

**NATIONAL SANSKRIT UNIVERSITY
TIRUPATI**

(A Central University established by an Act of
Parliament)

Tirupati - 517 507, Andhra Pradesh, India.

TENDER DOCUMENT

FOR

**TENDER FOR MANPOWER OUTSOURCING
SERVICES**

(Housekeeping, Technical and other Staff)

**Tender Document No: 05/2021 NSUT/Admn.Manpower
dated 04/06/2021**

**NATIONAL SANSKRIT UNIVERSITY
TIRUPATI**

(A Central University established by an Act of
Parliament)

Tirupati - 517 507, Andhra Pradesh, India.

TENDER DOCUMENT

FOR

**TENDER FOR MANPOWER OUTSOURCING
SERVICES**

(Housekeeping, Technical and other Staff)

**Tender Document No: 05/2021 NSUT/Admn.Manpower
dated 04/06/2021**



S. No.	Particulars	Page No.
1	Tender Notice	1
2	Instructions for submission of bids	3
3	Technical Bid	4-7
4	Financial Bid	8
5	General Terms and Conditions of Tender	9-18
6	Annexure-1: Manpower Details	19
7	Annexure-2: Affidavit	20
8	Annexure-3: Acceptance Certificate	21
9	Annexure-4: Details of present and past clients and staff deployed	22
10	Draft Agreement	23-35



TENDER NOTICE

Tender Document No: 05/2021 NSUT/Admn. Manpower dated 04/06/2021

TENDER FOR MANPOWER OUTSOURCING SERVICES

(Housekeeping, Technical and Other Staff)

National Sanskrit University (NSU), Tirupati is a Central University Established by an Act of Parliament in the year 2020. Registrar, NSU, Tirupati invites bids (in two bid systems) for manpower outsourcing services on contract basis.

The Tender Document can be downloaded from the website of the National Sanskrit University, Tirupati <https://nsktu.org> and completed bid is to be dropped physically in the box provided for this purpose in the office of the Registrar, up to the last date and time of submission of tender.

Important Dates of Tender

Sr. No.	Particulars	Date	Time
1	Date of Publication / Download of Tender	04/06/2021	11:00 hrs.
2	Pre-Bid Meeting	21/06/2021	11.00 hrs.
3	Bid Submission Closing Date	05/07/2021	11:00 hrs.
4	Opening of Technical Bids	05/07/2021	11:30 hrs.

Pre-Bid Meeting

In view of Covid-19, NSU, Tirupati, will be conducting a Pre-bid conference through Skype on 21/06/2021 from 10:00 PM to 11:00 PM (IST). During Pre-bid meeting the answers / clarifications to the queries will be made available and also uploaded on our website. No queries will be entertained after the Pre-bid meeting.

All prospective bidders are requested to send their queries through email at registrar@nsktu.org so as to reach latest by 17/06/2021.



The Skype ID will be shared via email to the vendors interested in attending the Pre-Bid conference upon their request. Interested vendors must send a request to registrar@nsktu.org. for attending the Pre-Bid conference via Skype. They must ensure active and uninterrupted high speed internet connection from their end. In case of frequent disconnection (or) bad connection, NSU Tirupati will not be responsible for the same and no further correspondence will be entertained post the date of Pre-Bid meeting.

Amendment to Bidding Documents

At any time prior to the due date for submission of bids, the UNIVERSITY may, for any reason, whether at its own initiative or in response to a clarification sought by a prospective bidder, modify the bidding documents by issuing an amendment.

All prospective bidders who have downloaded the Tender Document should surf University website from time to time to know about the amendments/ modifications in the Tender Document. The amendments/ modifications would also be hosted on the website of the University and all prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.

The Registrar, NSU, Tirupati reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and not bound to accept the lowest tender keeping in view the Interest of the UNIVERSITY. The decision of the Registrar, NSU, Tirupati in this regard shall be final and binding on all.


04/06/21
REGISTRAR



INSTRUCTIONS FOR SUBMISSION OF BIDS

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule.

SUBMISSION OF BIDS

Bidder should personally ensure that completely filled-in bid documents with all the enclosures is submitted / dropped physically in the Box provided for this purpose in the office of the Registrar up to the last date and time of submission of tender.

ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of bid submission in general may be directed to the Office of the Registrar.



TECHNICAL BID

TENDER FOR MANPOWER OUTSOURCING SERVICES

(Housekeeping, Technical and other Staff)

**PROFORMA FOR EVALUATION OF TECHNICAL
PERFORMANCE OF THE BIDDER**

Advertisement for Tender Document No.05/2021/NSUT/Admin_Manpower/ dated 04.06.2021 in connection with providing Manpower Outsourcing Services (Housekeeping, Technical and other Staff) in NSU Tirupati on contract basis in the form of manpower for various types of services/duties as per Annexure-1.

Sr. No	Particulars	Details
1	Name of the agency / firm / company / bidder	
2	Address of the Office of the Agency / Firm / Company / Bidder Land Line No. Mobile No. Email	
3	Legal status - Individual / Proprietary / partnership firm / Limited Company / Corporation, etc.) (Submit Copy of the appropriate registration certificate)	Submitted / Not Submitted





