

**NOTICE INVITING TENDER
FOR
HIRING OF MANPOWER SERVICES**

AT

JAMIA HAMDARD



**JAMIA HAMDARD
(DEEMED TO BE UNIVERSITY)
HAMDARD NAGAR, NEW DELHI-110062
Website:jamiahamdard.edu**

Phone: 011-26059688(12 Lines)

1.	Estimated Cost/ Value of Tender/Contract	Rs. 3.0 Crore per year Approx.
2.	Tender Fee	Rs. 10,000/-
3.	EMD	Rs. 5,00,000/-
4.	Last Date & Time for submission of Bids	28/02/2021 by 3.00 PM
5.	Opening Date & Time for Technical Bids	28/02/2021 by 3.30 PM
6.	Opening Date & Time for Financial Bids	To be notified to the bidders qualified in Technical Bids.

Ref. No. JH/OS/2021

Total No(s) of pages: 24 including 01 (One) blank.

NOTICE INVITING TENDER FOR HIRING OF MANPOWER SERVICES

Jamia Hamdard (Deemed to be University), New Delhi invites tenders from the registered Manpower Service Providers and financially sound and reputed Agency based in Delhi/NCR for providing manpower services to the Institute in the following categories:

- i) Unskilled
- ii) Semi-Skilled/ Non-Matriculates
- iii) Skilled/Matriculates but not Graduate
- iv) Graduate & above Category

The actual requirement of manpower may vary from time to time and therefore, number of manpower is not mentioned against each category of manpower.

Interested bidders may submit their bids as per the terms and conditions of the tender document. Bidders are requested to follow the instructions carefully given in the Notice Inviting Tender.

The agency/bidder may contact Assistant Registrar (Establishment & Incharge Outsourcing), Room No. 11, Admn. Block, Jamia Hamdard, New Delhi-110062 Phone No. 011-26059688, Extn-5306 on any working day between 10.00 a.m. to 4.00 p.m. for clarification(s), if any.

Any corrigendum/addendum regarding this tender will be available on the Jamia Hamdard website only.

**REGISTRAR
JAMIA HAMDARD**

Ref. No. JH/OS/2021

1. ELIGIBILITY AND SELECTION CRITERIA:

(A) Eligibility Criteria:

The intending bidder should satisfy the following criteria: -

1. Should have minimum annual average turnover of Rs. 7.0 Crores during the last preceding three financial years ending 31st March, 2020. Documentary evidence duly certified by a practicing Chartered Accountant (CA) must be attached.

2. Should have executed (03) Three similar works costing not less than Rs. 1.5 (One) Crore.

OR

Two similar works costing not less than Rs. 2.0 Crores.

OR

One similar work costing not less than Rs. 3.0 Crores in Central Govt./State Govt. Department/University/PSU/MNC/Bank/Hospital/Hotels etc.

The work order will be taken into consideration during the last three years upto 31st December-2020.

Certificate issued by Clients must be attached indicating the cost of work order and the period including time of completion. (Annexure-V). Copy of work orders and Copy of agreement etc. shall not be attached.

3. Should have minimum (03) three years of experience in similar work.

Certificate issued by client(s) must be attached indicating the period of work. Copy of work orders and Copy of agreement etc. shall not be attached.

4. Should have minimum average strength of 200 Staff on rolls of the agency in last three consecutive years i.e. upto 31st December-2020.

Document duly certified by Chartered Accountant to this effect must be attached for the last three consecutive years.

Copy of Monthly Contribution Challan of EPF shall also be attached in the support.

5. Should have a minimum Solvency of Rs.1.0 (One) Crore, issued by Nationalized Bank in the name of Jamia Hamdard. (**Annexure-IV**). Solvency certificate shall be issued on or after the date of publishing of NIT).

The bids which do not meet the above specified eligibility criteria and documents not submitted in conformity to the above shall be summarily rejected.

