



## YMCA UNIVERSITY OF SCIENCE AND TECHNOLOGY

(A STATE UNIVERSITY ESTABLISHED VIDE STATE LEGILATIVE ACT NO. 21/2009)

&

(RECOGNISED UNDER SECTION 12(F) & 2(B) OF UGC ACT, 1956)

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### NOTICE INVITING TENDER

Sealed tenders on behalf of the University are invited under two bid system i.e. **“Technical Bid” and “Financial Bid”** from registered, reputed and financially sound Companies, Firms and Cooperative Societies for providing various services through Outsourcing for a period of one year which can be extended further on the same terms and conditions with the mutual consent of both the parties. Service Provider agencies having at least three years experience in the field and valid license from Labour and / or the concerned departments of the State/Union Territory and also having ESI/ EPF, Service Tax and PAN/GIR Nos. from the concerned departments of the Government for providing manpower shall be eligible. The interested parties should send their offers in the specified performa, which can be obtained from the Purchase section of the University at a cost of Rs. 2000/- or by downloading it from the website **www.ymcaust.ac.in**, along with Earnest Money of Rs. 25,000/- in the form of Demand Draft in favour of the Registrar, YMCA University of Science and Technology, Faridabad, Haryana payable at Faridabad so as to reach the University office latest by **15-05-2016 at 11:30 AM**, duly super scribed on envelopes **“Technical Bid” and “Financial Bid”-Tender for providing Manpower.** The Technical Bids will be opened on the same day **at 2.30 PM** in the presence of bidders who may like to be present. The Registrar has the right to accept or reject any/ all tender (s) without assigning any reason.

The detail is as below:

Tender No.	Name of the work	Tender document cost Rs.	EMD in Rs.	Date of submission of bids	Date of opening of Techno-commercial	Duration of contract
YMCAUST/2016-17/OSC/01	Providing various services/manpower through outsourcing	2000/-	25,000/- (Twenty Five Thousand only)	15-05-2016 up to 11:30 AM	15-05-2016 at 02:30 PM	One year

Registrar

YMCA University of science and Technology

Faridabad -121006, Haryana

## **1.0 DEFINITIONS**

'University' means YMCA University of Science and Technology, Mathura Road, Sector-6, Faridabad (HR)-121006, and shall include its all administrative and academic departments.

'Contractor' means successful bidder for providing housekeeping services.

'Officer-in-Charge' means Chairman (outsourcing committee) and/or Human Resource designated as such by the University and authorized to act for and on its behalf.

## **2.0 SCOPE OF WORK**

The work pertains to providing various services/manpower as mentioned in the Annexure-II under Financial bid section

## **3.0 Eligibility criteria:-**

The eligibility criteria will be as under:-

- a) The bidder should have a minimum experience of three years of providing similar services in Central / State Government Departments/Organizations.
- b) The bidder should not have been blacklisted by any Central / State Government Department / Public Sector Undertaking / Board / Corporation etc.

**Note: Preference will be given to those providing similar services through outsourcing to other Govt. Universities.**

## **4.0 Instructions to the bidders**

(i) Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five thousand Only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Pay Order/Demand Draft of any Scheduled Bank drawn in favour of Registrar, YMCA University of Science and Technology, Faridabad, Haryana. Bids from the Registered Cooperative Societies will also be accepted along with EMD as per State Government instructions. Tenders not accompanied by EMD of the requisite amount will be summarily rejected.

(ii) The successful Bidder will be required to deposit performance security of Rs. 1.00 lac within a period of 07 days from the date of issue of letter of offer by the University. If the selected bidder, after award of contract, fails to perform the assigned work, his security with the University, will be forfeited. The Performance Security deposit of the service provider will be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and violation of any terms and conditions of the contract as stipulated in the Bid document. Refund of Performance Security Deposit is subject to full and final settlement of the final payment for the work contracted/executed under the contract. No interest will be paid to the service provider on the Performance Security Deposit.

(iii) **The Technical Bid and Financial Bid should be submitted in separate envelops, duly sealed and adequately super scribed.**

(iv) The Bidder will submit the Technical Bids and Financial Bids strictly as per the format enclosed at Annexure 1 and 2 respectively.