4	Name, designation, and details of contact person. Name. Land Line No. Mobile No. e-mail	
5	Month and Year of commencement of manpower supply business.	
6	Statutory details of agency / firm / company (Relevant Photocopies to be submitted): 1] In case of company, registration number issued by Registrar of Companies. (or) 2] Registration number of the firm (Issued under Andhra Pradesh Shops & Establishment Act, 1988) 3] Permanent Account Number (PAN). 4] Goods and Service Tax - Registration number. 5] Registration number issued by Regional Provident Fund Commissioner. 6] Registration number issued by Employees State Insurance Corporation. [These documents are mandatory for the bids to be considered]	
7	Agency / firm / company should have an annual turnover of at least Rs. 50 lakhs in the Manpower Outsourcing business alone in each of the three previous financial years. Relevant supporting documents duly certified by the Chartered Accountant to be submitted. Submit copies of the audited Balance Sheets duly certified by the Chartered Accountant and	Financial Year -2019-2020: Rs. _____ Submitted / Not Submitted



	income tax returns filed for all the financial years, 2017-2018, 2018-2019 and 2019-20 [These documents are mandatory for the bids to be considered]	
8	Agency/Firm /Company should have at least 3 years of continuous experience in providing a minimum of 50 persons in a single contract towards manpower services (Housekeeping or Technical or Ministerial) in Central/ State Government Organizations/Government funded Autonomous Bodies/Government funded Academic Universities/ Five Star Hotels & above in any of the last three financial years as mentioned above in point No.07. Submit photocopies of the relevant work orders, certificates & extensions (if any) / Client Certificates / agreement which must clearly give full details about contract period, category of employees provided and its number. (ILLEGIBLE, IRRELEVANT & INCOMPLETE CERTIFICATES/DOCUMENTS WILL NOT BE ACCEPTED) [These documents are mandatory for the bids to be considered]	Yes / No Submitted / Not Submitted
9	In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head.	Submitted / Not Submitted / Not Applicable
10.	Submit details regarding financial resources, fixed and movable assets on letter head.	Submitted / Not Submitted
11.	Submit affidavit in the prescribed format (Annexure-2) on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate / Notary Public.	Submitted / Not Submitted

12.	Submit Acceptance (Annexure-3) Certificate on a letter head in the prescribed format.	Submitted / Not Submitted
13	Affixing signature on all pages of the tender document and draft agreement	Yes / No
14	Details of the earnest money deposit (EMD) submitted.	DD/Pay Order No. dated _____ for Rs. 1,00,000/- (Rupees One Lakh Only) drawn in favour of The Registrar, National Sanskrit University, Tirupati and payable at Tirupati.
15	Any other information relevant to the Tender	
Place: _____ Date: _____		Signature of Tenderer Name, Address Stamp/Seal



NATIONAL SANSKRIT UNIVERSITY TIRUPATI
(A Central University established by an Act of Parliament)
Tirupati - 517 507, Andhra Pradesh, India.

TENDER FOR MANPOWER OUTSOURCING SERVICES

(Housekeeping, Technical and other Staff)

Tender Document No: 05/2021 NSUT/Admn Manpower dated 04/06/2021

FINANCIAL BID

Supply of manpower as per "Annexure-1". Only administrative charges are to be quoted. University shall bear the liability of applicable Tax and other statutory charges as applicable from time to time on the bills payable by the University. TDS will be recovered as per the prevailing rate on gross billed amount.

RATE: ADMINISTRATIVE CHARGES _____ % (In words _____) of
monthly CTC of employees.

NOTE: - TDS on INCOME TAX AND TCS ON GST AS PER THE APPLICABLE RATE SHALL BE DEDUCTED MONTHLY FROM THE GROSS AMOUNT TO BE PAID TO THE CONTRACTOR



1. GENERAL TERMS AND CONDITIONS OF TENDER

1.

(a) The Tender document comprises two parts; (I) Technical bid and (II) Pricebid.

(b) Earnest Money Deposit (EMD) of **Rs. 1,00,000/-** (Rupees One Lakh Only) in the form of Demand Draft / Pay Order in favor of "Registrar, NSU, Tirupati" to be submitted along with Technical Bid in a separate envelope marked as "Earnest Money Deposit". Bids received without EMD will be rejected.

(c) Agency / firm / company exempted from payment of EMD must submit requisite documents in support of their claim.

(d) EMDOR photocopies of the Exemption Related Certificates/Documents also need to be submitted in a sealed envelope by due date at the following address with covering letter having tender details:

The Registrar
National Sanskrit University,
Tirupati - 517 507, Andhra Pradesh, India.

(e) Tender received without EMD OR Exemption Related Certificates/Documents as per requirement will be summarily rejected.

(f) At first stage, the Technical Bid shall be opened on the due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility, etc. Bidders technically disqualified shall be intimated.

(g) The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee. If tenderer quotes NIL charges, the bid will be treated as unresponsive and will not be considered. In case of multiple tenderers emerging as Lowest I (L I), the Contract shall be then awarded to the tenderer amongst L- I who with the highest average annual turnover of last three years work based on the certificate of experience submitted along with tender and performance record at other sites. Date and time of opening of financial bids shall be intimated by email to the technically qualified bidders.

(h) The tender is not transferable under any circumstances.





(i) Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.

(j) Tender in any form other than the prescribed form issued by NSU Tirupati shall not be considered and will be summarily rejected.

(k) Earnest Money Deposit (EMD) of Agency / Firm / Company who withdraws tender during the intervening period shall be forfeited.

(l) Bid securities of the unsuccessful bidders (EMD) should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

2. **SCOPE OF WORK:** Providing Housekeeping, Technical and Other Staff as per requirement from time to time as per "Annexure-1" to this document.
3. **NAME OF CONTRACT:** Contract for providing Housekeeping, Technical and other Staff as per "Annexure-1".
4. **PERIOD OF CONTRACT:** The Contract shall be initially for a period of two years, subject to satisfactory performance of services and compliance with all the terms and conditions of the agreement. The contract is extendable beyond two years based on satisfactory performance and need for services.
5. **VISIT OF THE CAMPUS:-**Tenderers are advised to visit the NSU TIRUPATI premises and ascertain the nature and quantum of work before tendering.
6. The Competent Authority may allot the contract in full or a part of such contract to the next firms out of the panel available with it at any time in the event of non-compliance or breach of any terms and conditions of this contract by the working Contractor or otherwise if it is deemed fit to do so in the public interest in order to ensure effective supply/supervision of these services by more than one Contractor even after the award of contract.
7. The agency must be able to deploy persons having knowledge of local language and the agency must have ability to liaise, communicate & correspond with the local Labour Department and State Government Officers.
8. The agency must have an office at Tirupati (or) nearby (within a vicinity of 100 kms) for ease of administrative & statutory requirements like timely submission of EPF, ESI, GST, PT and other statutory deduction receipts, etc.
9. Agency must fulfill all the requirements given in the Technical Bid and terms and conditions of



this tender document.