Note:

- The Jamia Hamdard reserves the right to restrict the number of firms for opening of financial bids, i.e. it may decide to open the financial bids of lesser than eligible bidder(s).
- **Similar work means, specific work of Manpower Services.**

(B) Evaluation Criteria for Technical Bids:

a) Those bidders who fulfill the initial eligibility criteria as mentioned in **1(A)** above shall be evaluated on the basis on technical bids (**Annexure-II**).

b) Scoring of marks will be based on annual turnover, manpower on roll, experience of running manpower services, volume of work performed in preceding years, turnover, and other pre-qualification criterion prescribed in the terms and conditions of the tender, and in case the Financial Bids of more than one Agency is same, then the work will be awarded to the Agency which gets the higher marks, as per details as under:-

CRITERIA OF SCORING			
S.No.	Particulars	Marks to be given	Max. Marks
1.	Number of years of experience in the field of provision of Manpower Services upto 31st December-2020	-	25 Marks
(i)	Upto 03 Years	10 Marks	
(ii)	Above 03-05 Years	15 Marks	
(iii)	Above 05-10 Years	20 Marks	
(iv)	Above 10 Years	25 Marks	
2.	Total Average Annual Turnover in the Business of providing Manpower Services upto 31st March- 2020	-	25 Marks
(i)	Upto 07 Crore	15 Marks	
(ii)	Above 07-15 Crore	20 Marks	
(iii)	Above 15 Crore	25 Marks	
3.	Total number of Staff on Roll of the Agency/Firm	-	20 Marks
(i)	Upto 200	10 Marks	
(ii)	201-500	15 Marks	
(iii)	Above 500	20 Marks	
4.	Total Value/Cost of Numbers of similar nature of works completed satisfactorily in last three years	-	20 Marks
(i)	Upto 05 Crores	10 Marks	
(ii)	Above 05 -07 Crores	15 Marks	
(iii)	Above 07 Crores	20 Marks	
5.	Value of Solvency Certificate		10 Marks
(i)	Upto 01 Crore	05 Marks	
(ii)	Above 01 Crore	10 Marks	

(C) Financial Bid Evaluation:-

(a)The work will be awarded to the **L-1 Agency**. In case the financial bid of more than one Agency is same, then the work will be awarded to the agency which gets the higher marks in Technical Evaluation Criteria as mentioned in **1(B)(b)**.

(b) The Jamia Hamdard will open the 'Financial Bids' of technically qualified bidders at notified time, date and place in the presence of the qualified bidders or their representatives.

(c) If a Firm quotes NIL charges/consideration, the bid should be treated as unresponsive and will not be considered.

2. SCOPE OF WORK:

1. Agency shall provide manpower under different category for general services in Jamia Hamdard.
2. The services of personnel of any one or more of the specified categories arises in any part of Jamia Hamdard, the Registrar 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.
3. On receipt of a written requisition for providing service by personnel in one or more categories from the Registrar, the Agency will arrange to provide to concerned Deptt./Office, sufficient numbers of personnel fulfilling the minimum qualification prescribed for the categories in which the requisition has been placed, for interview/test at the sole discretion of the Registrar, within 05 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 minimum prescribed qualification or is otherwise found un-suitable for the duty involved, the Registrar will intimate the Agency 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.
4. 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 Agency also, it will be taken that the Agency is unable to provide the requisitioned service and it will be treated as a default of agreement condition liable to penal action as specified herein later. The decision of the Registrar, Jamia Hamdard in this respect will be final and binding.
5. A list containing names of selected candidates, if any, for providing the requisitioned service will be forwarded to the Agency by the Registrar / concerned Officer, and the Agency 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.

3. TERMS AND CONDITIONS OF THE CONTRACT:

1. The contract shall be for a period of one-year subject to extension of another period as decided by the competent authority of Jamia Hamdard on condition of excellent services

2. Jamia Hamdard reserves the right to reject the tenders not conforming to the prescribed requirements and non-submission of required documents/ copies. No correspondence thereof shall be entertained whatsoever.
3. The tender form should be clearly filled in ink legibly or typed clearly with **NO OVERWRITING**. The bidder should quote the rates & amount tendered by him in figures as well as words. Alterations unless legibly attested by bidder shall disqualify the tender. Every page of the tender form should be signed by the bidder himself along with his official seal.
4. The quoted rates should be inclusive of all taxes and in accordance with the provisions of Minimum Wages Act, Labour Laws and other standard provisions etc. Additionally, it is reiterated that any hike in minimum wages shall be adopted accordingly during the contract period.
5. The earnest money is liable to be forfeited, if the bidder withdraws or amends or derogates from the tender in any respect within the period of validity of the tender. The earnest money can be adjusted against the security money. No interest shall be paid on earnest and security money deposit.
6. Every amount to be paid to the contractor shall be subject to the deduction of tax at source and other taxes as applicable from time to time by the Govt. of India.
7. The Competent Authority of Jamia Hamdard reserves the right to accept or reject any tender without assigning any reason whatsoever.
8. The performance of those agencies who have served in the past/ still serving Jamia Hamdard will be considered while awarding the contract. The tender of those agencies whose performance has not been satisfactory may not be considered even if they qualify.
9. The Bidders, while submitting the tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written shall be entertained in respect of acceptance or rejection of the tender.
10. The contractor shall comply with all the legal requirements and for obtaining license under Contract Labour (R & A) Act. The age of the workers (male & female) shall not be less than 18 years.
11. The Contractor shall obtain Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act 1948. The Contractor shall also arrange necessary insurance cover for persons deployed even for short duration. This office shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability falling on this office, same shall be reimbursed/ indemnified by the Contractor.
12. The agency staff shall be available at all working hours/days as per their duty roster and they shall not leave their place of duty, failing which the salary of the worker shall be deducted from the bill of the contractor and also the salary of the worker shall be deducted if the assigned work is found incomplete or not executed in proper manner. The decision of the competent authority of Jamia Hamdard shall be final and binding on the part of the contractor.

