



TENDER NOTICE

HIRING SERVICES OF AGENCY

for

DEPLOYMENT OF MANPOWER ON OUTSOURCING BASIS

Schedule for processing of the Tender:

Tender No. and Dated:

**Tender No.12/03/2021/MGCUB
dated 23rd March 2021**

Date of Commencement for issue of Tender:

23rd March 2021 (Tuesday)

Last Date for submission of Tender :

12th April 2021 (Monday) (3:00 PM)

Date of Opening of **Technical Bid** :

13th April 2021 (Tuesday) (11:00 AM)

TENDER NOTICE FOR HIRING SERVICES OF AGENCY FOR DEPLOYMENT OF

MANPOWER ON OUTSOURCING BASIS

1. **About University:** The Mahatma Gandhi Central University is a new Central University established by an Act of the Parliament. The University became functional w.e.f. 3rd. February 2016 with the assumption of charge by the First Vice-Chancellor. At present, the University is operating from its Campuses at different following locations within the Motihari City:
Gandhi Bhavan, Bankat, Motihari,
Chanakya Parisar, Zila school, Motihari,
Deen Dayal Upadhyay, Chandmari, Motihari,
Ambedkar Administrative Building, Ragunathpur, Motihari,
Kasturba Gandhi Mahila Chatravas, Hawaii Adda Chowk Motihari,
Honorable Vice Chancellor Avas, Kuwari Devi Chowk, Motihari.
2. For providing **services of Male & Female Security Guards (Armed & Unarmed Guards), Data Entry Operators (DEO), Plumber, Electrician, Carpenter, Cook, Driver (for Light and Heavy Vehicles), Mali, Painter & Multi-Tasking Staffs (MTS) for House Keeping Services including official jobs etc.** at various locations in Motihari, the University invites offers in sealed envelope under Two-Bid System (**Part - I:** Technical Bid and **Part - II:** Financial Bid) from eligible Private Security Agencies (PSA) registered under Private Security Agencies (Regulation) Act 2005 (PSARA 2005) as applicable in State of Bihar and amended from time to time, having their own Offices in major Cities/Towns.
3. Tender Forms can be downloaded from the University website (www.mgcub.ac.in – **Main Page – Tender**).
4. Demand Draft amounting to **Rs.5,000/- (Non-Refundable)** in favor of “**Mahatma Gandhi Central University**” payable at **Motihari**, as tender fee, needs to be appended along with the Offer. This is exclusive of Earnest Money Deposit (EMD).
5. All conditions and parameters will be evaluated with reference to the supporting documents submitted by the tendering firm along with the Tender Documents. The University reserves the right to reject any/all applications without assigning any reason whatsoever.
6. Name of the Work/Services: “**Hiring Services of Agency for Deployment of Manpower on Outsourcing basis**”.

7. **IMPORTANT DATES:**

Tender No. and Dated: **Tender No.12/03/2021/MGCUB
dated 23rd March 2021**

Date of Commencement for issue of Tender: **23rd March 2021 (Tuesday)**

Last Date for submission of Tender : **12th April 2021 (Monday) (3:00 PM)**

Date of Opening of **Technical Bid** : **13th April 2021 (Tuesday) (11:00 AM)**

IMPORTANT NOTE: Any offer received after the schedule date and time shall not be entertained in any circumstances.

Address for submission of tender documents:

**OSD (Administration)
Mahatma Gandhi Central University
Camp Office, Near O.P. Thana, Raghunathpur
Motihari – 845 401, District – East Champaran
Bihar (INDIA)**

8. **SCOPE OF THE WORK:**

Deployment of approximately 01 Supervisor, 04 Drivers, 04 Cook, 06 Armed Guards, 20 Unarmed Guards (Male & Female), 01 Electrician, 09 Data Entry Operators, 10 Sweepers and 20 Multi-tasking staffs (*Housekeeping staffs, Office Attendant, Mali etc.*) at University Campus/Offices/Hostel (*Boys & Girls*) and other points identified by the authority of the University.