10. **Photocopies & supporting documents submitted should be legible and self-attested except the financial documents, which must be attested by the Chartered Accountants along-with self-attestation.** Only the documents as asked in the Tender must be submitted. It is to be strictly observed that no irrelevant (or) superfluous documents are submitted with the Bids.
11. "Manpower Outsourcing Services" means supply of Highly Skilled, Skilled, Semi-skilled and unskilled manpower for carrying out various jobs viz., housekeeping, data entry, electrical, plumbing, carpentry, shifting of furniture, guest house maintenance, providing assistance in various offices, laboratories, class rooms, attenders, etc.
12. **CERTIFICATE OF EXPERIENCE:** The tenderer must produce certificate of experience from the clients. The certificate should clearly mention the following details:

S. No.	Description
01	Name of the client and full address
02	Telephone and FAX number of the client
03	Details of work performed
04	Number and type of labour supplied
05	Period of work (starting and ending)
06	Value of work completed in Contract for supply of Labour

Note 1: The Certificate of experience should be exclusively for supply of skilled and unskilled manpower.

Note 2: Certificates for work like loading and unloading, operating labour for factory, labour for shop floor, supply of all types of labour, and the like WILL NOT BE ACCEPTED.

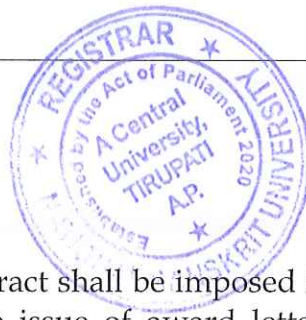
Note 3: Certificates containing the value of contract work and not clearly specifying the value of the work of supply of manpower completed during the period of contract, WILL NOT BE ACCEPTED.

13. The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by this University on stamp paper of appropriate value (Draft appended to this tender).
14. **QUOTING UNDULY LOWER RATE OF SERVICE CHARGE:** The Contractor has to quote service charge keeping in view the deduction of present TDS, TCS on GST and other statutory deductions as applicable and the expenditure towards uniforms, shoes, identity card, verification of character & antecedents and all the statutory charges relating to this contract, etc.; and reasonable margin thereafter. The University has responsibilities as Principal Employer and would like to ensure that unduly lower rates of service charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, etc. thereby affecting the performance of the workers.



15. **DECISION ON REASONABILITY OF SERVICE CHARGE:** University reserves the right to take a view on the reasonability of the rate of service charge. The decision of the University in this regard shall be final and binding. No representation will be entertained and replied to.
16. The bidders are required to quote only **ADMINISTRATIVE CHARGES** strictly in percentage of gross wages as mentioned above. Tenders received with "NIL" charges (or) "COMPLIMENTARY" (or) unrealistically low charges shall be **DISQUALIFIED**. The bidders are required to be careful while quoting rate of administrative charges.
17. Only those bids that comply with all the applicable statutes will then be considered for evaluation of reasonability of service charge. If the University considers that the service charge of the tenderer who has quoted the least rate is not feasible, such tender shall be treated as non-responsive and other valid quotations shall be evaluated, and this process will be iterated till a quotation with reasonable service charge is found and the work will be awarded to such tenderer only.
18. In case of multiple tenderers emerging as Lowest (L I), the contract shall then be awarded to the tenderer amongst L-I with highest average annual turnover of last three years work based on the certificate of experience submitted along with tender and performance record at other sites.
19. Within 30 days from the date of issue of the award of contract, Company/ Agency will apply to the Labour Commissioner for obtaining a Labour License and will submit a copy of license to Administration Section, failing which penalty on per day basis (from completion of thirty days) will be entailed as decided by the Competent Authority till the certificate is submitted by the Contractor.
20. On award of contract, the Contractor shall deploy required number of employees on the date of commencement and submit names, parentage, residential address, date of birth within 7 days from the date of deployment.
21. The Company/ Agency should submit a Bank Guarantee equivalent of one-month wage bill valid for 27 months from the date of commencement of contract which will be renewed from time to time as per further renewals/amendment of the contract. Whenever wage bill amount increases by 10% of the initial amount, additional Bank Guarantee shall be submitted by the Contractor. The Bank Guarantee shall be valid throughout the currency of the Contract Period and three months thereafter. EMD (Bid Security) would be refunded to the successful bidder on receipt of Performance Security.
22. The Registrar, NSU Tirupati shall have absolute right and authority for the suspension/revocation of said bank guarantee in case of breach of any clause of the Agreement by giving prior notice.

