

# MUNGER UNIVERSITY, MUNGER

## TENDET DOCUMENT

### FOR HIRING AGENCY FOR PROVIDING MAN POWER FOR DIFFERENT TASKS

Tender No. MU/003/2020

**Name of the work :**

Hiring Agency for providing Man Power for Different Tasks

**Cost of work : 45,00,000/- (Approx.)**

Sealed Tenders in prescribed format are invited from reputed Agencies for "Providing manpower for different tasks" in two bid system. The location is University Campus Munger at R.D. & D.J. College Road, Munger

- I. Technical Bid
- II. Financial Bid

The interested agencies may participate in the bidding process by sending the bid in a big sized envelope with cover super scribed as "Tender for Providing manpower for different tasks at "Munger University" The envelope should contain two envelopes containing "Technical Bid" and "Price Bid/Commercial Bid/Financial Bid" in the prescribed forms super scribed as "Tender for Providing manpower for different tasks of Munger University Technical Bid" and "Providing manpower for different tasks at Munger University Price Bid".

**Eligibility Criteria :-**

1. 35% completion of similar nature of work within last three previous financial years.
2. 150% receipt of contractual payment within last three previous financial years.

**Similar Nature of works :**

Those agencies / firms who are adept in supply in manpower to PSUs, PSEs, Universities, Govt. Departments /Semi Government organizations.

Note- 1. Three previous financial year means current financial year + three financial years.

Those firms agencies who qualifies in Technical Bid, only their commercial / Financial bid will be open.

Tender addressed to the "Registrar, Munger University, University Campus R.D. & D.J. College Road, Munger-811201 should reach the office by or before 19 January 2020 by 2.00PM through Courier/Registered/Speed Post or by hand. Conditional or late tenders (tender received after due date

and time) shall not be entertained in any circumstances, neither Munger University will be responsible for any delay or loss of the tender document.

Technical bids will be opened the same day at 3.00PM in the University office by a duly constituted committee in the presence of any bidder of his/her authorized representative who may wish to be present at the designed time and place. Financial bids of only those bidders will be opened whose technical bids are found suitable by the committee appointed for the purpose. If the date fixed for opening of bids turns out to be the holiday, the date will be decided on the date of opening of technical date, the date of opening will be the next day. Tender document can be downloaded from the Munger University, [www.mungeruniversity.ac.in](http://www.mungeruniversity.ac.in).

#### SCHEDULE OF EVENTS

(i)	Availability of tender document on web	:	25.12.2019
(ii)	Receipt of Bid/tender	:	20.01.2020
(iii)	Last date/ time of submission of Bid	:	20.01.2020, 02.00pm
(iv)	Opening of Technical bids*	:	20.01.2020, 02.30pm
(v)	Opening of Price bids (tentative)*	:	23.01.2020
(vi)	Issue of Work Order (tentative)	:	30.01.2020

\*the venue – Board room of administrative office of Munger University.

Contract will be awarded initially for a period of one year to the successful bidder. This period may be extended on satisfactory performance. The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of requisite amount as applicable in Bihar State. In the event of bidder backing out before actual award or execution of agreement, Munger University will have right to forfeit the earnest money in full.

Registrar Munger University reserves the right to reject all the applications/ bids without assigning any reasons whatsoever.

**Registrar,**  
**Munger University Munger**  
R.D. & D.J. College Campus, Munger

## **General Instructions to Bidders**

### 1. Scope of work :

The scope of work includes Providing manpower for different tasks at Munger University as required by Munger University. Such manpower will require to be paid directly by the service providing agency (hence forth called “agency”). For which agency shall be reimbursed as per the prescribed rate. However, the Scope of work may be modified during the period of the contract by mutual consent. In this context, it is specifically clarified that duty of Agency will include amongst other :

- Providing manpower as demanded within three clear days from such demand.
- Ensuring that the provided manpower maintains discipline and decorum of the University.
- Recording attendance and duty hour of manpower.
- Ensuring performance of the manpower.
- Providing monthly salary slip mentioning gross payment (with different heads and amount of payments), deduction (with different heads and amount of deductions) made out of gross payment and net payment made.
- Ensuring different statutory payments and observing different legal provisions.
- Indemnify Munger University against any liability with respect to manpower provided by the agency for different tasks. It will be presumed that the agency has included all expenses and charges in its bid amount.