13. The contractor shall make provision of Bio-metric attendance (at his own costs) of all its workers twice in a day (beginning & end of the shift) and the same will be submitted daily to the Officer Incharge, Outsourcing.
14. The agency shall be responsible for immediate replacement of any worker who is not available on duty or at the place of posting and such other additional staff as may be required from time to time for additional area for which prior information have been given.
15. The agency staff shall work under the direct supervision and overall administration of the contractor. The contractor shall work under the direction of the Officer Incharge as deputed by the competent authority of Jamia Hamdard in order to ensure smooth functioning.
16. The agency shall be fully and solely responsible to provide all the benefits of Minimum Wages of Govt. of Delhi i.e. EPF, ESI etc. to all its workers deployed and Jamia Hamdard shall not be responsible for any act of omission and commission in any manner whatsoever. Any violations on part of the contractor in this regard may lead to the termination of the contract and Jamia Hamdard be completely indemnified by the contractor at the costs and risks of the latter.
17. The Competent Authority of Jamia Hamdard shall have the right to ask the contractor /agency to remove any such person or persons, who is not found to be competent and orderly in the discharge of his duty.
18. The agency staff shall carry out such other duties as instructed to them from time to time by the Competent Authority of Jamia Hamdard or his authorized representative.
19. The agency shall not engage any sub-contractor or transfer the contract to any person in any manner, if found subletting in any manner, the contract will stand cancelled immediately without any prior notice and Jamia Hamdard shall reserves its rights to take the appropriate action as deemed proper.
20. Contractor shall provide the 2(two) sets of uniform each for summer and winter to his worker(s) as prescribed by the Jamia Hamdard for both male and female worker(s) while on duty from out of his service charges.

4. OTHER GENERAL TERMS & CONDITIONS OF THE TENDER:

1. Tenders not confirming the prescribed minimum eligibility & requirements and non-submission of required documents/copies will be rejected and no correspondence thereof shall be entertained whatsoever.
2. The tender form should be clearly filled in ink legibly or typed. The bidder should quote the rates & amount tendered by him/them in figure & as well as in words. The bidder should take care that rate and amount should be written in such a way that there is no ambiguity in it and the easy interpretation is possible. Alternatives unless legibly attested by the bidder, shall disqualify the tender. The tender form should be signed by the bidder himself/herself.
3. The Bidder with seal of agency/firm should sign every paper of the tender as a confirmation and acceptance of the terms & conditions mentioned on each paper.