Penalties:



- A penalty at 1% of the monthly value of contract shall be imposed for non-commencement of work within the stipulated period after the issue of award letter for every week or part thereof for the delay in the commencement of the contract.
 - Penalty at INR 100/- per person per month will be charged for not giving timely Salary Slips to the employees i.e., on (or) before 05th of every month (or) within three days of credit of salaries, whichever is earlier.
 - Penalty at INR 1000/- per person per month will be charged from the Contractor, if the uniforms & shoes are not given within thirty days of award of the contract. Penalty shall be levied from the day of completion of thirty days.
 - Penalty at INR 100/- per person per month will be charged for not giving proper strong and durable ID cards mentioning all basic details like Name, Designation, Blood Group, Date of Birth, Place of Deployment etc. to the employees within thirty days of award of contract.
 - Penalty at INR 100/- per person per month will be charged for not submitting the police verification certificate of the employees within thirty days of the award of contract.
 - Non-compliance with statutory norms and terms and conditions of the Tender Document & Agreement will lead to termination of contract.
23. The decision of the Registrar, NSU Tirupati with regard to the determining the quality of work/services done by the Contractor or his employees shall be final and acceptable to the Contractor. The Registrar, NSU Tirupati reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the Contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the Contractor from its outstanding dues or by revocation of any or all parts of the bank guarantee, as may consider proper.
24. During the contract, the Contractor shall deploy required number of personnel to provide the said services and communicate their names, parentage, and residential address, date of birth, etc. within 07 days from the date of their deployment or communicate any change about it from time to time. Contractor shall also deploy appropriately educated supervisory personnel, at his own cost, to supervise cleaning and other work of housekeeping employees.
25. The manpower proposed to be deployed by the Contractor shall be subject to acceptability by the University to ascertain their suitability and skills. Before deploying an employee in the University, the Contractor shall furnish complete particulars and obtain written approval of the designated officer of the University on a Proforma to be collected from Administration of the University.
26. The Contractor/Agency shall nominate, at his own cost, one experienced "Field Officer" for taking care of queries/matters relating to general administration of their employees and also



for interaction with the authorities of the University.

27. For the purpose of proper identification of the employees of the Contractor deployed by him at various places of NSU Tirupati, the Contractor shall issue them strong and durable identity cards at his own cost and his employees are duty bound to display the identity cards during duty hours. The Contractor will ensure that his employees are medically fit and free from communicable disease. The antecedents of the person to be provided by the Contractor will be got verified from the appropriate authority by the Contractor at his own cost and level.
28. The Contractor shall provide to all employees two sets of uniform, shoes etc. at his own cost **within 30 days of commencement of contract. The wearing of uniforms and identity cards by the employees of the Contractor during duty hours is compulsory and failure to comply will entail penalty on the Contractor as mentioned above.**
29. The Registrar, NSU Tirupati or any other officer(s) so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the Contractor in order to ensure that the required numbers of persons are deployed and that they are doing their duties satisfactorily.
30. The manpower deployed by the Contractor for the execution of the contract shall be the employees of the Contractor for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and the University either implicitly or explicitly.
31. The persons so deployed shall be under the overall control and supervision of the Contractor and the Contractor shall be liable for payment of their wages etc. and all other dues within the stipulated time which the Contractor is liable to pay under the various Labour Regulations and other statutory provisions. NSU shall be absolved from any such liability at its own level.
32. The cleaning material required for housekeeping job and tools required for technical jobs shall be provided by the University.
33. **WAGES:** The Contractor shall pay monthly wages plus statutory charges (EPF/ESI) to all his employees as per the minimum wage rates fixed by Central Government or as per the wages fixed by NSU whichever is higher. The Contractor shall provide full information in respect of the wages, allowances etc. paid to his/her employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made thereunder.
34. The Contractor shall furnish details of disbursement of salary to the NSU Tirupati office within 5 days from the date of disbursement i.e., last working day. This obligation is imposed on the Contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed under various Labour Laws. The Contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by the University from



time to time in regard to payment of wages, wage period deduction from wages, recovery of wages not paid and deductions unauthorizedly made. He will maintain attendance registers, individual's ledger/wage book, wage slip, publications of scale of wages and terms of employment.

35. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act., EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, be responsible for the deposit of employee's and employer's share of statutory contributions with the ESI/EPF authorities at his own level and maintenance of such record as per rules. He will furnish documentary proof of deposit of such contributions to the appropriate authority of NSU Tirupati along with wage bill of the next month. He will also arrange to open such EPF/ESI accounts etc. of all the employees deployed by him at NSU. In case of failure on the part of Contractor to deposit EPF/ESI etc. with the concerned authorities within the stipulated period the Contractor shall be liable to pay penalty so imposed by the NSU.
36. **Delay in submission of receipts of EPF/ESI (or) less deposit of EPF/ESI is not acceptable and shall entail penalty as decided by the Competent Authority.**
37. The Contractor will submit wage bill as per details/table given below:
 - a. Name of the Company-
 - b. Annual contract for the Manpower Services (Housekeeping, Technical and Other Staff)
 - c. Authority No. & Date-
 - d. Date of commencement of the contract-
 - e. Wage Bill for the month _____
 - f. Bill No. _____ & Date _____

S. No.	Name of the worker	Emp. Code No.	EPF No.	ESI No.	Basic/ Minimum Wages	Days	Allow.	Employee's share		Carry Home Salary (Rs.)	Employer's Share		
								EPF 12%	ESI 0.75%		EPF 12%	EDLI 1.36%	ESI 3.25 %
1	2	3	4	5	6	7	8	9	10	11	12	13	14

The Contractor will keep the following instructions in view while submitting the monthly wage bill(s):

- o Deduction Schedule showing the individual details of deductions of EPF/ESI to be tallied with the wage bill.
- o The Contractor will certify on the bill that the monthly wage bill of his all categories of



contractual employees deployed by him in this University is complete and no person has been left and no supplementary bill will be submitted thereafter.

- o No person(s) has/have been engaged on contract basis in this University without the prior approval of the competent authority.
- o A spare/attested copy of bank scroll/bank challans as a proof of deposit of EPF/ESI etc. for wages for the next month.