### 2. Qualification Criteria :

Followings are qualification criteria. Interested firm is required to enclose document/ certificate and affidavit (as applicable in this regard).

1. The bidder shall deposit an amount of Rs. 50,000/- (Rupees fifty thousand only) as Earnest Money in the shape of Bank Draft/Bankers Cheque from Nationalized or commercial Bank payable to Registrar Munger University.
2. The agency must have registration certificate under the Company’s Act, 1956 or under other suitable provision for Security job.
3. The agency must have Registration under Contract Labour (Regulation and Abolition) Act 1970.
4. The agency must have ISO 9001:2008 or /and ISO 9001:2015 certificate.
5. The agency must have certificate (with a list of clients) of experience of five years and above in providing manpower for different tasks at Govt. organizations/ companies in India.
6. Agency must have registration certificates of EPF, ESIC, Service Tax and PAN under the relevant laws.

7. Agency must have annual turnover not less than 60 Lakh in manpower for different tasks for each of the three Financial Years of 2015-16, 2016-17 and 2017-18 (provisional) supported by Audit Report containing balance sheet and profit and loss account.'
8. Agency must have minimum one hundred manpower on its pay-roll as per duly self-certified documents. Work order will be required in support of this.
9. There should be no case pending with the police against the Company and should not be blacklisted by any State/Central/PSU/Private organization etc. corroborated by a notarized affidavit to the effect.
10. Self-certificate should be provided that agency will following the circular No. 11/on 1-05/2017 GA 13876 dated 03.11.2017 of general administration department, Govt. of Bihar regarding reservation in manpower.
11. All pages of the bid document must be submitted duly signed and stamped by the firm as a confirmation of acceptance of terms and conditions.

### **3. Earnest Money Deposit :**

The bidder shall deposit an amount 2% of cost of work as earnest money in the shape of Bank Draft/Bankers Cheque from Nationalized or commercial Bank payable to Registrar, Munger University. The Earnest money deposit will be refunded to bidders whose offers have not been accepted within 120 days of opening of tenders.

### **4. Tender Submission Procedure :**

- (i) The interested agencies may participate in the bidding process by sending the bid in a big sized envelope with cover super scribed as "Tender for Providing manpower for Munger University" . The envelope should contain two envelopes containing "technical bid" and "price bid" in the prescribed forms super scribed as "Tender for Providing manpower for Munger University – Technical Bid" and "Providing manpower for different tasks at Munger University Price Bid" respectively.
- (ii) Technical Bid : Bidders must produce the photo-copies of the documents (originals to be submitted for verification when asked for) enumerated in qualification criteria along with demand draft of EMD. The technical bids, which are not accompanied with documents prescribed above, EMD and tender fee, are liable for rejection forthwith.
- (iii) Price Bid : Financial bid should be in the format enclosed with tender at Annexure 'II'. The rate should be quoted on monthly basis @ 26 days in a month including weekly rest/national holiday in the prescribed format taking into account the rate of wage structure suggested by Munger University at Annexure 'A'. All statutory duties and taxes (e.g. service Tax, EPF, ESIC, Bonus, Leave and Gratuity, if applicable) should be clearly specified. The price quoted shall be firm and inclusive of all taxes over and above wage structure suggested by Munger University, the agency will pay the minimum wages and the same will be reimbursed by Munger University.

1. Failure to provide price bid in a sealed separate cover will result in invalidation of the offer.
2. The bidders will be responsible for all other obligations like PF, ESI, Training & Supervision, Bonus, Uniform, Leaves, Reliever Cost, Any Special Allowances, Any other Statutory obligations, taxes, Administrative Charges if any, Overheads and Profits.
3. The amount of monthly wages will be revised only when minimum wage as per Government of Bihar crosses wage structure suggested by Munger University.
4. Munger University will deduct TDS at the prescribed rate from the payment.
5. Bid validity shall be valid up to 90 days from the date of submission of tenders. Any variation in rates, prices of terms during validity of the offer shall require forfeiture of the EMD. Any other charges in whatsoever name other than specifically except the variation in the rate of taxes /duties and rate of minimum wages as per law shall not be allowed.
6. The tender documents should be signed on every page by the bidder and enclosed with technical bid as an unconditional acceptance of the terms and conditions mentioned therein.
7. Anyone or more of the following action/ commission/ omission are likely to cause summary rejection of bid.
  - (i) If received late.
  - (ii) If not accompanied by required Earnest Money Deposit (EMD)/Proposal fee.
  - (iii) If received unsealed or improperly sealed.
  - (iv) If the same is conditional or offering rebate.
  - (v) If rates not quoted in the prescribed formats.
  - (vi) If cutting, overwriting or fluding has been done even with signature there over.