SCOPE OF THE WORK:

- a. The successful bidder will be required to submit the Security Deposit of **Rs.20 lakh** in the form of Bank Guarantee valid for one year after the currency of agreement in favour of '**OSD Administration, MGCUB, Motihari**'. The Bank Guarantee and Agreement will be required to be submitted within one month of the award of contract. In case the job contract, based on the performance of the manpower or whatsoever any reasons, is extended/reviewed on the initial terms and conditions, the Bank Guarantee submitted to the University will be renewed accordingly.
- b. The Bank Guarantee can be forfeited in the event of termination of contract on account of violation of any of the terms and conditions. The Bank Guarantee will be returned six months after successful completion of the contract and settlement of all

- the dues, if any.
- c. All services shall be performed by persons qualified and skilled in performing such services as per the requirement of the University in respect of different categories of manpower. It is clarified that as per need and on the receipt of the requirement from the University, the selected firm will be liable to provide specific manpower within 7 working days.
 - d. The agency/service provider shall engage such number of required employees as required from time to time. The said employees engaged by the agency/ service provider shall be the employees of the agency/service provider and it shall be agency/service provider's duty to pay salary and other dues as applicable every month. **They shall not be employee of the University and have no claim whatsoever against the University. The persons provided by the agency shall not claim any benefit/ compensation absorption/ regularisation of the services in the University. An undertaking from the person to this effect will be required to be submitted by the agency to MGCU at the time of deployment.**
 - e. The employees to be provided by the agency/service provider may have to work at different campuses of MGCUB.
 - f. The tentative required manpower will be broadly categorized in four category viz.: unskilled, semi-skilled, skilled and highly skilled or any other position as and when required.
 - g. The qualification of the above category will be as under:
 1. *Unskilled : High School or equivalent*
 2. *Semi-skilled : Graduate IInd Class and required proficiency*
 3. *Skilled : Graduate IInd Class and knowledge of Computer as also typing proficiency with speed at 30 word per minute.*
 4. *High Skilled: As per requirement with experience in relevant fields.*
 5. For Any Other positions: The eligibility conditions and rate of payment will be decided by the University on case to basis.
 6. The rates (monthly wages) for each category will be strictly according to the rates as notified by the University administration. In addition to this EPF, ESIC (Employer's contribution) as per rules will be reimbursed.
 7. Working hours of the deployed staff will be as per Government of India norms and as per requirement at the workplace.
 - h. Either party can terminate the agreement by giving 1 (one) month notice in advance. If the agency fails to give 1 (one) month notice in writing for termination of the agreement, then Performance Bank Guarantee (PBG) will be forfeited.
 - i. That on the expiry of the agreement, unless extended formally, (for how long) the

agency will withdraw all its personnel and clear their accounts by paying them all their legal dues.

- j. In the event of any dispute arising touching any of the clauses of the agreement, the matter will be referred to the competent authority of MGCU, whose decision shall be final and binding on both the parties.
- k. The personnel of the agency/service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent.
- l. The successful bidder shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- m. The successful bidder will have to provide the details of a single point of contact who should be contactable by the designated person of the University to answer any queries and resolve issues. He should be empowered to take decisions. Preferably they should have an office within a radius of 1 km of the University.
- n. The University reserves the right to increase or decrease the number of Outsourced Staff as per its requirement from time to time.

9. **TWO BID SYSTEM:**

The Tender documents should be submitted containing **three sealed and signed envelopes** as per the details given below:

- i. One envelope should contain (a) Processing Fee/Tender Fee (non-refundable) of Rs.5,000/- (Rupees Five Thousand) only and (b) Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five Lakh) only. Both Processing/Tender Fee and EMD should be in the form of separate Demand Drafts drawn in favor of "**Mahatma Gandhi Central University**" payable at **Motihari, Bihar**. The envelope should be super scribed as "**TENDER FEE & EMD**".
- ii. **Part - I (Technical Bid):** The second envelope should contain the required documents (as per **ANNEXURE – I & II**) and should be super scribed as "**PART - I: TECHNICAL BID**".

- iii. **PART - II (Financial Bid):** The third envelope should only contain the information as per ANNEXURE - III. The envelope should be super scribed as “**PART - II: FINANCIAL BID**”.

In the Financial Bid, the Service charge, in percentage only, should be clearly mentioned in figures and words. The Service Charge will remain un-changed during the period of Agreement Contract. In case of over-writing the quotation is liable to be rejected. The Service Charges should be realistic, and cost based to enable to meet the Salary of Officials (*as per rates approved by the Government of India from time to time*) deputed at University Campus for day-to-day monitoring of the outsourcing staff.

The cover containing all the aforesaid **three sealed and signed envelopes** should be super scribed as “**TENDER FOR HIRING AGENCY FOR DEPLOYMENT OF MANPOWER ON OUTSOURCING BASIS**”. The agency’s name should also be visible on all the sealed covers.

IMPORTANT NOTE: The Tender Documents complete in all respect along with requisite fee should reach the University at its address (*as mentioned at Sl. No. 7 on pre-page*) on or before **12th April 2021 (Monday) (3:00 PM)** positively.