38. Contractor shall pay wages to all its employees on last working day of the month. Schedule of process to be followed is asunder:

Sr. No.	Activity	Who/ Party	Turnaround Time
1	Raising of Attendance to NSU Administration	Agency	20th of every month
2	Verification of Attendance	NSU	22nd of every month
3	Raising of Invoice to NSU	Agency	24th of every month
4	Release of Payment	NSU	28th of every month
5	Salary Disbursal	Agency	Salary should be credited to individual a/c on last working day of every month

39. The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. Apart from this, the Contractor shall also pay government statutory charges on the gross bill at the rates as applicable from time to time. The Contractor will submit a copy of the receipt in the NSU Tirupati. Deduction on account of government statutory charges on the gross bill may be deducted at source if there are any instructions from the concerned authorities in this regard.
40. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc., and the Contractor shall report the compliance thereof to the Registrar, NSU Tirupati. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.
41. The Contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees deployed for the preservation of peace and protection of persons and property of the University.
42. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his/her duties satisfactorily or indulges in any unlawful act or misconduct, the Contractor shall take suitable action against such employee on the direction of the Registrar, NSU Tirupati or any other officer so authorized by him in this regard.

43. In case of any complaint/defect pointed out by the University authorities, the Contractor shall immediately replace the person so deployed.
44. The University shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract.
45. The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time including Labour laws and shall indemnify NSU TIRUPATI from any claims in this regard.
46. It will be the sole responsibility of the Contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:

Employment of Children Act
Workmen Compensation Act
Contract Labour (Regulation & Abolition) Act 1970.
Minimum Wages Act
Employees Provident Fund and MP Act
ESI Act
GST Act & Rules
Professional Tax
Any other act or legislation as may be applicable and in force from time to time.

47. The Contractor shall comply with all the statutes and will be responsible for any prosecution or liability arising from breach of any of those laws.
48. **RESOLUTION OF DISPUTES:** In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Registrar, NSU TIRUPATI or any other officer nominated by the Registrar, NSU TIRUPATI for arbitration whose decision shall be final and binding on the parties. The Contractor agrees that the arbitrator could be an employee of the University & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration and Conciliation Act, 1996.

49. **TERMINATION OF THE CONTRACT:**

The contract may be terminated in any of the following contingencies: -

1. On giving one month's notice by the University.
OR
2. On the expiry of the contract period, without any notice.
OR



3. On giving one month's notice by the University at any time during the tenancy of contract; in case the services rendered by the Contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for the services.

OR

4. On Contractor being declared insolvent by the competent Court of Law without any notice.

OR

5. Non-compliance of statutory norms and terms and conditions of the Tender Document or Agreement will lead to termination of contract.

OR

6. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.

OR

7. On giving three months' notice by the Contractor

"Provided that during the notice period for termination of the Contract, in the situation contemplated above, the Contractor shall continue discharging his duties as before till the expiry of notice period".

In case of termination of contract on the grounds mentioned at Sr. 3 & 5, above OR in case of Contractor decides to conclude the contract before the expiry of twenty-four months from the date of commencement of contract, Contractor shall forfeit the bank guarantee held with the University.

50. Last Payment: The last payment of the Contractor will be cleared only after obtaining clearance of any liabilities not pending.

51. All the pages of the Tender Document must be duly signed and stamped by the agency, thereby agreeing to all Terms & Conditions mentioned in the Tender Document & the Agreement as appended, failing which shall lead to DISQUALIFICATION from further tender process.

52. The Professional Tax Registration Number is to be submitted by the tender winning (successful bidder) firm at the time of signing the Agreement.



ANNEXURE - 1

Sr. No.	Category of Contractual Employees to be provided	Approximate Number of Employees required (likely to change as per requirement from time to time)	Minimum Qualification and Experience
1	Unskilled Housekeeping Staff	35-40	As per the University norms

Note: The University may engage, in addition to the above, about 30-40 unskilled workers to mainly work in Hostel Messes, as and when they are opened after the Corona Pandemic.



ANNEXURE - 2

(To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public)
(To be submitted along with the Technical Bid)

AFFIDAVIT

I/We (Name)_____ Contractor/Partner/Sole Proprietor (strike out which is not applicable of (Firm)_____do hereby solemnly affirm and declare that the individual/firm/companies are not blacklisted by any Government Department or an autonomous body.

DATE, THE day of 2021

DEPONENT

ADDRESS _____

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

DATE, THE day of 2021

DEPONENT





ANNEXURE - 3

ACCEPTANCE CERTIFICATE

(To be submitted along with technical bid)

I.....(Designation).....of

(Name of the Firm/ Agency/ Company)

Have read and understood and hereby unconditionally accept the terms and conditions of the tender and agreement in its entirety for the Manpower Services (Housekeeping, Technical and Other Staff)

In case any provision of the tender is found violated, NSU Tirupati shall be at liberty to reject this tender including the forfeiture of the full said Earnest Money Deposit absolutely and I/We shall not have any claim/right against NSU Tirupati in satisfaction of this condition.

Signature of Authorized Signatory

Company Seal / Stamp

Date:

Place:



ANNEXURE - 4

DETAILS OF CLIENTS AND STAFF DEPLOYED

(Use separate sheet without changing the format, for giving, if required, client-wise details)

Submit photocopies of the relevant work orders, extensions (if any), Client Certificates, agreement which must clearly give full details about contract period, category of staff provided and its number.

Name & Address of Client (s) (Do not use abbreviations)	Period (From - to) (DD/MM/YYYY)	No. of Personnel deployed	Remarks (if any)

Signature of the Contractor or his authorized signatory with seal of the Agency/firm



DRAFT AGREEMENT

This agreement has been signed on this ___ day of ___, 2021 at Tirupati.

BETWEEN

National Sanskrit University (NSU), Tirupati having its Office Balaji Colony/Reservoir Road, Tirupati - 517 507 (hereinafter referred to as **UNIVERSITY**) being "The Party of the First Part".

AND

M/s _____, having its registered office _____ at _____

(hereinafter referred to as **CONTRACTOR**) being "The Party of the Second Part".

