## **Central Sanskrit University**

Established by an Act of Parliament Under Ministry of Education, Govt. of India

## **Shri Ranbir Campus**

Kot Bhalwal, Jammu - 181122 (J&K)

website: <a href="mailto:www.csu.jammu.edu.in">www.csu.jammu.edu.in</a>
E-mail: <a href="mailto:director-jammu@csu.co.in">director-jammu@csu.co.in</a>

## Notice inviting tender for outsourcing of manpower

Tenders are invited from the reputed contractors/agencies for the supply of laborers (Unskilled/Skilled/ High Skilled/Administrative, Ministerial) in two bids i.e. Technical Bid and Financial Bid as per annexure 'A' and 'B' respectively. The tender document containing qualifying criteria for bidder, specifications, bill of quantities, conditions and other details can be had from the office of Director, Central Sanskrit University, Kot Bhalwal, Jammu against payment of Rs. 5000/- Rupees: five thousand) only in the shape of Demand Draft drawn in favour of Director, Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu.

- 1. The bids shall be deposited in the office of the Director, Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu (J&K) through post, speed post, registered post etc up to 15.08.2022 up to 2:00 pm along with Earnest Money Deposit (EMD) Rs. 100000/- (Rupees: one Lakh) only in the shape of FDR/CDR pledged in favour of Director, Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu. The Technical bids will be opened on 15.08.2022 at 4:00 PM. If the office happens to be closed on the date of receipt of tenders as specified, the same will be received and opened on the next working day at the same time and venue. Financial bids of only those bidders will be opened who are found technically responsive by the evaluation committee.
- 2. The following documents in respect of technical bid are to be submitted with the bid:
  - I. Documents related to EPF Account allotted by the Provident Fund Commissioner, J&K.
  - II. Employees State Insurance Registration Certificate
  - III. GST/Service Tax Registration Certificate
  - IV. Income Tax PAN card
  - V. Previous three years turnover (2019-20, 2020-21, and 2021-22) (Copies of Balance Sheet/P&L Account duly certified by the Chartered Accountant)
  - VI. Registration with the Labour Commissioner J&K State for supply of manpower
  - VII. Labour License issued by the concerned department
  - VIII.Declaration on non judicial stamp paper of Rs. 100/- duly authenticated by 1<sup>st</sup> class magistrate/notary to the effect that the tenderer has never been black listed by any Govt. Department or Organization.
  - IX. One cancelled cheque of bank account of tenderer duly stamped by tendering firm.
  - X. EMD in the form of CDR/FDR pledged in favour of Director. Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu.

- The bidder should be approved /recognized/registered by State Govt. for providing manpower services Copy of relevant certificate should be attached. Service provider should have a valid license from competent licensing authority under the provision of Labour Commissioner, J&K Govt. and submit proofs thereof.
- 2. 2. The bidder must comply with the requirements, such as registration with EST, EPF, PAN/TIN/TAN & GST and submit proofs thereof. The firm is required to submit IT returns for last three years.
- 3. The bidder must have been in existence for the last 10 years. (Attach a copy of relevant certificates, registration details etc.)
- 4. The contractor will be responsible for all the rules and regulations enforceable by Labour Commissioner, J&K Govt.
- 5. The selected Agency/Contractor will have to pay taxes/income tax on contract amount as applicable. If any additional rates/taxes/income tax has to be paid, that shall be borne by the Agency/Contractor. Otherwise, it shall be deductibile from his payments.
- 6. The Agency/Contractor shall employ adult staff as per the criteria of J&K Govt. No minor labour be deployed in the campus as per instructions of Govt.
- 7. The Agency/Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
- 8. The Agency/Contractor staff shall not be treated like the staff of Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu for any purpose whatsoever. The Agency/Contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the job.
- 9. The Agency Contractor shall disburse the wages to the workers through e/bank transfer and Non-payment of wages by the agency and any malpractice if noticed, will invite a penalty which may lead to of contract & blacklisting of the firm or any other decision deemed fit by the Campus Director Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu shall not be directly responsible for the payment of wages to the employees. It will be the responsibility of the Agency/Contractor to make a regular payment to the workers engaged by hith as per the minimum wages applicable to the Govt.
- 10. None of the persons engaged by the Agency/Contractor shall enter into any kind of private work at different locations during working hours.
- 11. Based on the requirement of each job, the personnel supplied by the Agency for engagement/deployment will be decided by Director Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu and decision of the Director, CSU will be final in this regard. In case Director Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu in its discretion finds any deployed person as not desirable and not suitable for job, the Agency shall be liable to withdraw auch person (s) forthwith and substitute by a person(s) acceptable to CSU Kot Bhalwal, Jammu,
- 12. Office timings will be as per University norms
- 13. The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages, and various other provisions for all its personnel deputed to work for Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu. The contractor should pay the exact amount faithfully to the outsourced personnel without any additional deduction