10. **EARNEST MONEY DEPOSIT (EMD):**

EMD of **Rs.5,00,000/- (Rupees Five Lakh)** only in the form of a Demand Draft issued in favor of “**Mahatma Gandhi Central University**” payable at **Motihari** must be submitted along with the Technical Bid in addition to Tender Fee. Offers not accompanied with EMD of Rs.5,00,000/- will not be entertained/considered under any circumstances. No interest will be payable on the Earnest Money Deposit by the University. Bank Guarantee in place of EMD will not be accepted. The EMD will be refunded to the unsuccessful bidders without any interest after completion of tendering process.

11. **REQUIREMENT FOR TECHNICAL BID:**

The Technical Bid should be completed in all respects and contain all information asked for in this document along with documentary proof. **It should not contain any price/rate information.** The Technical Bid should comprise of the following:

- (i) Private Security Agency (PSA) profile as per ANNEXURE - I.
- (ii) Technical Bid (ANNEXURE - II).

- (iii) DD of Rs.5,000/- (Rupees Five Thousand) only (**Cost of Tender Form**).
- (iv) Self-attested copy of the Registration under EPFO.
- (v) Self-attested copy of the registration under ESIC.
- (vi) List of the clients and certificates issued by various clients towards proof of successful performance of the work.
- (vii) Copy of PAN/TAN card/GST Registration Certificate and Income Tax returns filed for the last three years ended 31st March 2020.
- (viii) Certified copies of Annual Reports comprising of Balance sheet and profit and loss account/income and expenditure account of the last three years ending 31st March 2020 i.e., for the period 2017-18, 2018-19 & 2019-20.
- (ix) The contractor/agency shall enclose a **Demand Draft of Rs5.00 lakh (Rupees five Lakh)** only drawn in favor of “**Mahatma Gandhi Central University**”, payable at **Motihari** towards **Earnest Money Deposit (EMD)**. This EMD shall be forfeited, if the contractor fails to commence the work as per the award letter for undertaking the job or in the event of withdrawal of offer during the validity period of offer or non-confirmation of acceptance of the order within the stipulated time after issue of the work order by the University.
- (x) Incomplete Tenders and Technical Bids received without EMD/Insufficient EMD and after due date for receipt of Tenders shall not be considered and liable to be rejected. Incomplete tenders shall also be liable for rejection.

Important Note:

The technical bids which do not meet the pre-qualifying criteria and other information/details required as stated above be liable for rejection.

12. BIDDER'S ELIGIBILITY CRITERIA

- I. (a) The agency must have valid labor license, as on last date of submission of bid, from competent authority authorized to issue the license under the provisions of Contract Labor Act, 1970 and Contract Labor Central Rules, 1971. (Upload copy of the relevant certificate (s))

- (b) The agency must comply with the statutory requirements, such as registration with ESI, EPF, PAN and GST, etc. (Copy of relevant certificate should be uploaded.) The agency must have been in existence and in business for the last five financial years (i.e., from April 2015 to March 2020). (Upload copy of relevant certificates, registration details,

etc.)

- II.** The agency should have successfully completed at least three contracts of providing manpower to Departments / Universities / Institutes / Central and State Autonomous Organizations / Public Sector Undertakings of Government of India and / or State Government during the last five (5) years (i.e. between April 2015 to March 2020) for similar nature of work (for example Assistant, Data Entry Operator, MTS, Attendant, etc.). These contracts should fulfill at least any one of the following conditions:
- a.** At least one contract of the annual value exceeding Rs. 4.0 crores and the other two contracts each of the annual value of not less than Rs. 2.00 crores, or
 - b.** Two contracts of annual value of Rs. 3 crores each and one contract of annual value not less than Rs. 2.00 crores, or
 - c.** One contract of the annual value of Rs. 3.00 crores and the other two contracts each of annual value of not less than Rs. 2.5 crores.
 - d.** Out of the above-mentioned contracts, one contract must be of providing minimum 250 nos. and the other two of providing minimum 100 nos. each of manpower of similar nature of work (for example Assistant, Data Entry Operator, MTS, Attendant, etc.). (Copy of the agreement / work order must be attached along with good performance certificate of the concerned clearly mentioning number of manpower deployed and annual value of agreement / work order).
- III.** The agency must have at least 300 nos. or more workers continuously on its roll for the last three months. (Upload copy of EPF challan)
- IV.** The agency must have sound financial stability with an average annual turnover of Rs. 8 crores in preceding three financial years (i.e., 2017-18, 2018-19, 2019-20) in similar nature of services (for example Assistant, Data Entry Operator, MTS, Attendant, etc.). The agency should not be in deficit mode during these years. (Copy of the turnover certificate issued by the Chartered Accountant along with audited profit loss statement and ITR certificates with matching PAN No. of agency must be uploaded.)
- V.** The solvency certificate of minimum of Rs 25 lakh issued by the Nationalized / Scheduled Commercial Bank in favor of the concerned agency must be uploaded.
- VI.** The agency should not have been blacklisted by any Government or Semi Government Department or any PSU or any other Organization. Also, the agency should not have any statutory dues of Government of India and / or State Government. (An affidavit on Rs. 100 non-judicial stamp paper duly notarized must be uploaded along with the tender document. Also, this affidavit in original must be sent by post along with EMD)
- VII.** The agency having experience of providing only Security Services is not eligible for Tendering.