4. No column should be left blank, which would be otherwise, made the bidder liable to be rejection.
5. The preference will be given to those agencies that have minimum 03 years of experience of providing manpower staff in University, College & Educational Institutes.
6. Every amount paid to the contractor shall be subject to the deduction of tax at source and other taxes as applicable from time to time by Govt. of India.
7. The Bidder while submitting a tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of rejection of the tender.
8. The deployed staff shall work under supervision, direction, and overall administration of the contractor, who will be subsequently responsible/assumable to the Jamia Hamdard.
9. The agency/contractor should not have defaulted in payment of statutory dues like EPF/ESI/ Service Tax and Income Tax etc.
10. The contractor shall have to produce documentary proof i.e. Voter Card, Aadhar Card etc. in support of identity of the person deployed at Jamia Hamdard. The contractor shall also provide Police Verification of each and every person deployed in Jamia Hamdard. A list of all workers engaged by him/her shall be submitted to the Officer Incharge Outsourcing of the Jamia Hamdard.
11. Tender must be unconditional.
12. The Jamia Hamdard shall have the right to ask the contractor to remove any such person from the Jamia Hamdard, who found not competent and orderly in discharge of the works assigned to her/him.
13. The person deployed by the contractor to perform duty shall wear proper uniforms as prescribed/ desired by Jamia Hamdard, in clean & tidy conditions, and Identify card for which Jamia Hamdard shall not pay any extra amount. The contractor shall ensure that their personnel wear the uniform & identity card all times while on duty, failing which a fine of Rs. 200/- person per day shall be deducted from the monthly bill of the contractor.
14. The contractor at his own costs shall maintain appropriate records in reference to deployment of staff, salary payment of ESI & PF etc. and submit a copy along with monthly bill.
15. The contractor must insure that the workers supplied by them are working properly at assigned place as the payment shall be made on the recommendation of head of the department.
16. The contractor shall be responsible for any loss/theft / pilferage of damages to the properties belonging to Jamia Hamdard, caused by their employees/staff negligence and will pay / compensate to Jamia Hamdard or allow the amount of loss sustained by the Jamia Hamdard, to be deducted from any such amount found due to the contractor. The responsibility for any such theft or loss or

damages/pilferage shall have to be decided on the finding of the inquiry committee, to be constituted for this purpose by the Jamia Hamdard. If considered necessary, Jamia Hamdard will also be free to take up the matter with the police for proper investigations / action and recovery of such losses due to such theft / pilferage, damages etc., as per the legal remedies available to it.

17. The contractor, shall at their own costs, employ/deploy staff to render aforesaid services to Jamia Hamdard and the contractor shall be solely responsible for timely payment of their wages/salaries, remuneration and other obligatory dues / benefits under any law for the time being in force, or which may come enforce, during currency of contract. The contractor shall comply the all provisions of applicable labour laws and/ or any other acts for which such personnel are subjected to and shall keep Jamia Hamdard indemnified from all such acts, omissions, faults, breaches and any claims, payment, loss, demands, injuries, and expenses etc. in connection with such personnel deployed by the contractor. Jamia Hamdard will not be responsible for such acts, omissions, faults, breaches and/ any claims, payments, loss, demands, injuries and expenses etc., and that there shall be no privity of contract between the Contractor and the Jamia Hamdard.
18. The contractor shall complete the payment/disbursement of wages of all their personnel by the 7th day of each English Calendar month through NEFT or any other online mode of payments.
19. The contractor should deploy one supervisor for due diligence of duties who will keep close liaison with Incharge Outsourcing of Jamia Hamdard and carry on the orders / modifications from time to time.
20. In case of any dispute of difference, remain unresolved the matter shall be referred to the Arbitrator appointed by the Vice Chancellor of Jamia Hamdard in mutual consultation with the contractor. The Award of the Arbitrator shall be final and binding on the parties. The seat and venue of the Arbitration proceedings shall be in Delhi/New Delhi only and the territorial and pecuniary jurisdiction for the purposes of this contract shall only be at Delhi/New Delhi.
21. The tenders not confirming to these requirements will be rejected and no correspondence thereof shall be entertained whatsoever.

5. EARNEST MONEY DEPOSIT AND PERFORMANCE SECURITY DEPOSIT:

1. The Bidder will submit the tender form for manpower services in the Jamia Hamdard along with Earnest Money Deposit amounting to Rs. 5.0 lakhs to be paid in the form of Bank Draft of any nationalized scheduled Bank in favour of Jamia Hamdard Delhi. In no case, cheque and/or cash will be accepted. The tender will not be accepted if it is not accompanied by Earnest Money Deposit.
2. The Earnest Money Deposit shall be adjusted towards Performance Security Deposit of the Successful Bidder. The Department shall not pay any interest on Earnest Money or Performance Security Deposit.

3. Total Performance Security Deposit will be 10% of the total value of the contract per annum. This will be in the form of D.D. or Bank Guarantee of total value. Performance Security will have to be submitted within 10 (Ten) days from award of work extendable by 05 (five) days for genuine reasons under satisfaction of the Registrar. Non submission of Performance Security Deposit within the said 10 days or the extended 05 days will entail forfeiture of the EMD and recalling of the Notice Inviting Tender without any notice to the accepted agency. In such case, the said agency should not be allowed to participate in the re-tendering process.