- other than stipulated. Violation of this shall attract a warning at the first instance and may lead to termination of contract on recurring instances.
- 14. CSU Jammu shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.
- 15. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred for arbitration to the sole arbitration. Director Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu or his nominee shall be the sole Arbitrator whose decision shall be final and binding upon the Parties.
- 16. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same, i.e., purchase of Non judicial stamp paper, etc. for the furtherance of agreement with Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal. Jammu
- 17. The contactor shall have EPF Account/Sub Account No, issued by Regional Provident Fund Commissioner.
- 18. The successful contractor shall issue the Identity Card/ESI Card (wherever applicable) to the above said contractual labourers at his own cost.
- 19. The contractor (in case of change) shall undertake to get the credit of EPF A/c of contractual labourers deployed by firm to transfer in the new EPF A/c (if of the individuals.
- 20. The contractor will ensure that EPF and ESI (wherever applicable) are credited to his employees account and shall attach monthly statement on account of EPF/ESI showing details of employee's contribution, contractual labourers contribution in respect of all deployed contractual persons along with the bill every month supported by Bank challan for verifications.
- 21. The contractor shall be held responsible for any sort of theft/loss etc. caused due to the negligence of contractor's staff or due to non-supply of desired number of persons to the University and the same may be recovered from the bill of the contractor.
- 22. 22 The contract will be initially for a period of D1 (Onel year form the date of signing the agreement which may be renewed on annual basis as per requirement on the satisfactory performance.
- 23. Earnest Money Deposit Rs. 100000/- (Rupees: one lakh only) in shape of CDR/FDR pledged to the Director Central Sanskrit University, Shr Ranbir Campus, Kot Bhalwal, Jammu must be attached with the tender form. This EMD is refundable after award of the contract, to all the unsuccessful tenderers. The successful bidder(s) shall has/have to give performance security in the shape of FDR/Bank guarantee before execution of contract as per the details given here under:

1	Unskilled	:	RS. 100000/- (Rupees one Lakh only)
11	Skilled Labour	:	
Ш	Highly Skilled	•	
IV	Administrative, Ministerial or Accounts Staff	7	

24. Statutory deductions at appropriate/prescribed rates as applicable from time to time will be deducted at source from the bills of the contractor on gross amount submitted to the office.

- 25. While deploying contractual personnel, the contractor will be required to maintain full particulars of the personnel along with their antecedents in advance. In case the contractor requires to change the personnel in between the contract period similar antecedents of the replaced personnel is to be maintained by the contractor.
- 26. The personal deployed under this contract shall maintain proper office decorum. They shall not disclose any secret official information to any unauthorized person.
- 27. The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu.
- 28. The workers employed by the Contractor shall be his sole employees, and Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu. shall not have any relation whatsoever with employees of the contractor. He will be fully responsible for their acts, conducts and any other liability.
- 29. In case, the labourers engaged by the Firm/Contractor suffer any injury/death while performing his duty, it shall be the sole responsibility of the contractor/Firm to pay compensation etc. as may be required under any law for the time being in force.
- 30. The Agency shall not further sublet the contract to any other agency/firm.
- 31. The contractual personnels deployed will be directly under the control of the contractor but the work will be assigned by the this University.
- 32. Central Sanskrit University, Shri Ranbir Campus, Kot Bhalwal, Jammu will make payment directly to the contractor immediately after the close of every month after the receipt of the bills for the preceding month. The contractor is required to enclose the proof of payment of wages made by him to the labourers. He is also required to enclose the proof of necessary. deposits made by him on account of Statutory contributions viz. ESI, EPF, EDLI, Administrative charges on EPF, etc. as notified by the J&K govt. from time to time. However, the contractor will be required to make the payment to the personnel deployed by or before 7th of every month positively. In case 7th of the month falls on a holiday then the payment must be made on the next working day. The accounts wing of this University shall ensure the strict compliance of this provision.
- 33. In case contractor fails to make the payments to the labourers on contravenes with any of the clauses of tender document/agreement, the CSU shall be at liberty to make payment to the labourers out of the performance/security deposits of the contractors on his first breach. In that case, the contractor has to coup up his performance/security deposits within fifteen days from the date of such disbursement of wages by the CSU. However, on repetition of such default again by the agency/contractor the RSS shall be at liberty to terminate the contract without issuing any notice to the contractor and the performance/security deposits shall be forfeited.
- 34. In case the contractor defaults in supply of the labourer, the CSU shall be at liberty to terminate the contract without issuing any notice to the contractor and the performance /security deposits shall be forfeited.
- 35. Notwithstanding anything contained hereinbefore to the contrary, the Central Sanskrit University, Shri Ranbir Campus, Kot-Bhalwal, Jammu shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing. Similarly, if the Agency/Contractor wants to rescind the contract, they are required to give at least 90 days' notice for withdrawal of services.

- 36. With mutual consent between the Central Sanskrit University, Shri Ranbir Campus, KotBhalwal, Jammu and the Contractor, any other point can be included in the agreement at the time of its execution.
- 37. The rates shall be quoted by the contractor only for the agency charges (in % age of basic wages per day per man irrespective of category of manpower) and the contractor will present the monthly bills to the University Campus at Kot-Bhalwal accordingly.
- 38. The scaled tender should reach in the office of the Director Central Sanskrit University, Shri Ranbir Campus, Kot-Bhalwal, Jammu by or before 15.08.2022 till 2.00 pm and shall be opened on same day at 4.00 pm in the presence of the representative of the contractors/ agencies who may desire so and are present at the time of the opening of the tenders. This University will not take any responsibility for any postal delay in this regard.
- 39. The Campus reserves the right to reject any/all tender(s) without assigning: any reason.
- 40. Any dispute arising out of this contract shall be within the Jurisdiction of Courts in Jammu District only.

No: CSUJ./outsourcing/2022-23/803

Dated: 30.07.2022

निर्देशक / DIR Director
केन्द्रीने संस्कृत विश्वविद्यालय,
CENTRAL SANSKRI UNIVERSITY
पारं विभन्दालय, शारत संप्रकार के ब्रायीन
Unidor अंद्रिश्च शारत संप्रकार के ब्रायीन
श्री रणारीय पारंगर कोट-शालयाल, जम्म, (जगालकमीर)
SHRI RANEIR CAMPUS, KOT-EHALWAL, JAMMU (18.K)