VIII. The agency must mark page number on each page of its technical documents and put signature of authorized signatory on each page.

IX. The documents scanned and uploaded should be legible and readable. The unclear scanned documents shall not be considered. No, correspondence in this regard shall be entertained / made by the University.

NOTE: Non-compliance of above eligibility criteria may disqualify the bidders from the tender exercise.

13. BID EVALUATION CRITERIA AND SELECTION PROCEDURE:

The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as wages for leave reserve as well as salary slip, Maintenance of record, stationery, local office expenses all kind of taxes etc., The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected. A two-stage procedure shall be adopted in evaluation the proposals. The selection will be done using Quality cum Cost Based Selection (QCBS) process or as decided by technical cum evaluation committee after the last date of the tender.

The technically qualified bids will only be considered for opening and evaluation of financial bids.

The technical bids will be opened by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD /Tender fee /Affidavits, etc uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.

In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bids online and opening of bids online will be the following working day at the appointed times.

Cartel Formation and Quoting Prices in Pool - Tenderers may note that Offers of such firms who resort to unethical practice of cartel formation and quote prices in a pool shall be rejected and the parties so shall also not be considered for award of any contract for the next two years in this University.

The firm must give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that the firm is not providing the same services at lower rates quoted in this tender to any Government/Private organization or any other institution during past one year, as per "FALL CLAUSE". Further, if at any time during the currency of Contract period, the firm decreases the agency commission to any other firm or Govt. Organization Central or State or any statutory undertaking of the Central or State

Govt. as the case may be, at a price lower than the price chargeable under the contract, it shall forthwith inform such reduction to the OSD Administration and the commission payable under the contract for services after the date of coming into force of such reduction shall stand correspondingly reduced. However, if it is discovered later that the firm failed to inform the University about the reduction in the commission and continues to charge higher rates, **is liable to be deducted from E.M.D. Furthermore, such firm is liable to be debarred from doing any business with the University in future.**

The firm must give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/- that there is no vigilance/CBI /FEMA case pending against the firm/supplier.

At any time prior to the date of submission of bid, OSD Administration, MGCUB, may, for any reason whether at his own initiatives or in response to a clarification from prospective bidder modify the bidding documents by an amendment. All prospective bidders/ tenderer who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. To provide reasonable time to take the amendment into account in preparing the bid.

OSD Administration, MGCU, may at his discretion, extends the date and time for submission of bids.

The tendered rates and the validity of bids shall be for a minimum period of four years from the date, as the tender are finalized /awarded.

Payments shall be made after satisfactory execution of the order in satisfactory condition on bill basis on conclusion of the calendar month only based on duties performed by each person during the preceding month. However, The Service Provider shall ensure that the salary to the persons so employed is made by 7th day the succeeding month.

MGCU shall deduct TDS for income tax, surcharges and Education or another Cess if any at source under section 194-C of the income tax Act. 1961 from the contractor at the prevalent rates as per instructions issued by Govt. of India from time to time.

MGCU reserves all rights to make any changes in terms and conditions of the tender.

The Vice Chancellor, MGCU. or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned. Jurisdiction in all dispute's suits will be in court of Motihari.

For any clarification and further details contact via **email osdadmin@mgcub.ac.in**

Approximate number of persons to be hired during the tenure of contract period of one years as per existing position is 75 **approximately**. Fresh posts can be added, and existing posts can increase or decrease depending upon requirement and fresh criterions.

To avoid complications in future dates the University reserve the rights to reject any or all bids without assigning any reasons therefore including quoting of unworkable rates in a bid to grab the contract unethically.

14. PENING OF OFFERS:

Technical Bid offers will be opened on **13th April 2021 (Tuesday) (11:00 AM)**. The Tenderers/ their authorized representatives may be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the Tenderers for deputing their representatives. The Technical Bid Offers will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present. **The Financial Bid of only technically qualified Bidders will be opened. Date of Opening of Financial Bid will be announced later on the University Website.**

15. PERIOD OF CONTRACT:

The contract will be initially for a period of **two years** which may be extended for further period of one year based on performance and with mutual consent. However, the University reserves the right to decide initial period for assigning the contract for less than two years without assigning any reason.