WHEREAS UNIVERSITY, an Autonomous Organisation, under the Ministry of Education, Government of India is in requirement of the manpower as necessary.

WHEREAS **CONTRACTOR** is engaged and running the business of Manpower Outsourcing Services (Housekeeping, Technical & Ministerial) to the Govt., Semi Govt. Department, Private Organization and Office premises etc.

AND

WHEREAS **CONTRACTOR** undertakes to provide the requisite number of temporary Housekeeping, Technical and Other Staff, as per terms and conditions agreed upon by both the parties.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

TERMS AND CONDITIONS

1. Scope of the Work: Providing Housekeeping employees (Male / Female), and other category of employees as per the requirement of the University from time to time. Contractor shall also carry out any other jobs assigned by the Registrar or his nominee in the interest of services provided to the University. Scope of the work can be customized depending upon the requirements of the University.



2. All the terms and conditions stated in the Tender for Manpower Outsourcing Services (Housekeeping technical and Other Staff (Tender Document No: 05/2021 NSUT/Admn_manpower dated 04/06/2021 shall also be part and parcel of this agreement unless otherwise specifically mentioned herein.
3. The Contractor has quoted administrative charges @ _____% keeping in view of monthly deduction of present prevailing TDS, TCS on GST and other statutory deductions as applicable from the bill, expenditure towards uniforms, shoes, identity card, to be given to all staff within 30 days of the commencement of contract, verification of character & antecedents and all the statutory charges relating to this contract, etc.; and reasonable margin thereafter. The University has responsibilities as Principal Employer and would like to ensure that no complaints from workers must be received regarding delay in payment, improper reduction in wages, seeking monetary return by the Contractor from the workers, etc. thereby affecting the performance of the workers.
4. **Duration of the contract shall be initially for two years subject to appraisal and review by the University authorities from time to time and in case the jobs performed by the employees deployed by the Contractor are not found to be satisfactory, the contract shall be terminated even before the said period by giving notice of one month to this effect. However, the contract can also be terminated by giving a written notice of thirty days by either side.**
5. The Contractor shall submit Bank Guarantee equivalent to one month wage (gross) bill within fifteen days from the date of signing this agreement calculated based on the number of employees deployed and wage structure approved. Bank Guarantee shall be used in case Contractor fails to pay its employees or in case of violation of any of the terms and conditions of the contractor in case of any default. The Bank Guarantee shall be valid for the period up to (27 months from the date of commencement of the contract). Whenever wage bill amount increases by 10% of the initial amount, additional Bank Guarantee shall be submitted by the Contractor. The validity of the Bank Guarantee shall be for the currency of the Contract period and three months thereof.



6. All the terms and conditions stated in the Tender for Manpower Outsourcing Services (Housekeeping, Technical and Other Staff) in Tender Document No: 05/2021 NSUT/Admn_Manpower/ dated 04/06/2021 shall also be part and parcel of this agreement unless otherwise specifically mentioned herein.

7. PAYMENTTERMS:

- a. The University shall on monthly basis reimburse monthly total cost of manpower deployed at the University premises by Contractor as given in **Annexure-1**.
- b. The Administrative charges payable by the University shall be % of gross wages during the tenancy of this agreement including the future extensions (if any).
- c. Taxes as applicable shall be paid by the University on total bill. TDS & TCS on GST presently shall be deducted monthly by the University from the bill as per the prevailing rate.
- d. In the event of revision of wages by appropriate authority at any time, the same shall be accordingly revised. Contractor shall submit a letter and relevant notifications to the University to facilitate the process.
- e. The Contractor is under obligation to submit Employees' Provident Fund and ESIC challan of the previous month along with the current bill raised. The reimbursement of the monthly bill of the respective head would be subject to the submission of the respective EPF and ESIC challan by the Contractor. Failure to submit the challan as stated, penal deduction of Rs. 1000/- per day will be levied on Contractor from the due date of deposit of EPF & ESIC. Contractor shall obtain separate account head from EPF authorities to be used exclusively for NSU Tirupati employees.
- f. Administrative charges will be withheld by the University if Contractor defaults on legal and statutory compliances consecutively for two months, written notice shall be issued to the Contractor for termination of contract.
- g. Invoice for the running month shall be submitted to designated official of the NSU Tirupati on 24th every month covering the period from 20th of earlier month to 19th of running month. Schedule of processing of monthly bill will be as follows:



Sr. No.	Activity	Who/ Party	Turnaround Time
1	Raising of Attendance to NSU Administration	Agency	20th of every month
2	Verification of Attendance	NSU	22nd of every month
3	Raising of Invoice to NSU	Agency	24th of every month
4	Release of Payment	NSU	28th of every month
5	Salary Disbursal	Agency	Salary should be credited to individual a/c on last working day of every month

If any of the dates (except Sr. 4) happens to be holiday, the activity will be performed on the next working day.

The Contractor will deposit the wages and applicable allowances in individual's bank account. EPF, ESIC and Other statutory components shall be deposited by the Contractor with the respective agencies on or before the due dates. The Contractor shall submit the bank deposit slip of payment of wages paid to his employees deployed at NSU acknowledged by the bank to NSU Administration on the last working day of the month.

8. Statutory Obligations:

- a. It is obligatory on the Contractor to comply with all applicable provisions/ rules/ regulations under various acts and regulations applicable as per Central Govt. Minimum Wages Act, 1948 (as amended).
- b. University will not be responsible for violation / contravention of any of the applicable laws, rules and regulations by the Contractor. University incurs, if any, damage due to the non-compliance with the aforesaid laws by the Contractor, then the University shall be indemnified by the Contractor to the extent of loss suffered due to the said violations.
- c. Contractor shall abide by all laws of the Country including Labour Laws (ESI, EPF, Bonus, Income Taxor any other applicable taxes levied by the Central and State Governments) Companies Act, Tax Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Contractor, and it shall not



involve the University in any way what-so-ever.

