

BID DOCUMENT

(e - Procurement)

Empanelment of Agencies for Supply of Man power at BHU

BHU, Varanasi



Dated On:

08-07-2018

BANARAS HINDU UNIVERSITY

VARANASI-221005, INDIA

SECTION I: NOTICE INVITING TENDERS (NIT)

Online tenders, in two-bid system, are invited for providing manpower service on outsourcing basis initially for a period of 03 years from the award of work order/contract. Interested and eligible manpower agency fulfilling all terms and conditions as mentioned below may participate and submit the bids online at the e-procurement portal of the Govt.

1. Bidders /Tenderers would be required to register on the Central Public Procurement Portal at www.eprocure.gov.in, using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user ID and password by the system through which they can submit their bids online.
2. Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
3. Bidders /Tenderers can download the bid document from Central Public Procurement Portal website at www.eprocure.gov.in. Bidders /Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through www.eprocure.gov.in
4. Tender document can also be downloaded from the University website at www.bhu.ac.in For further details regarding Amendment /Addendum /Extension please visit website: www.eprocure.gov.in and www.bhu.ac.in
5. Hard copies of all enclosures of the tender document should reach to the office of the Assistant Registrar (Admin. Non Teaching), Central Office, BHU upto 04.08.2018(2.00pm)

PREQUALIFICATION CRITERIA

The tenderers should have :-

1. Minimum five year experience in providing manpower in Large Scale Organizations preferably in educational institutions of Central or State govt.
2. Minimum turnover of not less than Rs. 10.00 Crore during the last three financial years i.e. 2014-15, 2015-16 & 2016-17. For this purpose audited balance sheet of the firm should be enclosed with the tender. In addition to

this, Income Tax Return of the firm for the last three financial years i.e. 2014-15, 2015-16 & 2016-17 should also be enclosed with the tender.

3. Should have valid PAN Card, Labour license, GST Registration number, Employee Provident Fund Registration number, ESI registration number, Professional tax

registration number, Certificate of Registration of firm, Proof of office address (telephone bill, electricity bill etc.). All these documents and an undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender, details of Bank Account of the firm, a cancelled cheque of the account of the firm need to be scanned and upload at e-procurement portal.

4. Non –Refundable Tender Fee of **Rs 5000.00** (*Rupees Five thousand only*) in the form of Banker’s Cheque or Demand Draft, drawn in favour of Registrar, BHU, Varanasi, shall be scanned and submitted online, along with the Techno-commercial bid (Un-priced Bid), within the period of tender online submission date and time and the original (hard copy) should be sent to the Registrar, Banaras Hindu University, Varanasi – 221 005 within the stipulated date and time.
5. **Bid Security** for an amount of Rs.5,00,000.00 (Rupees Five Lakh Only) in the form of Call deposit, Banker’s Cheque, Fixed deposit or Demand draft, drawn in favour of Registrar, Banaras Hindu University, Varanasi or Bank Guarantee of any Scheduled Bank, shall be scanned and submitted online, along with the Techno-commercial bid (Un priced Bid), within the period of tender online submission date and time and the original (hard copy) should be sent to the Registrar, Banaras Hindu University, Varanasi – 221 005 within the stipulated date and time. EMD of unsuccessful bidders will be returned within three months of finalisation of tender.
6. Five percent (5%) of the total amount of running bill of each month will be deducted as **“Performance Guarantee”** which will be deposited in the University A/c and the same will be returned to the contractor after two months of successfully completion of the total contract period.
7. However, the firms registered under MSME/SME/NSIC will be provided tender documents free of cost and are exempted from payment of Earnest Money

Deposit, subject to furnishing of relevant valid certificate for claiming exemption within the monetary limits so prescribed, as also for the category of registration.