If required, the selected Agency shall be liable to continue its services to the University till engagement of new agency even after completion of their contract period.

16. PERFORMANCE SECURITY:

The successful bidder shall furnish a **Performance Security Deposit of Rs.5.00 lakh (Rupees Five lakh)** only in the form of an **Account Payee Demand Draft** drawn in favor of "**OSD (Administration), Mahatma Gandhi Central University**". The Security Deposit shall be forfeited by the University for non-compliance of terms and conditions of the agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the service provider or non-compliance with any of the requirements of the labor laws such as failure to deposit of EPF, ESI etc., amounts with respective statutory authorities within stipulated time. The Security Deposit will be refunded to the Contractor within two months of the expiry of the agreement contract period only on the satisfactory performance of the Contractor. No interest shall be payable on the said amount of Security Deposit.

17. PAYMENT OF BILLS:

Payment to Service Provider shall be made on monthly basis. Bill shall be submitted by the contractor after completion of every month duly enclosing therewith:

- (i) Pay slips of all the personnel deployed under the contract.
- (ii) Attendance certified by an officer authorized in this regard by the University.
- (iii) A separate challan showing proof of remittance of ESI and EPF in respect of personnel deployed under the contract for previous month to the respective authorities.
- (iv) Quarterly/half yearly and yearly returns required under various Acts. The University will release payment within 15 days from the date of the receipt of bills along with all the above necessary documents.

18. NO ERASURES OR ALTERATIONS:

Techno-commercial details must be filled up. Corrections should be made by cancelling and re-writing and such corrections should be counter-signed by the bidder.

19. PENALTY:

The University will be free to deduct the amount of penalty for any of the violations as shown in the table below:

Sl.	Violation	Amount of Penalty
1.	Payment of wages from 8 th to 10 th day of month.	20% of the payable one month's service charge.
2.	Payment of wages from 11 th to 15 th day of month.	50% of the payable one month's service charge.
3.	Payment of wages after 15 th day month.	80% of the payable one month's service charge.
4.	Delay/non-payment/under payment of yearly bonus.	100% of the payable one month's service charge.

Sl.	Violation	Amount of Penalty
5.	Non-compliance of any valid written directions of University.	100% of the payable one month's service charge.
6.	Non-payment or under payment of wages or other dues to the workers in their respective accounts including PF and ESI.	Forfeiture of Security Deposit and termination of contract.

20. OTHER TERMS AND CONDITIONS:

- 1) The service provider's personnel deployed should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this University. The service provider shall be responsible for any act of commission or omission or indiscipline on the part of persons deployed by him. The University shall reserve the right to decide and final screening of the candidates to be deployed considering the age, qualification, and experience etc.
- 2) The University may require the service provider to dismiss or remove from the site of work, any persons deployed by the service provider, who may be incompetent or for his/her/their misconduct or services being not required and service provider shall forthwith comply with such requirements/directions.
- 3) The service provider must provide Photo Identity Cards to the persons employed for carrying out the work. These cards are to be constantly displayed and their loss shall be reported immediately to the Service Provider for replacement.
- 4) All services shall be performed by persons qualified and experienced in performing such services.
- 5) The Service Provider shall replace immediately any of its personnel, if they are found to be unacceptable to the University because of security risk, incompetence, conflict of interest and breach of confidentiality, improper conduct, or any other reason upon receiving instructions from the University in writing or oral.
- 6) The University shall not be liable for any loss, damage, theft, burglar or robbery of any personal belongings, equipment or vehicles of the personnel deployed by the service provider.

- 7) **The service provider shall depute a Supervisor to take care of the functional requirements of deputed manpower who will report to the OSD (Administration)/Registrar. The wage of the Supervisor equivalent to that of a Lower Division Clerk of the University, will be borne by the University.**
- 8) The service provider shall not assign, transfer, pledge or subcontract the services to be provided without prior written consent of the University.
- 9) The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as these are confidential/secret in nature.
- 10) The service provider's personnel shall not claim any benefit/compensation/absorption/regularization of services with the University under the provisions of Industrial Disputes Act, 1947 and Contract Labor (Regulation & Abolition) Act, 1970. **An undertaking to this effect from the personnel engaged shall be submitted by the service provider to the University.**
- 11) The service provider shall ensure deployment of suitable personnel with proper background after verification by the local police, collecting proof of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw/remove such employees who are not found suitable by the University for any reasons, immediately on receipt of such request.
- 12) The character and antecedents of each personnel of the service provider shall be got verified by the service provider before their deployment and the whole responsibility in the matter will rest with the Service Provider.
- 13) The service provider agency shall ensure proper conduct of the personnel deployed in University campus and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc.
- 14) The personnel deployed by the service provider shall be the employees of the service provider and it shall be the duty of the service provider **to pay their wages every month as per the Minimum Wages Act** (*as per rates approved by the Government of India from time to time*) **by the Seventh day of the following month without linking the payment to be received from the University.**