6. SUBMISSION & OPENING OF TENDERS:

1. **Before submitting the tender, the Bidders must ensure that, they are strictly fulfilling all the eligibility conditions to avoid rejection of tender.**
2. The Bidder should submit the duly filled and signed Tender Form with covering letter (**Annexure-I**) along with all the requisite documents.
3. Tenders should be submitted on specified format available on Jamia Hamdard website.
4. **Both the Technical Bid & Financial Bid should be placed in separate sealed envelopes and both sealed in bigger envelope super-scribing "Tender for Hiring of Manpower Services". EMD and cost of tender fee should be attached with Technical Bid.**
5. **Technical Bid will be opened on 28/02/2021 at 03.30 pm** in the Administrative Block of the Jamia Hamdard in the presence of bidder or his authorized representative, if any. For opening of Financial Bid, date, time and venue will be conveyed to technically qualified bidders.
6. The Registrar, Jamia Hamdard will have full authority to reject any / all offers without assigning any reasons. Any enquiry after submission of the tender will not be entertained.
7. Tenders should be deposited in Central Purchase Section, Room No. B-7, Administrative Block, Jamia Hamdard, New Delhi-110062 between **10.00 am to 04.00 pm on all working days**. However, no tender will be accepted after **03.00 pm on 28/02/2021**. Tenders received by post shall not be entertained.

8. FINANCIAL BID:

1. The Bidder should quote the rates of service charges / financial bid as per **Annexure-VII only**.
2. The rate should be quoted by the agency in accordance with terms and conditions, scope of work, all incidental expenses and other terms & conditions of this tender document. The quoted rates will be treated as inclusive of cost of providing machinery and equipment, overhead expenses, incidental expenses.

3. The tenderer should take care that the details, rate and amount be written in such a way that there is no ambiguity at all. No overwriting in the Financial Bid will be allowed and no blanks should be left. For such type of mistakes, tenderer is liable to be rejected.
4. The financial bid should have the stamp of the Agency/Company and signed by the bidder.

9. PERIOD OF CONTRACT:

The contract will be initially awarded for a period of (01) one year from the day the selected agency starts providing the Manpower Services in Jamia Hamdard. However, Jamia Hamdard reserves the right to cancel/ terminate the contract any time during the currency of contract without assigning any reason whatsoever in the event of breach, non-compliances, violations, fraud, cheating, misrepresentation etc., of the terms and conditions of the contract or otherwise. Extension of one or more than one year may be considered by the Jamia Hamdard, depending upon Agency's performance to the utter satisfaction of the Jamia Hamdard.

10. PAYMENT OF WAGES:

The Jamia Hamdard will pay the minimum wages to the manpower deployed in conformity with the latest minimum wages and other statutory liabilities notified by the Labour Department, Govt. of NCT of Delhi. That the Contractor shall complete disbursement of wages of the preceding month by 7th day of each succeeding month. The payment should be made by electronic transfer in employee's bank accounts and a record of that should be furnished along with monthly bills, invoices as raised by the Contractor, which will be examined by the Finance Section Jamia Hamdard every month.

11. LABOUR AND MANPOWER:

Adequate manpower will be deployed by the agency for the job. In case, the agency fails to maintain the aforesaid strength of the manpower, Jamia Hamdard shall have the right to inflict and impose penalties as deemed fit and reasonable.

12. PERFORMANCE EVALUATION:

Jamia Hamdard reserves the right to satisfy itself about the quality of the Manpower Services provided by the Agency. In the event, the agency does not achieve the level of satisfactory performance, the tenderer /agency is liable to be penalized by the deduction in the bill(s) once this fact is approved by the Competent Authority only. The decision of the Jamia Hamdard will be final in this regard. Also, Jamia Hamdard shall have the sole right to terminate the contract in such default(s).

13. INSTRUCTIONS TO THE BIDDERS/OBLIGATIONS:

1. The Contractor shall abide by all laws and rules and regulations framed thereunder or any other statutory obligations which are in force from time to time in respect of worker(s) deployed. The contractor undertakes

to indemnify Jamia Hamdard from any such claims, defaults, negligence, non-compliances etc., in this regard at the sole costs and risks of the Contractor purely.

2. The contractor will submit the pre-receipted duly stamped bill in prescribed format for payments on account of reimbursement of services covered under the contract in triplicate of preceding month, & dully signed. Each Monthly bill must accompany the following:-
 - a) Satisfactory active duty/attendance certificate issued by concerned Officer Incharge.
 - b) Certificate to the effect that no Labour Laws or any other applicable Laws/provisions governing the worker(s)/employees deployed by the contractor have been violated and that there are no disputes related to this against the contractor. Any claims arising out of this, shall be the sole responsibility of the Contractor only.