8. Scope of the work :

- a. All services shall be performed by persons qualified and skilled in performing such services. It is clarified that as per need and on receipt of the requirement from the University, the selected firm will be liable to provide specific manpower within 7 working days.
- b. The persons provided by the agency/service provider should not have any adverse police records/criminal cases pending against them. The agency/service provider should make adequate enquiries about the character and antecedents of the person whom they are recommending. The agency/service provider should also ensure that the personnel deployed are medically fit & Certificate of their medical fitness is to be provided when called for.
- c. The agency/service provider shall withdraw/replace such employees who are not found suitable by the University for any reasons immediately, if such request is made.
- 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. There is no master & servant relationship and further that the said person of the service provider shall not have any claim for absorption in BHU, Varanasi.
- e. The employees to be provided by the agency/service provider may have to work at anywhere at BHU main campus, Kamachcha, Trauma Centre including RGSC, Barkachha, Mirzapur.
- f. The agency/service provider's personnel shall not claim any benefit/compensation/absorption/regularization of services under the provision of the Industrial Disputes Act, 1947/Contract Labour (Regulation & Abolition) Act, 1970/Workman Compensation Act, 1923 or any other Labour Act.
- g. The agency/service provider's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements and administrative/organizational matters.

- h. The agency/service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of office in particular and University at large.
- i. The agency/service provider shall ensure proper conduct of his personnel and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering in campus without work.
- j. The agency/service provider shall be responsible for any act of indiscipline on the part of persons deployed by it.
- k. The agency shall not employ any person below the age of 18 (eighteen) years.
- l. The agency/service provider has to provide photo identity cards to the persons employed by it for carrying out the works and wage slip.
- m. The agency/service provider shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to all Grade IV employees. Such Employees without complete uniform will be treated as absent from duty.
- n. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the sole responsibility of the agency/service provider.
- o. Working hours would be normally from 10:00 AM to 5:00 PM from Monday to Saturday every week or as notified from time to time with a half hour lunch break in between. The personnel will be allowed to avail closed holidays of BHU, Varanasi.
- p. That the agency/service provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of the statutory obligation under all related legislations as applicable to it from time to time including Minimum Wages Act, Employment Provident Fund, ESI Act etc. and the University will not incur any other expenditure whatsoever on the persons employed by the agency.
- q. The agency will be required to provide particulars of EPF, ESI of its employees engaged under it to BHU.
- r. The agency will be responsible for compliance of provisions of various labour laws as may be applicable to them.

- s. That the agency/service provider must ensure that the wages of their deployed staff are released within 7 (seven) days of the following month, irrespective of receipt of payment from BHU, Varanasi, by crediting to their personal bank account.
- t. The agency/service provider shall pay wages as decided by BHU, Varanasi from time to time to all deployed staff depending on their performance and experience. The agency/service provider shall issue wage slip to all deployed staff on monthly basis accordingly.
- u. The University accepts discipline and cordial behaviour from the person deployed by agency and any incident reflecting indiscipline or insincere act would be firmly dealt by agency/University.
- v. Over and above penalty, imposed if any by the University no wage/remuneration will be paid to any staff for the days of unauthorised absence from duty.
- w. The agency/service provider shall provide suitable replacement at the earliest at no extra cost of any person leaving the job for any reason what so ever. In case of leave of the employees of agency/service provider, their applications should firstly be forwarded by the agency/service provider (either by written letter or by e-mail or by FAX) and then it will be considered suitably by the competent authority of BHU, Varanasi.
- x. The University will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the agency/service provider.
- y. That the agency/service provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff. If the University suffer any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency/service provider shall be liable to compensate for the same. The agency/service provider shall keep the University fully indemnified against any such loss or damage.
- z. The University will maintain an attendance register in respect of the staff deployed by the agency/service provider on the basis of which

wages/remuneration will be paid in respect of the outsourced staff at the approved rates.

- aa. The agency/service provider shall conduct minimum two times per month, a physical inspection of their staff and countersign the attendance register at BHU or any Dept./faculty/inst.etc where manpower is provided.
 - bb. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the agency/service provider directly or indirectly to any person, firm or whosoever.
 - cc. 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.
 - dd. That on the expiry of the agreement, unless extended formally, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues.
 - ee. In the event of any dispute arising out of or concerning any of the clauses of the agreement, the matter will be referred to the competent authority of BHU, whose decision shall be binding on both the parties.
 - ff. 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.
9. The technical bids will be opened online 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.
10. In the event of the date being declared as a closed holiday for BHU'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.