#### **4.Evaluation criteria**

- I. Evaluation will be carried on the basis of selection of Lowest Evaluated Technically Responsive Bidder.
- II. Firm meeting of technical qualification criteria will be considered technically responsive.
- III. Financial bid of technically responsive bidders (only) will be opened.
- IV. The firm which will have quoted lowest quoted price in its financial bid will be considered the firm successful for placing the order.
- V. In case of L-1 is more than one, then the successful bidder will be decided by lottery system among all such L-1's.
- VI. In case there is a single L 1 bidder and the firm can't supply the whole requirement of Munger University, then Munger University shall have liberty to distribute work amongst

more than one bidder at L 1 rate depending upon the requirement of number of persons required.

- VII. Munger University does not bind itself to accept lowest or any other bid, and reserves the right to accept or reject any bid, and to cancel the tender document process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring any liability to the affected persons on the grounds of Munger University action.

#### **5. General conditions.**

- I. The successful bidder shall have to execute an agreement with Munger University on a non-judicial stamp paper of requisite amount as applicable in Bihar State and commence the work within week from the date of award, failing which Munger University shall at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.
- II. The successful bidder shall have to furnish DD/FD/Cash deposit of 10% of the value of contract as security deposite.
- III. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender as well as formal agreement on stamped paper affixed with non-judicial stamps, all of which finally form the contractual obligations to be adhered to and performed by the bidder and the non-performance of any of such obligations make him liable for consequential effects.
- IV. The rates quoted in the Price Schedule shall be inclusive of all taxes, levies and statutory liabilities, the wages of the personnel and incentives if any.

#### **6. Special Terms and Conditions**

The selected form will have to

- (a) Ensure personnel who are smart and turn out properly with dress suggested by Munger University and carry an identity card duly attested by the Executive the Agency. A photocopy of these cards along with computer data shall be given to the Munger University for record verification etc.
- (b) Provide proper uniform (two sets per person) as agreed by Munger University to every personnel deployed by the agency in the Munger University premises at their own costs and expenses.
- (c) Ensure compulsory health check-up and fire/emergency drill once a year to all are deployed.
- (d) Ensure personnel to remain on duty for 8 (eight) working hours. The personnel shall not leave his place of duty/duty point until his reliever takes his duty. Deserting the place of duty/ duty

point by the security personnel without having been properly relieved will attract penalty on the agency.

- (e) Anyone worked beyond the duty of eight hour will be paid additionally on prorated basis by the agency and the same will be reimbursed by Munger University.
- (f) Ensure that staff employed by the Agency does not join any union of the Munger University nor do they make any claim on service or other matter, which will never be entertained. They shall also not form any union associated with the Munger University.
- (g) Ensure any payment, required to be made by the Agency to its personnel, in compliance with any of the laws of the land. This would include specific responsibility with regard to the provision of the minimum wages act and / or any other law, which may be applicable in the instant case.
- (h) Establish a regular system of training the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession syllabi for the training.
- (i) Apply to the Labour Resource Department for obtaining a labour license within a week and will submit a copy of the license to the security officer of the Munger University within one month.
- (j) Ensure maintenance of record of major/minor incidents on daily basis and report the same to the official authorized in this regard. The Agency will also enquire about any incidents, like theft, indiscipline, disobedience or any unauthorized activities/ criminal activities happening in the Munger University location.
- (k) Ensure deputation of literate personnel for non-supervisory staff.
- (l) Place a local representative as In-charge of the contract and shall be responsible for the efficient rendering of the service under the contract. He shall be equipped with latest communication system (Walkie-Talkie)/mobile. While working at the Munger University premises, they shall work under directives and guidance Registrar, Munger University.
- (m) Deploy requested number of persons which may vary depending upon the requirements. Additional person required for any place, will be paid additionally.
- (n) Comply with all statutory requirements existing as well as those promulgated from time to time viz. the payment of Wages Act, Provident Fund Act, Employee State Insurance Scheme etc. whichever is/are applicable to the organization of Agency and shall be held responsible, accountable, answerable, explainable, in whatever form as the case may be, for any lapses committed by them in this regard. Further, Agency shall not involve Munger University in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Agency shall be solely responsible. In case due to violation of any law, including labour laws etc., any liability is put upon Munger University hereby indemnifies Munger University immediately and completely.
- (o) Agency will replace the person deployed if Munger University considers such replacement is necessary on administrative grounds. The agency shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of Munger University

