELHI, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by REGISTRAR , JMI, NEW DELHI, by reason of any breach by the said tenderer’s of any terms & conditions contained in the said agreement.
2. We (name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the REGISTRAR , JMI, NEW DELHI stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the REGISTRAR , JMI, NEW DELHI, reason of breach by the said approved tenderer’s of any of the terms & conditions contained in the said agreement or by reason of the approved tenderers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the REGISTRAR, JMI, NEW DELHI, in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ____.
3. We undertake to pay to the REGISTRAR, JMI, NEW DELHI, any money so demanded notwithstanding any disputes raised by the approved tenderer(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the approved tenderer(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of 15 months from date herein. Notwithstanding the aforesaid, this bank Guarantee shall be for a sum of not exceeding Rs. ____ and for a period of 15 months from the date of issue i.e. We are liable to pay the guaranteed amount or part thereof under this bank guarantee if we are served upon written claim or demand on or before and thereafter bank will not be liable for any claim or demand whatsoever.
5. We (name of the bank) _____ further agree with the REGISTRAR , JMI, NEW DELHI that the REGISTRAR , JMI, NEW DELHI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance

by the said approved tenderer(s) from time to time or to postpone for any time to time any of the powers exercisable by REGISTRAR , JMI, NEW DELHI, against the said approved tenderer(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation,orextension being granted to the said approved tenderer(s) or for any forbearance, and or any omission on the part of REGISTRAR , JMI, NEW DELHI, or any indulgence by the REGISTRAR , JMI, NEW DELHI, to the said approved tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the approvedtenderer(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by REGISTRAR, JMI, NEWDELHI.

Dated:_____

For_____

(Indicating the name of the Bank)

N.B.This guarantee should be issued on non-judicial stamp of Rs.100/-

Annexure – X

BID SECURING DECLARATION

I, _____ S/o _____, R/o _____, Aadhar No. _____, Proprietor/Partner/Director of _____ do hereby solemnly and sincerely declare as under:

1. That I/we are bidding for the tender no. in Jamia Millia Islamia.
2. That if we withdraw or modify our Bids during the period of validity, or if the contract is awarded to us and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the Jamia Millia Islamia.

Name

Signature

Address

Mobile Number

Aadhar Number

Company/Partnership/Proprietorship Name with seal

APPENDIX-10: CHECK LIST FOR BIDDERS

S.NO.	Documents	Enclosure status
1	Whether all the Pages including tender document are stamped and signed & properly tagged with all documents?	
2	Whether Bid Form is filled up? (Appendix-3)	
3	Whether Bidder's Profile is filled up? (Appendix-4)	
4	Self attested copy of firm/company registration certificate and associated documents.	
5	Self Attested copy of Last three years Income Tax return.	
6	Self Attested copy of PAN/TAN/GST.	
7	Self Attested copy of Service Tax certificate.	
8	Self Attested copy of EPF/ESI certificate.	
9	Self Attested copy of Experience certificate (as mentioned below in serial no.13)	
10	Declaration regarding no near relative working in JMI	
11	Declaration about Blacklisted/Non-Blacklisted company	
12	All agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs. Twenty Crores during the last three financial years in the books of accounts.	
13	The bidder should have three similar completed works costing not less than Rs 01crore each or two similar completed works costing not less than the amount equal to Rs.02 crores each or one similar completed work costing not less than the amount equal to Rs. 05.00 crores.	
14	The registered office or one of the Branch offices of the manpower company/firm should be located in New Delhi or NCR.	
15	Self-Attested copy of Partnership Deed or affidavit in original regarding sole proprietorship in case of proprietorship firm/ Memorandum of Association / Articles as applicable.	
16	Authorization letter from appropriate authority of the firm/company in case person other than the tenderer has signed the tender documents.	
17	Must Upload all annexures and appendices dully filled up	
18	Must Upload all declarations which required to be fill	

** When ESI/EPF are mandated by Labour Department of Govt. of NCT of Delhi, the contractor shall register, contribute as applicable and all the documentary proofs in this regard shall be submitted to this office.*

**JAMIA MILLIA ISLAMIA
JAMIA NAGAR, NEW DELHI-110025**

PART-II

FINANCIAL BID DOCUMENT

FOR

**Outsourcing of General Services in JamiaMilliaIslamia
New Delhi-110025**

TenderNo.GS-01/ADMN/RO/JMI/2021 - II

Dated:___/___/___

Note: -

1. Service charge may be quoted in percentage as well as in figures for all categories as mentioned in Tender Document is mandatory.
2. The rates quoted by the tendering agency should be inclusive of all statutory and taxation liabilities in force at the time of entering into the contract.
3. If any firm quotes “Nil” charges, the bid shall be treated as unresponsive and will not be considered. Service charges quoted should be adequate to meet statutory deductions towards TDS and such other levies laid by Government from time to time.
4. Conditional bid shall not be considered and will be rejected outrightly.
5. **L-1 Bidder** will be decided based on the **lowest rate of service charges** payable for all categories outsourcing manpower.
6. No quotation (leaving blank) for any item is **NOT** permitted in the financial bid form; in such cases the bid will be treated as non-responsive and will be summarily rejected.
7. Percentage service charges quoted in the bid will remain applicable for complete contract period and the extension thereof if any irrespective of revision of Minimum Wages by Government of NCT of Delhi.
8. As & when Minimum wages is enhanced by the Government, the enhanced revised wages is to be paid by the Contractor to the Manpower as per Minimum Wages Act of Labour Department.
9. The payment shall be made on conclusion of the calendar month only on the basis of duties performance by each manpower during the month.
10. If service charge quoted by two or more bidders are same then the bidder having higher financial turnover in the manpower supply will be preferred.

FINANCIAL BID

TenderNo.GS-01/ADMN/RO/JMI/2021- II

Dated: ____/____/____

For providing General Services to the JamiaMilliaIslamia, New Delhi.

1. Name of tendering Company/Firm:
2. Service Charges: - The Tenderer shall be required to download BOQ_HK_AN.xls sheet from cover-2 of this tender from government portal and quote only service charges in figures and the same is to be uploaded.
3. Financial Bid must be quoted in Indian Rupees (INR) only.

Below is the format of the financial bid.

ANNEXURE-‘A’

S. No.	Category	Minimum Wages (26 days) (8 hrs.)	EPF (as per govt. of GNCT norms)	ESI (as per govt. of GNCT norms)	Wages per month	Total Wages per month	Service Charges / Agency Charges in%	GST (as per prescribed rates)	Bonus	Grand Total Wages per month
1	Unskilled									
2	Semi-Skilled									
3	Skilled									
4	Graduate and above									
5	Matriculate but not Graduate									

Signature of the Tender with seal