11. The bidders should download the **BoQ.xls** from CPP Portal and fill in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same **BOQ in .xls format**. The Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.
12. The Financial bid (price bid) i.e Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.
13. Tenderer should indicate whether the prices quoted are exclusive or inclusive of taxes.
14. 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.
15. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/- (as per **Annexure-A**) 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 Registrar – BHU 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 on 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. or Performance Guarantee. Furthermore, such firm is liable to be debarred from doing any business with the University in future.***

16. The firm has to give a certificate on letter head of the company/firm (**Annexure-B**) that there is no vigilance/CBI /FEMA case pending against the firm/supplier. The covering letter on firm's letter head mentioning list of documents enclosed will be submitted by each bidder as per (**Annexure-C**).
17. At any time prior to the date of submission of bid, Registrar, BHU, may, for any reason, whether at his own initiatives or in response to a clarification from a 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. In order to provide reasonable time to take the amendment into account in preparing the bid. Registrar, BHU, may at his discretion, extends the date and time for submission of bids.
18. Payments shall be made after satisfactory execution of the order in satisfactory condition on bill basis on conclusion of the calendar month only on the basis of duties performed by each person during the preceding month. However, The Service Provider shall ensure that the salary to the persons so employed is paid by 7th day of the succeeding month.
19. BHU shall deduct TDS for income tax, surcharges and Education or other 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.
20. The University reserves all rights to make any changes in terms and conditions of the tender.
21. The Vice Chancellor, B.H.U. or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
22. Jurisdiction in all disputes suits will be in court of Varanasi.
23. The University at its discretion may empanel more than one agency.
24. Approximate number of persons to be hired during the tenure of contract period of three years as per current hiring position is between 250-300. The eligibility, qualifications/designation and salary to be paid would be informed to the empanelled agency with sufficient time for making proper recruitment and recommending them to the University. Fresh positions can be added and existing positions can increase or decrease depending upon requirement and other factors. The number of manpower hired shown here is indicative only and

is not guaranteed for future hiring purposes. The numbers may vary as per requirement of the University.

25. The agencies in their own interest are advised to work out the "Service Charges" and quote in the price bid since the University will not be altering rates of Service Charges, so finalized during currency of contract.
26. In order to avoid complications in future dates the University reserve the rights to reject any or all bids without assigning any reasons there for including quoting of unworkable rates in a bid to grab the contract unethically.
27. For any clarification and further details contact Telephone No: 0542 - 8004930534 or may contact in person to the Asstt. Registrar (Admin-NT) during office hours.

**DECLARATION REGARDING THE FIRM IS NOT PROVIDING ITS SERVICES AT
LOWER RATES**

(Affidavit of Rs. 10/- duly attest by the Notary Public)

Date:

The Registrar
Banaras Hindu University
Varanasi – 221 005

Sir,

Re.: Tender Enquiry No.: Dated _____ for 'providing manpower service on outsourcing basis for a period of _____ w. e. f. _____ to _____.'

I/we hereby declare that my company / firm is not currently providing its services at lower rates quoted in the tender to any government / private organisation or any other institution during past one year. Further, if at any time, our firm / company reduces the price or offers such services to any persons / organisations / bodies etc. at a price lower than the price chargeable under the contract, I / We shall inform such reduction to the university immediately. I / We hereby give our consent that if it is recovered later on that our firm failed to inform the University about the reduction at service price and continues to charge higher rates then our firm / company should be debarred from doing any business with the University in future.

Yours faithfully

(Signature of the Bidder)

Printed Name

Designation

Seal

DECLARATION REGARDING CLEAN TRACK BY BIDDER

(on Company's / Firm's letterhead)

Date:

The Registrar
Banaras Hindu University
Varanasi – 221 005

Sir,

Re.: Tender Enquiry No.: Dated _____ for 'providing manpower service on outsourcing basis for a period of _____ w. e. f. _____ to _____.'