- 15) Any statutory requirement in respect of each personnel of the service provider will be the sole responsibility of the Service Provider.
- 16) Working hours would be normally 08 hours per day during working days excluding half an hour lunch break. However, the concerned person may have to work beyond office hours, in the exigencies of work.
- 17) The deputed personnel may be called on Sundays and other Gazetted holidays, if required.
- 18) The service provider shall provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the University. The service provider shall provide a substitute well in advance, if there is any probability of a person leaving the job due to his/her own personal reasons.
- 19) The Service Provider shall ensure that individual Bank Accounts of members are opened in their respective names and all payments shall be made through e-transfer only as per the minimum wages notifications issued by Regional Labour Commissioner from time to time. Payment in cash is totally prohibited. **A certificate that the wages have been paid in accordance with the said notification should invariably be furnished by the contractor every month along with the monthly bill to the University.**
- 20) The Service Provider shall be available for contacting at all times. Message sent by E-Mail/Fax from University to the service provider shall be acknowledged immediately on receipt on the same day.
- 21) The Service Provider must maintain EPF account of his personnel deployed under the contract.
- 22) The Service Provider shall assist the new workers in the opening of EPF/ESI account and bank account.
- 23) The Service Provider shall be responsible for any queries from the Regional/Assistant Labor Commissioner on issues related to EPF/ESI etc.
- 24) The Service Provider shall submit the challan and documentary evidence in support of proof of deposit of EPF/ESI amounts, both employee's and employer's share, in respect of individual workers engaged for the University and shall entertain queries in this regard from workers. Any non-compliance by the Service Provider about the

above provisions may lead to termination of the contract and forfeiture of security deposit/performance guarantee.

- 25) The successful bidder shall enter into an Agreement with the University on Non-Judicial Stamp Paper of Rs.1,000/- (Rupees One Thousand) only within 21 days of the issue of letter of Acceptance. Non-fulfilment of this condition of executing an agreement/contract document by the contractor would constitute sufficient ground for annulment of the award of the contract and forfeiture of Earnest Money Deposit.
- 26) In case, the Service Provider fails to make payment of minimum wages to his personnel deployed under the contract, the Security Deposit/other dues and the amounts running bills under the contract shall be utilized by the University to discharge primary liability of the Service Provider.
- 27) The Service Provider shall ensure adherence to all laws especially including Contract Labor (Regulations & Abolition) Act 1970, Payment of Wages Act 1936, Workmen Compensation Act 1923, Minimum Wages Act 1948, ESI Act 1948 and Provident Fund Act 1952 as amended from time to time.
- 28) In case, the Service Provider does not execute the work as per the terms and conditions of the Work Order/Agreement, the University reserved the right to get execute the work from some other contractor/agency and the expenditure, 'if any', incurred in this regard shall be recovered from the Service Provider's Security Deposit/Pending bills.
- 29) Disputes, grievances, if any, between the Service Provider and personnel deployed by him must be placed before the higher authority of the Agency and finally to Registrar/OSD (Administration) of the University whose decision will be final in this regard.
- 30) The personnel deployed shall not be below the age of 18 (Eighteen) years and above the age of 60 (Sixty) years. In case of Supervisor, maximum age will be 65 (Sixty-Five) years.**
- 31) The Service Provider shall ensure to provide ESI cards to all the Outsourced Employees within three months of commencement of work under this contract to enable them to avail of the entitled medical facilities.

- 32) In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation/legal or any other liability solely rests with the service provider.
- 33) The minimum wages as per the notifications issued by the Government of India from time to time shall be applicable.
- 34) Canvassing, in any form is prohibited and the tenders submitted by the Contractor who resort to canvassing is liable for rejection.
- 35) **ARBITRATION:** In event of any question, dispute/difference arising under this contract/agreement the same shall be referred to sole arbitrator, the Vice-Chancellor of University, or his nominee. The award of the arbitrator appointed by Vice-Chancellor shall be final and binding on both the parties. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
- 36) Settlements of disputes, if any, about providing services and interpretation of any clause in this agreement, the decision of the Competent Authority of the University shall be final and binding.
- 37) Generally, Mahatma Gandhi Central University Bihar is exempted from payment of certain taxes, if found applicable, later the same shall be reimbursed at actual basis.
- 38) The rates in Financial bid shall be quoted in Indian rupees, both in figures and words. In case of discrepancy in the two, price quoted in words will be taken as valid.
- 39) The Service Charges quoted by bidders in Financial Bid shall be firm and fixed throughout currency the coverage period of the contract.
- 40) In case if it is required to engage guard personnel on extra duty/overtime, it shall not exceed 100 hours or 1/3 of the salary, whichever is less per month per guard, subject to approval of the University.
- 41) Service Charges per month per person shall be submitted by the Service Provider in the prescribed given format.