and only after approval of Registrar Munger University. In case of removal of such personnel, no claim shall be maintainable against Munger University.

- (p) If Munger University incurs any expenses or any liability is put on them in connection with the deployment of the employee of Agency, the same shall be adjusted from the bill of Agency.
- (q) Munger University will be entitled for compensation against the Agency, in case a proper joint inquiry establishes that the theft of loss or damage has been caused due to negligence of the security agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The maximum amount of compensation payable by Agency will be limited to inspection and supervision charges payable to contact for the month on which the loss or damage occurs. However, after enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Agency or if the personnel of the Agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission Munger University or its employees to whom loss is caused, shall be indemnified/ indemnify the loss amount within reasonable time after adjustment from forfeiture of bank guarantee in the form of performance security, it shall be recoverable from the firm.
- (r) Submit a certificate along with the monthly bills certifying that the personnel employed by them in the Munger University premises have been paid at wages, as enforce from time to time, in accordance with the provisions of the Minimum Wages Act and that all other statutory requirements in this regard have been complied with. Wages shall be paid through direct credit to the account of the person deployed by the Agency. Any violation of the provision of Minimum Wages Act shall render the contract liable for termination. Munger University may also proceed against the defaulting agency as per the provisions of the relevant law. Proof of wage payment will be essential for reimbursement of the same by Munger University, that is for monthly payment of Munger University to the Agency.
- (s) Take into consideration all levies and statutory taxes while quoting the tender. However, if any fresh taxes, charges etc, are levied by the Local / State / Central govt., subsequent to the date of opening of tender the same shall be reimbursed by the Munger University against proof of production of payment.
- (t) Claim payment for service under agreement on monthly basis, through Cheques. The bill shall be paid within 30 working days of receipt of the bill for each calendar month, duly supported with the requisite details for the daily attendance and other records, which shall be open for inspection by Munger University. The final payment shall, however, be made only after adjustment all the dues/claims of Munger University. Income Tax (TDS) as applicable at current prevailing rate will be deducted at source.
- (u) All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Munger University, Bihar.
- (v) At any time, prior to the date of submission of bids, Munger University may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder,



modify the bid documents by amendment and published in Munger University website. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, Munger University may, at its discretion, extend the deadline for the submission of bids suitably.

- (w) None of the employees of the Agency shall enter into any kind of private work within or outside Munger University premises. Non-compliance with this provision will be deemed to be violation of the contract inviting penal action.
- (x) The agency shall ensure protection of all properties and personnel of Munger University premises, whether on its Munger University premises or in transit, against trespass and willful harm, by deploying fail-safe preventive measures, providing early warnings and mobilizing trouble-shooting efforts.
- (y) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/ after completion or abandonment of work or during extended period, hereinafter arises between the parties, an operation or effect of the contract or out of relating to the contract or breach thereof, shall be referred to a sole arbitrator to be appointed by mutual understating of both the parties. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the position of arbitration, to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the position of arbitration, it shall be lawful for the Registrar of Munger University to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to [proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the arbitrator shall be entitled to proceed de-novo. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves. The venue of arbitration shall invariably be at Patna. Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (z) Force Majeure : If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act God (hereinafter referred to as events), provided notice of happenings of any such eventually is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after

such event may come to an end or cease to exist and the decision of Registrar, Munger University as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance is whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract. Provided also that if the contract is terminated under this clause, Registrar Munger University shall be at liberty to take over from the Security Agency, the security personnel, vehicles & equipment deployed in the campus until a new security agency is appointed and commences the operation.