I/we carefully gone through the Terms & Conditions contained in the above referred Tender Document. I/we hereby declare that my company / firm is not currently debarred / blacklisted or no legal case pending by any Government / Semi Government Organizations / Institutions in India or abroad. In addition to this there is no vigilance/CBI /FEMA case pending against the firm/company. I/we further certify that I'm competent officer in my company /firm to make this declaration.

Or

I/we declare the following

No.	Country in which the company is debarred/blacklisted/ case is pending	Black listed/debarred by Government/Semi Government Organizations/Institutions	Vigilance/CBI/FEMA case pending	Reason	Since when and for how long

(NOTE : In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully

(Signature of the Bidder)

Printed Name

Designation

Seal

Annexure – ‘C’

LIST OF DOCUMENTS ENCLOSED
(on Company's / Firm's letterhead)

Date:

The Registrar
Banaras Hindu University
Varanasi – 221 005

Sir,

Re.: Tender Enquiry No.: Dated _____ for providing manpower service on outsourcing basis for a period of _____ w. e. f. _____ to _____..

I/we are enclosing following documents :

- | | |
|---|----------|
| 1. Non – refundable Tender Fee of Rs. 5,000/- | YES / NO |
| 2. Earnest Money Deposit (EMD) for an amount of Rs. 5.00 Lacs | YES / NO |
| 3. MSME / SSI / NSIC Certificate, if available | YES / NO |
| 4. Labour license under Contract Labour (R&A) Act, 1970 | YES / NO |
| 5. Copy of Provident Fund Registration number | YES / NO |
| 6. ESI registration number | YES / NO |
| 7. Trade Tax Registration from Trade Tax Office. | YES / NO |
| 8. GST registration certificate | YES / NO |
| 9. Documents regarding the existence and registration of the firm | YES / NO |
| 10. PAN Card | YES / NO |
| 11. Copy of Income Tax Return of last three financial year | YES / NO |

- | | |
|--|----------|
| 12. Audited Balance Sheet of firm / company of last three financial year | YES / NO |
| 13. Original Affidavit on a non – judicial stamp paper (Annexure – 1) | YES / NO |
| 14. Declaration regarding Clean Track Record (Annexure – 2) | YES / NO |
| 15. Client List where the firm is providing its services | YES / NO |
| 16. Bank Account of the firm | YES / NO |
| 17. Undertaking for compliance of the terms and conditions | YES / NO |
| 18. Price Bid. However, the same will be opened online only. | YES / NO |

Yours faithfully

(Signature of the Bidder)

Printed Name

Designation

Seal

INVITATION FOR BIDS

Notice Inviting Tender (NIT)

BANARAS HINDU UNIVERSITY

VARANASI-221005

e-Procurement Notice

Ref: Manpower/NT/2018-19/01

Dated: 08-07-2018

Online tenders are hereby invited in **two cover system** from reputed **manufacturer/ authorized representative of a manufacture/whole sale dealer/importer** for :- Empanelment of Agencies for Supply of Man power at BHU

Bidders can download complete set of bidding documents from e- procurement Platform <http://eprocure.gov.in/eprocure/app> from 09-07-2018 onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 31-07-2018 upto 05:00PM. (Server time). Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: <http://eprocure.gov.in/eprocure/app> and www.bhu.ac.in.

CRITICAL DATE SHEET

Published Date	09-07-2018 (04:00 PM)
Bid Document Download Start Date	09-07-2018 (04:00 PM)
Clarification Start Date	09-07-2018 (04:00 PM)
Clarification End Date	16-07-2018 (05:00 PM)
Pre bid meeting	NA
Bid Submission Start Date	17-07-2018 (05:00 PM)
Bid Document Download End Date	31-07-2018 (02:00 PM)
Bid Submission End Date	31-07-2018 (05:00 PM)
Bid Opening Date	04-08-2018 (03:00 PM)

sd/-

Registrar