21. TERMINATION OF CONTRACT:

1. The Contract-Agreement can be terminated by either of the party at any point of time and without assigning any reasons thereof. However, notice period for such termination of Contract Agreement will be two months in advance.
2. Any violations of these terms and conditions will lead to termination of the contract with the Service Provider/Agency, forfeiture of the security amount and blacklisting of the agency for future jobs.
3. Whenever, there is duplication of clause either in the Notice Inviting Tender or in the terms and conditions/agreement, the clause which is favorable to the University will be considered applicable at the time of dispute. Any legal dispute arising out of the Job contract will be settled in District Court at Motihari or at the Judicature of High Court at Patna only.

OSD (ADMINISTRATION)

ANNEXURE - I

PRIVATE SECURITY AGENCY PROFILE

Sl.	Particulars	Information to be provided by Agency	
1.	Name & Address of the Organization		
2.	Year of Establishment		
3.	Status of the Firm <i>(Whether Pvt. Ltd. Company/Public Ltd. Company/Registered Partnership Firm)</i>		
4.	Name of the Chairman/Managing Director / CEO / Partners along with their contact details <i>(as the case may be)</i>		
5.	Whether Agency registered with the Registrar of Companies / Registrar of Firms in India. <i>(If so, mention Registration Number and date and enclose Registration Certificate copy)</i>		
6.	Bank details <i>(Account Number, Branch Name, IFSC Code etc.)</i>		
7.	Turnover of the Company / Firm for the following years: <i>(Please attach a copy of audited Balance Sheet and Profit & Loss Account for the years as documentary proof)</i>	2017-18	
		2018-19	
		2019-20	
8.	Whether Agency registered for GST purposes. <i>(If yes, mention number, date & attach self-attested copy of the same)</i>		
9.	Mention PAN/GIR No. & furnish copies of Income Tax clearance certificate.		

Sl.	Particulars	Information to be provided by Agency
10.	EPF Registration No. <i>(attach self-attested copy)</i>	
11.	ESI Registration No. <i>(attach self-attested copy)</i>	
12.	Is the Company / Firm a supplier of Security Guards Services? <i>(If yes, mention the addresses and phone numbers of the Company's offices in Patna/Motihari/Muzaffarpur)</i>	
13.	Whether the firm has defaulted from payment to Govt. / Workers dues at any point of time or Black listed by a Govt. Department/ PSU etc. <i>(If Yes, please give details)</i>	
14.	Attach an Affidavit duly certified by Notary that (i) the sole proprietor or the partners of the firm/company is/are not involved in any Police Case and have never been punished by any Court of Law; and (ii) that the sole proprietor or the partners of the firm/company has never been black listed or changed the name of the firm.	

Place: _____

Date: _____

Signature: _____

Name: _____

Designation: _____

Seal of the Company

ANNEXURE - II

(Technical Bid)

Name of the Company / Agency: _____

<p>(To be put in a separate sealed cover marked "TECHNICAL BID") Questionnaire to be filled by the company/Agency applying for tender for security & other services Contract in MGCUB, Motihari (Each response document must be given with proper reference in the following tender document)</p>	<p><u>EMD Details</u></p> <p>D.D. No.: _____ Date: _____</p> <p>Bank Name: _____</p>	
Sl.	Evaluation Criteria	Supporting Documents to be submitted by the Bidder
1.	Bidders Average Turnover in the Last 3 Financial Years (2017-18, 2018-19 & 2019-20):	Balance Sheet of the last three financial years duly certified by the statutory auditor of the bidder
	(i) Bidder Turnover is more than 150 crores	
	(ii) Bidders Turnover is more than 100 crores up to 150 crores	
	(iii) Bidders Turnover is more than 75 crores up to 100 crores	
	(iv) Bidders Turnover is more than 50 crores up to 75 crores	
	(v) Bidders Turnover is more than 10 crores up to 50 crores	
2.	PSARA Registered Training Facility:	PSARA Registration for training facility clearly showing affiliation with PSARA for the bidders training facility.
	(i) Bidder having experience of running 5 or more training centres	
	(i) Bidder having experience of running 3 to 4 training centres	
	(i) Bidder having experience of running 1 to 2 training centres	