14. PAYMENT OF BILLS:

1. Payment of bill(s) will be made by Jamia Hamdard within **thirty (30) days** from the date of submission of the Bills in respect of undisputed bills. The agency while preferring the bill for payment will have to certify that the wages (as per Minimum Wages Act and other Statutory Liabilities) of the employees deployed on site, for the month for which the bill pertains have been disbursed. GSTIN NO. should be quoted on the body of the bills.
2. Wherever any over payment comes to the notice of Jamia Hamdard, the same shall be deducted by Jamia Hamdard from any sum due or which at any time thereafter may become due to the agency under this tender/ agreement/ contract, and failing that, under any other contract/agreement with Jamia Hamdard or from the Performance Security Deposit of the Agency.
3. Jamia Hamdard reserves the right to carry out payment audit and/or technical examination of the final bill including all supporting vouchers, abstract etc. Jamia Hamdard further reserves the right to enforce recovery of any overpayment whenever detected.
4. If as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the agency or alleged to have been done by the agency under the contract/agreement, it shall be recovered by the Jamia Hamdard from the agency by any or all of the methods prescribed above or through a court of law as the situation warrants. Jamia Hamdard also reserves its rights to encash the BG/PG and EMD to the tune of overpayment or other adjustments, recoveries etc., to be made from the contractor.
5. If any underpayment is discovered, the amount shall be duly paid to the agency by the Jamia Hamdard as and when pointed out and found justified.
6. The Contractor shall abide by and comply with all the relevant laws and statutory requirements with regard to the personnel/workers deployed by it/him/her.

15. NOTICE OF THE JAMIA HAMDARD:

Subject to as otherwise provided in this tender, all notices to be given on behalf of the Jamia Hamdard and all other actions to be taken on its behalf may be given and taking by the Registrar, or any authorized official by the Jamia Hamdard.

16. NO LIABILITY OF THE JAMIA HAMDARD:

1. The Jamia Hamdard will be under no obligation to provide employment to any of the employees of the agency during or after expiry of contract/ agreement period and Jamia Hamdard recognizes no Employer- Employee relationship between Jamia Hamdard and the employees deployed by the Agency.
2. The Jamia Hamdard shall not provide any residential accommodation to the personnel employed by the Agency.
3. The Jamia Hamdard shall not be responsible financially or otherwise for any injury to the personnel/workers in the course of performing the duties/ functions. This liability shall be of the service providing Agency in terms of Workmen's Compensation Act, 1948.

17. TERMINATION/CANCELLATION OF CONTRACT/TENDER:

1. If the agency at any time make default in executing the contract with due diligence and care and continues to do so, and / or the agency commits default in complying with any of the terms and conditions of tender and does not take remedial action or does not take effective steps to remedy or fails to complete the work as per terms and conditions and does not complete them within the period specified in the notice given to it/him/her, the Jamia Hamdard may without prejudice to any other rights or remedy, which shall have accrued thereafter to the contracting agency, shall cancel the contract/ agreement after giving one-month notice and security deposit will also liable to be forfeited by the Jamia Hamdard. Jamia Hamdard, on such cancellation, shall have powers to carry out /execute the work through other agencies by any mean at the risk and cost of the contracting agency.
2. The Jamia Hamdard reserves the right to terminate the contract, without assigning any reason, by giving to the tenderer one-month notice of its intention to do so and on the expiry of the said period of notice, the contract/agreement shall come to an end.
3. If any information furnished by bidder is found to be incorrect or false at any time, the tender/contract/agreement is liable to be terminated, and all deposits will also liable to be forfeited by the Jamia Hamdard.
4. In case the agency wants to terminate the contract/agreement, it shall have to give (03) **three months' notice** in advance to this effect to the Jamia Hamdard. However, decision of Jamia Hamdard in this regards shall be final & binding on the agency.
5. Jamia Hamdard also reserves the right to cancel the contract/tender process without assigning any reason. However, some of the ground on which contract can be cancelled are detailed below. (This list is only illustrative and not exhaustive).
 - i. Serious discrepancy in the provision of the required services by the agency.

- ii. Breach by the Bidders/Agency of any of the terms and conditions of the tender.
- iii. Any action by the Bidder which is in breach of law or accepted practices in the financial transactions.