- (aa) **Penalty** : For complaint, non-adherence of terms & condition specified in tender document, indiscipline and unsatisfactory operation of security services a penalty of up to Rs. 5,000/- will be levied after the approval of competent authority. For Unsatisfactory level of security services noticed during the inspection by Registrar, Munger University authorized Officials, a penalty of upto Rs. 500- will be levied after the approval of competent authority.
- (bb) The successful firm will require to maintain and produce the records (digitally or in hard form) of deployment of person in the manner as desired by Registrar, Munger University.
- (cc) Provided monthly salary slip mentioning gross payment (with different heads and amount of payments), deductions (with different heads and amount of deductions) made out of gross payment and net payment made.

#### **6. Legal obligations –**

1. All manpower employed by Service provider shall be engaged by his as his own employees in all respect i.e. expressed or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the Service provider. The service provider shall specifically ensure compliance with the following Laws/ Acts and their Enactments/ Amendments :-

- a. The Contract Labour (Regulation & Abolition) Act. 1970.
- b. The Contract Labour (Regulation & Abolition) Central Rules, 1971
- c. The Minimum Wages Act, 1948
- d. The Payment of Wages Act, 1936
- e. The Manpower's Compensation Act, 1923
- f. The employees' Provident Funds and Misc. Provisions Act, 1952
- g. The ESI Act, 1948
- h. The Payment of Bonus Act, 1965

i. The Payment of Gratuity Act, 1976

Service provider shall abide by provisions of the other rules and regulations of Government issued from time to time to this effect. Any payment due to the manpower employed by the service provider shall be sole responsibility of the service provider. If penalized for non-compliance of any of the legal requirements, the service provider shall be responsible for the same and deal with them at its own level and costs, in no way putting any liability on the Munger University, Munger.

2. Service provider shall fully indemnify Munger University against all the payments, claims and liabilities whatsoever, incidental arising out of or for compliance with or enforcement of the provisions of any of the Laws/acts in relation to the Contract.

3. The Contract Labour (Regulation & Abolition) Act, 1970, and Rules, 1971 there under and the Central/ State Rules as modified from time to time are applicable to this Contract. The service provider shall comply with these and take steps for getting the agreement registered under the Act. He shall also indemnify Munger University from and against any claims under the aforesaid Act and the Rules.

4. The Service provider shall also ensure that no manpower below the age of 18 years is employed by him for the above mentioned jobs.

5. The service provider will deposit the tax (as required and concerned with contract) with concerned authority as applicable and submit the documentary proof of same to Munger University.

6. The Service provider shall ensure that the payment of wages is made to the manpower employed by him after necessary deductions like TDS, PF, ESI etc. and the requisite documents are provided along with the bills. Further the amount shall be made by cheque/ ECS. Issuance of PF, ESI cards, etc. is the responsibility of the Service provider. No cash payments shall be made to any of the manpower employed through him.

7. Munger University shall have the right to check and call documents from the implementation of labour welfare laws and rules.

8. All the services employes by Service provider shall be considered as employees of the service provider and they shall not make any claim in respect of employment and or other service benefits from the Munger University in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the Service provider and the manpower shall be entirely the dispute between them only. The Registrar, Munger University shall not in any manner be a party to it. The Service provider will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome.

**Checklist of essential document, certificate and affidavit required to be enclosed with technical bid whose none enclosure may lead to disqualification of the firm.**

The list is indicative and not exhaustive.