Sl.	Evaluation Criteria	Supporting Documents to be submitted by the Bidder
3.	Experience in managing security/other required service contracts with minimum 100 trained personnel deployed under one single contract with Central University / Autonomous Bodies / Institutions for a minimum duration of 2 years in the last 5 years:	Agreement / Work Order for provision of security/other services and a satisfactory performance letter from each client. The satisfactory performance letter should clearly mention the duration for which the services have been provided and the total number of personnel deployed.
	(i) More than or equal to 10 services contracts	
	(ii) 8 to 9 services contracts	
	(iii) 6 to 7 services contracts	
	(iv) 5 to 4 services contracts	
	(v) 2 to 3 services contracts	
4.	Experience of managing security and other services contract under one single contract in the last 5 years in Central or State Government / Central or State Universities / PSU / Institutions:	Agreement / Work Order for provision of security & other services and a satisfactory performance letter from each client having clearly mention the duration for which the services have been provided and the total of multiple locations spread across a single city.
	(i) 8 or more Work Orders	
	(ii) 6 to 7 Work Orders	
	(iii) 4 to 5 Work Orders	
	(iv) 2 to 3 Work Orders	
	(v) 1 Work Order	
5.	Infrastructure available for logistical support in the State of Bihar:	Shops and Establishment Registration Certificate.
	(i) 5 or more Operational Offices in the name of Bidder	
	(ii) 4 Operational Offices in the name of the Bidder	
	(iii) 3 Operational Offices in the name of the Bidder	

Sl.	Evaluation Criteria	Supporting Documents to be submitted by the Bidder
	(iv) 2 Operational Offices in the name of the Bidder	
	(v) 1 Operational Offices in the name of the Bidder	
6.	Availability of ISO Certificate (ISO 9001:2015)	ISO 9001:2005 Certificate.
7.	Permanent Employee Strength:	Latest EPF Challan for minimum 999 employees or maximum 2200 employees.
	(i) 2100 or more employees	
	(ii) 1750 to 2099 employees	
	(iii) 1400 to 1749 employees	
	(iv) 1000 to 1399 employees	
	(v) Up to 999 employees	
TOTAL		

Declarations:

- (a) I/We have read the instructions and I/We understand that if any false information, furnished in Technical Bid and Agency Profile, is detected at a later date, any contract made between ourselves and Mahatma Gandhi Central University Bihar, on the basis of the information given by me/us can be treated as invalid by the Mahatma Gandhi Central University Bihar and I/We will be solely responsible for the consequences. The declaration shall be signed by an authorized representative of the bidder with seal.
- (b) I/We agree that the decision of Mahatma Gandhi Central University Bihar, in selection of PSAs will be final and binding to me/us.
- (c) I/We agree that I/We have no objection if enquiries are made about the work listed by me/us here in above and/or in the accompanying sheets.

**Signature of the Contractor or his
Authorized signatory with seal
of the Agency/Company**

ANNEXURE - III

(FINANCIAL BID)

DETAILS OF RATES TO BE QUOTED BY THE TENDERERS FOR THE AWARD OF CONTRACT FOR PROVIDING MANPOWER ON OUTSOURCING BASIS

Sl.	Particulars	Rate Quoted
1.	Service charges per month to be claimed by the agency <i>(% charges to be charged by the firm on the consolidated amount as worked out in Note 1 & 2 below).</i>	_____ % In words _____ _____ percent.

Note:

1. Minimum monthly wages as prescribed by the Government of India/Mahatma Gandhi Central University as amended/revised from time to time will be paid by the University.
2. ESIC, EPF & Bonus may be charged extra by the service provider as per rates applicable from time to time.
3. Service Tax & Education Cess will be paid extra on Serial No.1 & 2 above.
4. The Service Charges should only be realistic to meet the 2% TDS (as per IT), Salary of Security Service Officials deputed at University Campus for day to day monitoring of Security Personnel & multi-tasking staffs & others, 2 Sets of Summer Uniform, 2 sets of Winter Uniform, 1 Pair of Shoes, Kits, Torch, Bicycle, proper washing of uniforms, Stationary, incidental expenses related to security personnel, multi-tasking staffs and other housekeeping workers.

Date: _____

Place: _____

(Signature of Authorized person)

Name: _____

Designation: _____

Office Address: _____

Phone (Office): _____

Seal of the Company/Firm/Agency/Contractor