- d. The Contractor shall in no case pay its employees less than the wages plus applicable allowances per month being reimbursed by University. The payment should be made on the last working day to employees by crediting into their respective bank accounts and a record of that should be kept in a Register which may be examined by the University at any time.
- e. Contractor will apply to the Labour Commissioner for obtaining a Labour License and will submit a copy of license to Administration Section within 30 days from the date of award of contract.

9. Interference

In case activities of Contractor employees are found harmful to the interest of the University, then the Contractor shall be under obligation to change the employees deployed. Any loss or damage to the property of the University caused by Contractor employees will be compensated by the Contractor only.

10. Relationship

The contract will be on 'Principal to Principal' basis and cannot be transferred or assigned by the Contractor to any other person / firm. If any liability, in terms of order, award, or decree is fastened on the University regarding employment of Contractor's employees with University, the said liability can be adjusted by the University from the bills payable to the Contractor. The Contractor shall not appoint any Sub-Company / Agency to carry out any obligation under the contract.

11. General

- a. The Contractor will certify on the bill that the monthly wage bill of his all categories of contractual employees deployed by him in this University is complete and no person has been left and no supplementary bill will be submitted thereafter.
- b. In addition, the University will have liberty to increase/decrease the total number of employees by giving reasonable notice to the Contractor. The Contractor should take prior approval of the competent authority of the University before deploying any person in the University.
- c. The Contractor shall be responsible for all injuries and accidents to employees employed by him on NSU Tirupati sites. Contractor will also cover, through an Insurance Policy, its



personnel for personal accident whilst performing the duty.

- d. The Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Contractor is found misbehaving with the NSU staff or any other staff member/student of the University, it shall terminate the services of such employees on the recommendation of the designated official of the NSU Tirupati. The Contractor shall issue necessary instructions to its employees to act upon the instructions given by the staff of the University.
- e. The Contractor shall take day to day instructions from the Designated Officer/s or his Deputy, in his absence, of the University.
- f. The employee of the Contractor shall be of Good character, sound health and shall not be below 18 years of age.
- g. The manpower proposed to be deployed by the Contractor shall be subject to screening by the University to ascertain their suitability and skills. Before deploying an employee in the University, the Contractor shall furnish complete particulars and obtain written approval of the designated officer of the University on a Proforma to be collected from Administration Office of the University.
- h. It is desirable that housekeeping employees provided should have knowledge of handling mechanized housekeeping gadgets. Similarly, technical employees should have experience of working on latest technology/gadgets. Also, employees should be trained on Fire Extinguishing methods. Contractor shall train the employees to satisfy the needs of the University wherever necessary.
- i. All housekeeping / Technical employees should have working knowledge of local and Hindi language. However, employees having knowledge of English language may be preferred.
- j. The Contractor shall provide the details of the employees, proposed to be deployed viz., their name, father's name, DOB, residential address, telephone number, mail ID, recent passport size photograph in the form of a data base in both hard & soft form and also provide a local police clearance certificate. Police verification is mandatory in respect of all employees employed. The same shall be submitted to the NSU Tirupati Administration.
- k. The Field officer of the Contractor shall maintain an Occurrence Book which will be made available to the Designated Official/s of the University.
- l. University reserves the right to ask the Contractor to remove any employee deployed, without assigning any reason/notice.
- m. The Contractor shall supply trained manpower. The Contractor shall also undertake at its own expense in consultation with the University, a Continual updating of skills and processes and procedure to be followed by the employees provided to the University by organizing suitable training schedules for them. The Contractor shall also provide a



tentative yearly schedule / plan for training its employees. A proper record of the training of its employees shall be maintained by the Contractor. The Contractor will also include the training and updating skills of its employees in consultation with the Officer/s of the University at no additional expense to the University. The University may agree to provide Space/Lecture Hall for such training Program.

- n. Employees provided by the Contractor shall also be trained on the Firefighting equipment / detection and Alarm system installed in the University. In case of an outbreak of fire they should be able to undertake fire-fighting operations. The employees selected for deployment will compulsorily undergo ON-SITE Training for at least three days under Contractor's arrangements and expense.
- o. The Contractor shall supply annually two pairs of uniforms (all weather) with shoes free of cost (at his own cost) with Name plate to the employees deployed by it. The University shall not allow employee of the Contractor to work inside the University without uniform. If during the period of contract, the uniform is torn, it shall be the responsibility of the Contractor to supply another uniform to the person free of cost on the basis of wear & tear and ensure that the persons wear neat and clean uniform while they are on duty in the University. The Contractor shall provide the Identity card to each employee working on NSU Sites counter signed by the designated officer of the University.
- p. Contractor's employee will not be allowed to perform double duty / work for additional hours unless authorized by the Officer/s of the University.
- q. No employee of the Contractor shall work for more than 26/27 days in a month or as specified by Labour Laws. Weekly off is mandatory for all as per Labour laws.
- r. The Contractor will get all the employees on its roll, verified of their antecedents through Police and a certificate to this effect be furnished by the Contractor to the University within seven days of initial deployment. Subsequent deployment shall be only after clearance from police and certificate to that effect. The Contractor should maintain proper record/documents of the same. These documents are required to be produced to the University whenever required.
- s. The Contractor shall have proper standard and procedures of recruitment and training. The Contractor will provide a copy of Training Manual for inspection to the University.
- t. The Contractor shall have a proper system for checking the attendance (preferably biometric) of employees on duty, day & night for every shift (as applicable). Records of the same should be effectively maintained and shortcomings if any should be immediately rectified.
- u. The Contractor shall deploy, at his own cost, "Field Officer" experienced in the field of housekeeping/Technical and allied areas for taking care of queries/matters relating to general discipline, incidents, and accidents relating to its employees and also for immediate



interaction with the University authorities. A record of every lapse small or big will be reported by the Field Officer to the designated NSU Tirupati Official. A monthly meeting with the Field Officer will be held for follow-up.