S. No.	Document / certificate / affidavit name	Action required
1	EMD of Rs. 50,000/- (Rupees Fifty thousand only) in the shape of Bank Draft/Bankers Cheque from Nationalized or commercial Bank payable to Registrar, Munger University, Munger.	Enclose
2	Registration certificate under the Company's Act, 1956 or under other suitable provision for Security job.	Enclose
3	Registration under Contract Labour (Regulation and Abolition) Act 1970	Enclose copy
4	ISO 9001 : 2008 or/ and ISO 9001:2015 certificate	Enclose
5	Certificate (with a list of clients) of experience of five years and above in providing security services to the reputed Govt. organizations / companies in India.	Enclose
6	Certificates of EPF, ESIC, Service Tax and PAN under the relevant laws.	Enclose
7	Turnover not less than 5 crores in security service for each of the three Financial Years of 2015-16, 2016-17 and 2017-18.	Enclose
8	Audit Report containing balance sheet and profit and loss account.	Enclose
9	No case pending with the police against the Company and should not be blacklisted by any State/Central/PSU/Private organization etc.	Notarized affidavit
10	Minimum two hundred manpower for different services on the pay roll of the agency.	Enclose document
11	Self-certificate should be provided that agency will follow the circlar No. 11/on 1-05/2017 GA 13876 dated 03.11.2017 of general administration department, Govt. of Bihar regarding reservation in manpower.	Enclose self certificate
12	Signature and stamp on al pages.	Sign and stamp
13	Technical and financial bids in different envelopes with required superscription.	Follow
14	Separate envelope super scribed the tender number and the content as 'Tender for providing Manpower for different tasks'.	Follow
15	Consent that amongst other, following guidelines are	Consent letter

	<p>in the knowledge of the firm.</p> <ol style="list-style-type: none"> <li>1. Ministry of Finance, Department of Expenditure's guideline – 'Service charges / administrative charges quoted by the bidder necessarily has to be over and above zero percent' and</li> <li>2. Ministry of Commerce and Industry guideline = "further zero percent includes all derivatives of zero up to 0.9999 and thereof"</li> </ol>	
16	Duly filled annexure 1	Enclose
17	<p>Consent</p> <ol style="list-style-type: none"> <li>a. To pay in the bank account of the persons provided to Registrar, Munger University.</li> <li>b. To provide monthly salary slip to persons deployed by the firm.</li> </ol>	

Additionally, the price bid should be complete in all respect and should be properly signed and sealed.

Annex 'A'

Tentative Requirement and wage suggested by Registrar, Munger University :

Category	Name of Category	Required qualification/ experience/ skill	Wage	Approx. number
A	Security Guard With Arms	Guard should be medically & physically fit & Trained to Handle Fire Arms. He should be in position of Arm licence and weapon with sufficient round off ammunition. He should preferably be an Ex.-serviceman retired from Army, Navy & Air Force. Dress to be provided by concerned Agency.	25,000	06
B	Security Guard without Arms	Guard should be medically & physically fit. He should be contagious and preferably Less 35 years of age. He should be able to Read & write Hindi and English and his minimum qualification will be Matric. Dress to be provided by concerned Agency.	12,000	10
C	House Keeping	Skilled	7,348	05
D	Mali	Skilled	7,900	03
E	IT/ Multi Tasking Boy	Should have working knowledge of Computer. He should be able to Handle all office related jobs including handling of Files, Cleanness of Offices and various day to day tasks as assigned.	10,000	07
F	Data Entry Operator	Having BBA /BCA Degree from recognize Institution and should have minimum 2 year experience in Computer Handling. He should have Certificate in Computer applications with Proficiency in Typing of Hindi & English.	10,000	07

**Annexure I**

**Tender for providing manpower for different tasks**

**Technical BID**

1. Name of bidder Company : ..... (Attach copy of certificate of registration).
2. Name of Director : .....
3. Full Address of bidder .....  
.....  
Telephone No. .... Fax No. ....  
E-Mail ID : .....
4. Address of Correspondence of Bidder : .....  
.....  
Telephone No. .... Fax No. ....  
E-Mail ID : .....
5. PAN/GIR No. of the Bidder .....(Attach self-attested copy)
6. Details of Earnest Money Deposit : Rs ..... (in figures).  
Rs. .... (in words) DD/PO No. & Date ..... Drawn on Bank :.....
7. The entire necessary document required in the clause / Sub clause 1.1 : (Attached Self attested copy).
8. Power of Attorney/ authorization for signing the bid documents.
9. Full address of office :
10. Unconditional acceptance of terms & conditions of the contract by signing each page by authorized signatory of the bidder as token of acceptance and submit as part of tender document.
11. Please submit an affidavit of following effect :
12. That no matter/issue/claim/allegation/charge with any current or previous principal employer or with any stator authority regarding less payment than the statutory of any applicable law of land like Minimum Wages Act etc. payable in favour of any employee working for that Principal Employer through the bidder agency [Immediate Employer] is pending. [Cut-off date of the purpose is last date of submission of tender document]

Signature & Seal of the Bidder

**“Annexure II”**

**Tender for Providing manpower for different tasks**

**PRICE / FINANCIAL BID :**

I. Category ‘A’

Total Quote for the category 6 x Total as in row 7) = Rs.