- iv. If the Agency goes into liquidation voluntarily or otherwise.
- v. In addition to the cancellation of award of contract, Jamia Hamdard reserves the right to forfeit the Performance Security Deposit.

- vi. Any attempt to influence the decision of the Jamia Hamdard officials through direct/indirect methods/means.

18. ARBITRATION/DISPUTE RESOLUTION:

The resultant contract will be interpreted under Indian Laws. In the event of any dispute arising out of this tender/contract/agreement or in connection with the interpretation of any clause in the terms and condition of the tender/agreement/contract or otherwise, the matter shall be referred to the arbitrator appointed by the Vice-Chancellor of Jamia Hamdard with the mutual consent of the contractor and the seat and venue of the arbitration proceedings shall be New Delhi/Delhi only.

Courts at Delhi/New Delhi shall have jurisdiction in connection with any disputes/litigations arising between the parties concerned to the given Contract/Agreement.

Dated: _____
Authorized Signatories
(Name and Designation, seal of the Firm/Bidder)

(On the letterhead of Service Provider Agency)

The
Registrar
Jamia Hamdard
Hamdard Nagar
New Delhi-110062

Dear Sir,

Sub: Ref. your NIT for provision of Manpower Services in the Jamia Hamdard.

With reference to the above Notice Inviting Tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for the provision of Manpower Services and other related activities in the Jamia Hamdard as per details in your above referred tender.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred tender and enclosures. We also understand that the Jamia Hamdard is not bound to accept the offer either in part or in full and that the Jamia Hamdard has a right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose the requisite Earnest Money Deposit of Rs. 5,00,000/-& Tender Fee of Rs.10,000/-respectively in the form of A/c Payee Demand Draft in Favour of "Registrar, Jamia Hamdard" drawn on Bank _____ DD
No(s) _____ Dated. _____.

Yours faithfully,

Authorized Signatories
(Name and Designation, seal of the Firm/Bidder)
Dated:

PROFORMA FOR TECHNICAL BID

S.No.	Item	Details	Page No(s)
1.	Name of Firm/Contractor /Company		
2.	Name of Owner(s)/Partner(s)		
3.	Regd./Mailing Address		
4.	Telephone and Fax numbers /Email IDs		
5.	Registration Certificate of the Firm/ Company (Enclose attested copy of the Registration Certificate)		
6.	Memorandum, in case of Company & Partnership Deed in case of Partnership Firm, to be provided.		
7.	Name and Designation of the person authorized to make commitments to the Jamia Hamdard		
8.	Contact details of the person authorized to make commitments to the Jamia Hamdard		
9.	Reference cost of Tender form Rs. 10,000/- (Rupees Ten Thousand only)	DD No _____ Date _____	
10.	Reference of Earnest Money Deposit Rs. 5,00,000 (Rupees Five Lakhs only)	DD No. _____ Date _____	
11.	PAN No.		
12.	GSTIN No.		
13.	Details of Registration under Shop & Establishment Act. (Enclose attested copy)		
14.	EPF Registration Certificate (Enclose attested copy)		
15.	ESI Registration Certificate (Enclose attested copy)		
16.	Turnover of the last 03 FY in crores. Enclose duly certify copies from CA Strictly as per Caluse-1(A)	FY-2017-18- Rs. _____ Cr. FY-2018-19-Rs. _____ Cr. FY-2019-20-Rs. _____ Cr.	16

17.	Minimum 03 years of experience in similar works of Manpower services Strictly as per Caluse-1(A)		
18.	Declaration Regarding Blacklisting duly notarized(Annexure-III).		

Dated:
the Firm/Bidder)

Authorized Signatories
(Name & Designation and seal of

Annexure-III

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN THE TENDER.

(On Rs.100/- non judicial Stamp Paper)

(To be executed & attested by Public Notary / Executive Magistrate)

#I / We _____ (Tenderer) hereby declare that the firm / agency namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

Or

#I / We _____ (Tenderer) hereby declare that the Firm / agency _____ namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. 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 the Jamia Hamdard, and EMD / SD shall be forfeited.

In addition to the above, the Jamia Hamdard shall not be responsible to pay the bills for any completed /partially completed work.

DEPONENT

#Strike out, whichever is not applicable.

Solvency Certificate from Bankers of the Company in the following format:

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s

.....