(v) The conditional bids will not be considered and will out rightly be rejected.

(vi) Since, the University is based at Faridabad, Haryana, therefore, the Services will be availed on D.C rates as prescribed by D.C Faridabad with applicable ESI & PF contribution applicable from time to time. TDS and other statutory liabilities and benefits available to the employees under various statutory norms as applicable in Haryana, are payable by the service provider.

(vii) Each page of the tender form and its enclosures should be given the page No. and signed by the Tenderer as a token of acceptance of terms and conditions of the tender, in the absence of which the tender will be treated as invalid.

(viii) The bidders are required to enclose photocopies of the following documents duly self attested, along with the Technical Bid failing which the Technical Bid will be summarily/ out rightly rejected:-

(a) Certificate of satisfactory performance from departments/organizations where similar services have been provided by the bidder during last three years, along with details in following format:

Name of the Organisation	Duration of providing services	Turnover from the concerned Organisation
	<b>From</b>	<b>To</b>

(b) Copy of Registration Certificate with appropriate Registration Authority.

(c) Copy of Certificate of Registration under Contract Labour (Regulation & Abolition) Act.

(d) Copy of PAN/GIR Card.

(e) Copy of EPF Certificate.

(f) Copy of ESI Certificate.

(g) Copy of Service Tax Registration Certificate.

(ix) All entries in the Tender Form should be legible and filed clearly, neatly and accurately. Any alteration, erasing or over-writing would make the tender invalid unless the same are neatly carried out and attested.

(x) If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.

(xi) The envelope containing the Technical Bid will be opened first on the scheduled date **15-05-2016 at 2.30 PM** in the presence of the representatives of the bidders, who wish to be present on the spot at that time. Necessary clarifications, if any, required by the

University will be furnished by the Tenderer within the time given by the University for the same.

(xii) Financial Bids of the technically qualified/eligible Bidders only will be opened on a date and time to be notified later informed on the website, in the presence of shortlisted bidders or their authorized representatives.

(xiii) In case the date fixed for opening of bids is subsequently declared as holiday by the Government, the bids will be opened on next working day at the same time and venue.

(xiv) The University reserves the right to accept or reject any/all bids without assigning any reason.

(xv) The selected bidder will have to execute an agreement on stamp paper of appropriate value.

## **5.0 Terms and conditions**

(i) The contract is likely to commence from 1<sup>st</sup> June, 2016 or such date as may be decided by the University and would continue till the expiry of one year from such date. The period of the contract may be extended after the completion of aforesaid period on the same terms and conditions with the mutual consent of both the parties.

(ii) At present, the University is availing various services being provided by the Outsourcing agency through around 80 persons. The contractor should be capable to the same services.

(iii) Based on the requirement of the University, the number of manpower may be reduced/ increased from time to time.

(iv) The Service provider will not employ any person below the age of 18 years.

(v) The service provider will obtain an affidavit from the persons so provided to the University that he/she will have no right to get regularize his/her services in the University or any other claim before providing the service of the workers to the University.

(vi) All the staff deputed in the University should always be in neat and clean uniform provided by the service provider. In case an employee of the service provider is not found in proper uniform, the University reserves the right not to allow such person within the premises. The service provider will supply the complete uniforms to the staff in consultation with the University within 7 days from the date of entering into contract.

(vii) All the persons engaged by the service provider should be healthy, physically fit and free from communicable diseases.

(viii) The antecedents of the personnel deployed by the service provider will be above the board.

(ix) The staff deployed will be issued identity cards by the service provider which will be required to be displayed at the time of duty. In case of pilferage, theft/breakage, the service provider will be responsible. The University will be at liberty to deduct the amount

of such loss from the service provider after holding an enquiry. The decision of the University authority to this effect will be final and binding.

(x) The staff so deployed will not be changed by the service provider without the approval of the University. The service provider will ensure that no person is deployed on double duty, except in emergent circumstances with the prior approval of the University.

(xi) The Service provider will depute a coordinator, who would be responsible for interaction with the University so that optimal services of the persons deployed by the service provider could be availed without any disruption.