- v. That no right, much less a legal right shall vest in the Contractor's employee to claim/have employment or otherwise seek absorption in the University nor the Contractor's employee shall have any right what so ever to claim the benefits and for emoluments that may be permissible or paid to the employees of the University. The employee of Contractor will remain the employee of the Contractor and this shall be solely the responsibility of the Contractor to make it clear to their employees before deputing them on work at the University.
- w. The Contractor should have an Investigation Cell to carry out Investigation of thefts, accidents or any other matter required from time to time.

12. Liabilities and Penalties:

The Contractor shall perform all the assigned jobs to the satisfaction of the University and shall be liable for any loss or damage to University as stated herein:

1. Payment of wages made by University to Contractor shall be disbursed by Contractor to its concerned employees on or before the last working day of the respective month. For this purpose, Contractor shall facilitate bank account opening of employees.
2. In case the Contractor fails to make timely payments to its employees (or) if any employee of the Contractor reports to the University regarding non-payment of dues as per wage structure agreed by, the University on being satisfied of the complaint shall terminate the contract.
3. In case of payments of ESIC & EPF, the Contractor shall produce original challans /receipts to the University along with exclusive Electronic Challan cum Return (ECR) filed for the employees deployed at NSU Tirupati site for verification & records. Failure to produce (or) delay in statutory remittances paid to the individual employee accounts shall entail penalty as decided by the Competent Authority.
4. Penalties:
 - (a) Penalty at INR 100/- per person per month will be charged for not giving timely Salary Slips to the employees i.e., on (or) before 05th of every month (or) within three days of credit of salaries, whichever is earlier.
 - (b) Penalty at INR 1000/- per person per month will be charged from the Contractor, if the uniforms & shoes are not given within thirty days of award of the contract. Penalty shall be levied from the day of completion of thirty days of award of contract.
 - (c) Penalty at INR 100/- per person per month will be charged for not giving proper strong



and durable ID cards mentioning all basic details like Name, Designation, Blood Group, Date of Birth, Place of Deployment etc. to the employees within thirty days of award of contract.

(d) Penalty at INR 100/- per person per month will be charged for not submitting the police verification certificate of the employees within thirty days of the award of contract.

(e) Non-compliance with statutory norms and terms and conditions of the Tender Document & Agreement will lead to termination of contract.

5. None of the employees of the Contractor shall enter into any kind of private work at different locations of the University during working hours or otherwise. The Contractor should not put its employees in different shifts at other locations other than University & they should not be employed by other agencies to do so also.
6. The persons deployed by the Contractor shall maintain decorum in the University and shall not cause hindrance, obstruction (or) vitiate the working environment in anyway.
7. The Contractor and its employees shall take due and required steps and precautions to preserve from loss, destruction, waste and misuse, the areas of responsibility given to them by the University and shall not knowingly lend to any person or company, any effects or assets of the University under its control.
8. In event of any loss being caused to the University that is prima-facie on account of the negligence and/or dereliction of duties by the Contractor or its employees, a Joint Committee comprising of a representative of the University and Contractor shall determine whether the loss is on account of Unsatisfactory performance of the Contractor and in that case, it will also determine the compensation to be paid to the University by the Contractor. The recommendations of the Joint committee will be subject to the approval of the University Registrar or his nominee.
9. The liabilities up to INR 1 lakh will be met by the Contractor and for the liabilities of more than INR 1 lakh, Contractor may make good such a loss through an insurance cover if it has one, which would specifically enable payment of compensation to University for the losses suffered due to negligence or poor performance by the Contractor/its employees, and the compensation will be as per Insurance rules. Alternatively, it should be covered by the Firm/ Agency itself.
10. However, the Contractor will not be held responsible for the damages caused due to natural calamities like lightning, earth quake, floods, etc.
11. The Contractor shall not be allowed to change its name after the award of the contract.



12. **Last Payment:** The last payment of the Contractor will be cleared only after obtaining clearance of any liabilities pending of University.

13. **Jurisdiction:**

This agreement is subject to Tirupati Jurisdiction, in case of any dispute, only Tirupati Courts will have jurisdiction.

14. **Termination:**

- On giving one month's notice by the University.
OR
- On the expiry of the contract period, without any notice.
OR
- On giving one month's notice by the University at any time during the tenancy of contract; in case the services rendered by the Contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for the services.
OR
- On Contractor being declared insolvent by the competent Court of Law without any notice.
OR
- Non-compliance with statutory norms and terms and conditions of the Tender Document & Agreement will lead to termination of contract.
OR
- On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.
OR
- On giving three months notice by the Contractor

"Provided that during the notice period for termination of the contract, in the situation contemplated above, the Contractor shall continue discharging his duties as before till the expiry of notice period".

In case of termination of contract on the grounds mentioned at Sr. 3 & 5 above OR in case of Contractor decides to conclude the contract before the expiry of twenty-four months from the date of commencement of contract, Contractor shall forfeit the Bank Guarantee held with the University.

In case any provision of the Agreement is found violated, the University shall be at liberty to



terminate this Agreement including the forfeiture of the full said Bank Guarantee absolutely and the Contractor shall not have any claim/right against the University in satisfaction of this condition.

(Registrar)

Name of the Authorized Signatory

Name of the Agency/Firm

National Sanskrit University

Tirupati

PARTY OF THE FIRST PART-
UNIVERSITY

PARTY OF THE SECOND PART-
CONTRACTOR

WITNESS

WITNESS1

Signature_____

Signature_____

Name_____

Name_____

Address_____

Address_____

WITNESS-2

WITNESS-2

Signature_____

Signature_____

Name_____

Name_____

Address_____

Address_____