..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of

Rs. (Rupees))

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the Bank

NOTE:

- (1) Bankers certificate should be on letter head of the Bank, sealed in cover addressed to tendering authority,
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

Signature of Chartered Accountant with seal

Signature of Bidder(s) with seal

PERFORMANCE REPORT OF EACH WORK REFERRED IN ANNEXURE-II

1. Name of Client and address with
Contact details :
2. Agreement No./work order No. :
3. Value of work as per work order/
Award :
4. Total Value of actual work done :
5. Date of start :
6. Date of completion :
7. Nature of Service Provided (Pl specify) :
8. Total No(s). of Persons deployed under
different Category :
Performance Report (Pls. tick one) : Outstanding/Very Good/
Good/ Satisfactory/Poor

(Signature & Stamp of Director/Registrar/Admin. Officer/Ex. Engineer or Equivalent)
with Phone No./ Mob. No. & E-mail address

Dated:

Note:

1. This Annexures should be submitted separately for each work completed by the Bidder and the works indicated in **Annexure-II**.
2. This ANNEXURES shall be signed & stamped by the Bidder's Client not below the rank of Manager/Director/Admn. Officer or equivalent.
3. The Name, Address, Contact details (Mobile, Fax, E-mail, and Landline Phones) of Client should be indicated to facilitate confirmation of work.

Dated: Authorized Signatories
(Name and Designation, seal of the Firm/Bidder)

CHECK LIST: -

S.No.	Particulars	Yes/NO	Page No(s)
1.	Duly completed covering letter on letterhead of the Firm/Company. (Annexure-I) .		
2.	Earnest Money Deposit: Demand Draft of Rs 5,00,000/- (Rupees Five Lakhs Only).		
3.	Tender Fee: Demand Draft of Rs. 10,000/- (Rupees Ten thousand only).		
4.	Registration No. of the Firm (under Shops & Establishment Act).		
5.	Registration No. of the Company (under Companies Act, 1956)/ Partnership Deed, as applicable.		
6.	GSTIN No.		
7.	PAN No.		
8.	EPF No.		
9.	ESI No.		
10.	The details of the turnover for the year 2017-18, 2018-19 and 2019-20.		
11.	Documents in support of manpower strength.		
12.	Details of similar work executed by the tenderer.		
13.	Performance Certificate (attested copies) issued by the clients to the tenderer, (which should have minimum rating of satisfactory. (Annexure-V)		
14.	Technical Bid Proforma (Annexure-II)		
15.	Financial Bid on the letterhead of the Firm/Company (Annexure-VI)		
16.	Solvency Certificate issued by Bidder's Banker (Annexure-IV)		
17.	Declaration regarding Blacklisting/ Debarring for taking part in the Tenders (Annexure-III)		
18.	Whether each page of Tender duly signed & stamped.		
19.	Whether Page No. mentioned on each		

	page.		
20.	Duly completed Financial Bid Proforma (Annexure-VII).		

Dated:

Authorized Signatories
(Name and Designation, seal of the Firm/Bidder)

(To be sealed in a separate envelope)

Financial Bid for Hiring of Manpower Services at Jamia Hamdard

I/We _____ proprietor/ _____ partner/ _____ authorized _____ person _____ of
M/s _____ understand the work and terms & conditions as entered in the tender document
and bound himself/ themselves to abide by the rules and regulations of Jamia Hamdard.

The service charges quoted for manpower services at Jamia Hamdard shall include all liabilities/expenses as per terms and conditions other than Minimum Wages, EPF and ESI.

S.No.	Category	Minimum Wages	EPF @ 13%	ESI @3.25%	Total	Service Charges (in %)	Service Charges (in figure)	Grand Total
1.	Un-Skilled	15492.00	1950.00	503.49	17945.49			
2.	Semi-Skilled /Non-Matriculates	17069.00	1950.00	554.74	19573.74			
3.	Skilled/ Matriculates but not Graduate	18797.00	1950.00	610.90	21357.90			
4.	Graduate & above	20430.00	1950.00	663.97	23043.97			

Dated:

Authorized Signatories
(Name and Designation, seal of the Firm/Bidder)

Note:

1. **If a Firm quotes NIL charges/consideration, the bid should be treated as unresponsive and will not be considered.**
2. **The rate of service charges in percentage and figure must be given.**
3. **Bidders are advised to quote only the rates of service charges in the above prescribed format, otherwise tender will be summarily rejected.**
4. **GST as per applicable rates will be paid.**

Dated:

Authorized Signatories
(Name and Designation, seal of the Firm/Bidder)