(xii) The Service provider will be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The University will, in no way, be responsible for settlement of such issues whatsoever. The University will not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the service provider in the course of their performing the functions/duties, or for payment towards any compensation.

(xiii) The persons provided to the University by the service provider will always remain employees of the service provider for all intents and purposes, and the service provider alone will be liable for any dispute which may have any sought of legal repercussions in a court of law.

(xiv) The service provider will communicate the name, parentage, residential address, date of birth, academic qualifications, previous experience etc. along with a photograph of the persons deputed, to the University.

(xv) In case work or conduct of the deployed manpower is found unsatisfactory he/she will be sent back without assigning any reason. The service provider will be liable to provide his/her replacement on demand within 24 hours.

(xvi) The service provider will be responsible for the attendance of his staff in the University. In case any staff of the service provider remains absent or granted leave by the service provider he will send/arrange his/her substitute; otherwise a penalty @ Rs.50/- per person per day will be imposed on him, in addition to marking of absence of the person. The penalty so imposed will be deducted from the bill of the service provider for the absence period.

(xvii) In case of inability of the service provider to depute manpower in the University, the same will be got done from the market at the cost of service provider and the expenditure so incurred will be deducted from the bill of the service provider.

(xviii) In case of emergency, the service provider will be required to depute extra hands without any extra charges.

(xix) The University authorized representative will be at liberty to check, any time, deployment of staff by the service provider.

(xx) The service provider will be responsible for obtaining a license/renewing the license, as the case may be, from the Licensing Authority under the Contract Labour (Regulation

and Abolition) Act and the University will not be responsible for any damages/losses on this account.

(xxi) The service provider should have been registered with PF authorities and have his own PF code No. under the PP Act and MP Act, 1962.

(xxii) The service provider will be responsible for compliance of all statutory provisions relating to Payment of wages, Provident Fund, Employees State Insurance, Maternity Benefit and other labour laws in respect of the persons deployed by it in the University.

(xxiii) The service provider will be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the University to the concerned authorities from time to time as per extant rules and regulations in the matter, except the service tax which shall be paid by the University.

(xxiv) In case the service provider fails to comply with any statutory duty/liability under appropriate law, and as a result thereof, the University is put to any loss/obligation, monetary or otherwise, the University will be entitled to get itself reimbursed out of the outstanding bills and the Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms. If any amount is still required to be recovered, the same will recovered through process of Law.

(xxv) The service provider will maintain all statutory registers under the applicable Laws. The service provider will produce the same, on demand, to the concerned authority of this office or any other authority under Law.

(xxvi) The service provider will raise invoice/bill per month and submit the same to the University by 5th of the following month. The service provider will submit, with his monthly bill, a detailed wages sheet showing list of workmen with their names, no. of days worked during the month, wages admissible, EPF/ESI deductions, net amount payable to each employee, signature of workmen as a token of proof that the wages as shown in the wages sheet have been disbursed to the workmen and a copy of challan showing deposit of EPF, ESI and service tax in respect of previous month.

(xxvii) The service provider will be responsible for the payment of statutory liabilities such as EPF/ESI in respect of the manpower deputed by him and service tax as per the prescribed schedule, every month, irrespective of the date of payment by the University.

(xxviii) The payment for successive month will be released on receipt of the evidence of deposition of EPF/ ESI in the workers' accounts for the previous month. If the service provider does not produce satisfactory evidence regarding deposition of EPF and ESI dues, the University will withhold payment or will recover the interest loss to the manpower with the consultation of the authority competent.

(xxix) The service provider will disburse the wages to the persons deputed in the University's premises in the presence of a person authorized by the University on or before the 7th of the successive month failing which penalty @ Rs. 500/- per day will be imposed up to 15th of the month and the contract will be liable to be terminated.

(xxx) The Tax Deduction at Source (TDS) will be deducted as per the provisions of Income Tax Laws, as applicable from time to time and a certificate to this effect will be provided to the service provider by the University.

(xxxi) No payment will be made in advance by the University nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

(xxxii) The service provider's responsibilities under this contract will commence from the date of issue of the letter of offer accepting the tender.

(xxxiii) The service provider would be required to commence the work immediately after receipt of letter of officer.