S. No.	Component	Amount in Rs.
	Rate per month (26 DAYS A MONTH) for one	25000/-
1	Basic wage including DA	
2	EPF including administrative changes on EPF	
3	ESIC	
4	Service Charges	
5	GST	
6	Any other (specify)	
7	Total (= 1+2+3+4+5+6)	

II. Category

‘B’

Total Quote for the category (10 x Total as in row 7) = Rs.

S. No.	Component	Amount in Rs.
	Rate per month (26 DAYS A MONTH) for one	12000/-
1	Basic wage including DA	
2	EPF including administrative changes on EPF	
3	ESIC	
4	Service Charges	
5	GST	
6	Any other (specify)	
7	Total (= 1+2+3+4+5+6)	



III. Category 'C'

Total Quote for the category (5 x Total as in row 7) = Rs.

	Rate per month (26 DAYS A MONTH) for one	7348/-
S. No.	Component	Amount in Rs.
1	Basic wage including DA	
2	EPF including administrative changes on EPF	
3	ESIC	
4	Service Charges	
5	GST	
6	Any other (specify)	
7	Total (= 1+2+3+4+5+6)	

IV. Category 'D'

Total Quote for the Category (3 x Total as in row 7)

	Rate per month (26 DAYS A MONTH) for one	7900/-
S. No.	Component	Amount in Rs.
1	Basic wage including DA	
2	EPF including administrative changes on EPF	
3	ESIC	
4	Service Charges	
5	GST	
6	Any other (specify)	
7	Total (= 1+2+3+4+5+6)	

V. Category 'E'

Total Quote for the category (7 x Total as in row 7) = Rs.

	Rate per month (26 DAYS A MONTH) for one	10000/-
S. No.	Component	Amount in Rs.
1	Basic wage including DA	
2	EPF including administrative changes on EPF	
3	ESIC	
4	Service Charges	
5	GST	
6	Any other (specify)	
7	Total (= 1+2+3+4+5+6)	

VI. Category 'F'

Total Quote for the category (7 x Total as in row 7) = Rs.

	Rate per month (26 DAYS A MONTH) for one	10000/-
S. No.	Component	Amount in Rs.
1	Basic wage including DA	
2	EPF including administrative charges on EPF	
3	ESIC	
4	Service Charges	
5	GST	
6	Any other (specify)	
7	Total (= 1+2+3+4+5+6)	

Total rate quoted = (A + B + C + D + E + F) = Rs.

Total rate quoted in words : Rs.

Declaration by the Bidder :

This is certify that I/We before signing this tender have read and fully understood all the content, terms and conditions contained anywhere in this tender document and undertake myself/ourselves to abide by them.

SIGNATURE OF AUTHORIZED PERSON OF AGENCY WITH SEAL.

**DECLARATION**

1. I ..... Son / Daughter / Wife of Shri ..... Director / authorized signatory of the agency/Firm, mentioned above, am competent to sign this declaration and execute this Bid document.
2. I have carefully read and understood all the terms and conditions of the Bid and undertake to abide by them.
3. The information / documents furnished along with the above bid document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / Fabricated document would lead to rejection of my Bid at any stage besides liability towards legal action.

Signature of authorized person

Date :

Full Name :

Place :

Seal :

**DRAFT AGREEMENT FORMAT**

**TO BE MADE ON NON-JUDICIAL STAMP PAPER OF RS. 1,000/-**

This agreement number ..... is made at Munger on the ..... Day of ..... Between Registrar, Munger University, Munger (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns of the First Party.

And .....Having its registered office at ..... (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Party.