(xxxiv) The successful tenderer will be required to sign the agreement within 10 days from the date of letter of offer.

(xxxv) The service provider will not be allowed to transfer, assign, pledge or sub contract his rights and liabilities under this contract to any other agency/person without the prior written consent of the University.

(xxxvi) In case the service provider discontinues the contract before the expiry of the period his security will be forfeited.

(xxxvii) The University reserves the right to terminate the contract at any time after giving one month's notice to the service provider.

(xxxviii) The contract can be terminated at any time by the University due to deficiency in service by the service provider.

(xxxix) In case any dispute arises during the currency of the agreement, the same will be subject to the arbitration by the Registrar of the University whose decision will be final and binding on both the parties.

**Tender for Supply of Man Power for various Services through Outsourcing  
in YMCA University of Science and Technology, Faridabad, Haryana**

**TECHNICAL BID**

(To be submitted in a separate sealed envelope)

1. Name of Tendering Company/Firm/Coop Society \_\_\_\_\_

(Attach attested copy of certificate of registration)

2. Full address of Reg. Office

Telephone No. \_\_\_\_\_ Mobile \_\_\_\_\_  
FAX No. \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

3. Full Address of Operating/Branch Office:

Telephone No. : \_\_\_\_\_ FAX No. \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

4. Name and details of the person to be contacted:-

Name-

Designation-

Tel No. –

E-mail-

Fax No-

5. Details of Earnest Money Deposit : Rs. \_\_\_\_\_

Pay Order/D.D. No. & Date: \_\_\_\_\_

Drawn on Bank: \_\_\_\_\_

6. PAN/GIR No. \_\_\_\_\_

(Attach attested copy)

7. Date of issue of certificate of registration under the Contract Labour (Regulation and Abolition) \_\_\_\_\_

(Attach attested copy)

8. Service Tax Registration No. \_\_\_\_\_

(Attach attested copy)

9. EPF Registration No. \_\_\_\_\_

(Attach attested copy)

10. ESI Registration No. \_\_\_\_\_

(Attach attested copy)

11. Certificates of satisfactory work of similar nature from departments/organizations, during last three years are attached.

12. I/We certify that I/We have read the terms and conditions as given in the tender document. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this service agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed under the minimum wages Act, 1948 along with all other statutory dues as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance etc to his employees. I/We further undertake that I/We will observe compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, State /UT Contract Labour/(R&A) Rules, 1974, EPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or Rules framed there under from time to time by the Central or State Government(s) and or any authority constituted by or under any law, for the category of persons deployed by me/us.

It is further certified that I/We have read over the tender documents and have understood the contents. I/We undertake to abide by the terms and conditions as laid down in the tender document in case the contract is awarded to me/us.

It is further certified that the bidder or any of its partners has not been black listed/prosecuted by any Central/State/UT Department/Statutory Body or by any Court of Law.

Place: \_\_\_\_\_

Signature of Tenderer\_\_\_\_\_

Date: \_\_\_\_\_

Name of the Tenderer\_\_\_\_\_

Address \_\_\_\_\_

Note: All copies of documents should be self-attested. The original documents should be produced at the time of opening of the Technical Bids.

**ANNEXURE-2****Tender for providing various services to the YMCA University of Science and Technology, Faridabad, Haryana on Outsourcing basis****FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

Name and Address of Bidder:

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After having read and understood the terms and conditions of the tender, I/We hereby submit our financial bid as under:

Nature of outsourcing services	Rate	Service charge to be quoted in % (up to max 2 decimal points)	
		In Fig	In words
Under different Categories of Unskilled, Semi-skilled, Skilled & Highly skilled (Peon/Helper, Attendant, Clerk cum DEO, Mali, Sweeper, Plumber, Mason, Grounds man, Dispensary attendant, Steno, Driver, Cook cum attendant, Waiter, Supervisor, Matron, Lady Guard, Cook, Lab Instructor)	Basic Rate to be applicable as defined by D.C Faridabad from time to time along with prevailing ESI, PF Contribution	.....	

Date: \_\_\_\_\_

Signature &amp; Seal of the Tenderer

Place: \_\_\_\_\_

Name: \_\_\_\_\_