WHEREAS the 'Client' is desirous to engage the 'Agency' for Providing manpower for different taks at Munger University, Munger location on the terms and conditions stated below including any other relevant provision mentioned anywhere int his tender document [in case of any duality or discrepancy or contradiction between different provisions/expressions in this tender document, interpretation/decision made by the Client will be held supremen and unchallengeable and binding upon the Agency].

1. The Agency shall be primarily responsible for compliance to provisions of various Labopur, Industrial and any other laws applicable and all statutory obligations such as Wages, Allowances, Compensations, EPF, Bonus, ESI, etc. relating to persons deployed at Munger University, Munger. The 'Client' shall have only liability in this regards as Principal Employer as per provision of concerned laws.
2. The Agency shall be solely responsible for any accident/medical /health related liability/ compensation for the personnel deployed by it at Munger University, Munger and its locations within Bihar. The 'Client' shall have no liability in this regard.
3. Munger University, Munger Principal Employer is committed to pay the amount for the each person engaged through the agency [Immediate Employer] as the staturoty wages plus other statutory claims stipulated by related Laws of the Land like Minimum Wages Act etc. in favour of employee in a manner deemed fit to ensure compliance of these laws.
4. Licenses if any required for Security Services at the site will be made available by the Agency.
5. The 'Agency' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed on Munger University. Monthly payment to the Agency will be reimbursed by the Client only after detailed bill submission with documentary evidence of full

stipulated payment in favour of each engaged personnel along with all statutory payments. Client will additionally pay commission amount of the agency.

6. In case Client and/or any concerned statutory authority finds that amounts paid in favour of the employee is less than statutory provisions, the same will direct the agency to pay the balance amount in favour of employee and get it reimburse if due from the Client.
7. Irrespective of non-payment or delay in payment of previous monthly bills raised by the agency for whatsoever reason, agency will regularly monthly pay to the employees their last month take home salary and duly deposit their statutory deposits on or before 7<sup>th</sup> day fo the current month. If the agency fails to pay said monthly wages to the employees till 7<sup>th</sup> day of current month, the agency may be penalized by the Cloient for an amount not less than five thousand per instance. If the agency fails pay the employees even till the last day of current month, Client may even terminate the contract with 30 dsys' notice. Repetitive delay in payment by the agency may attract blacklisting of the same too. Decision of Client in this regard will be held supreme and unchallengeable.
8. Any deliberate violation of any clause of contract or any terms and conditions mentioned anywhere in this tender document or suppression of facts will attract termination of contract without any reference or any notice period. In such cases the Client may choose to impose penalty up to 10% of the total annual value of contract or termination with penalty also.
9. In normal circumstances if any party wants to discontinue the contract at their sweet will, the same can be terminated by giving one-mongh notice on either side.
10. Security deposit equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract) or Rs. 10,00,000/- whichever is higher in the form of Pay Order/Demand Draft of Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement/Contract.
11. Persons provided by the 'Agency' will not claim to become the employees of Munger University and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in Munger University, Munger.
12. Client reserves the right to adjust the wage. If any such adjustment is carried out reimbursable statutory liabilities will be revised accordingly. But there would be no increase in service charges payable to the 'Agency' during the contract period.
13. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
14. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the sam. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.
15. In case of any dispute between the 'Agency and 'Client' shall have the right to decided. However, all matters of jurisdiction shall be at the local courts located at Munger.

16. In case of any dispute between both parties, before going to court channel of arbitration will be exhausted first as per Arbitration Act. For the purpose arbitration process will be carried out through sole arbitrator appointed by the Client.

THIS AGREEMENT will take effect from ..... day of ..... And shall be valid for one year.

IN WITNESS WHERE both the parties here to have caused their respective common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Patna in the presence of the witness :

For, and no behalf of the 'Agency'

For, and no behalf of Registrar, Munger University

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp/Seal of the 'Agency'

Stamp/Seal, Munger University, Munger

SIGNED, SEALED AND

SIGNED, SEALED AND DELIVERED

DELIVERED

By the said.....

By the said .....

Name :

Name :

On behalf of the 'Agency' in

On behalf of Munger University, Munger

Presence of presence of

Witness

Witness