

TENDER DOCUMENT

Common to All Tenders/ EOI

Tender Schedule

- | | |
|--|---|
| a) Last Date and Time for the submission Tender Document : | 28.07.2018 up to 3.00 PM
by Speed Post/ Registered
Post/Courier |
| b) Date and time for opening of the Technical Bids: | 28.07.2018 at 4.00 PM in
the office of the Registrar,
G. M. university |
| c) Cost of Tender Paper: | Rs.500/- (Rupees Five
hundred only) in shape of
Bank Draft in favour of
Comptroller of Finance,
G.M.University, Sambalpur |
| d) Bid Security (EMD): | Rs.5000/- (Rupees Five
thousand only) in shape of
Bank Draft in favour of
Comptroller of Finance,
G.M.University, Sambalpur |

Note: Late bid shall be out rightly rejected.

Sd/-
REGISTRAR



**GANGADHAR MEHER UNIVERSITY
SAMBALPUR, ODISHA.**

NOTICE INVITING EOI

Gangadhar Meher University (GMU), invites sealed EOI for providing service towards **Sweeping and cleaning of total University campus.** Details of the terms and conditions of tender are available on GMU's website www.gmuniversity.ac.in.

(The bidders are required to submit a Bank Draft of Rs.500/- (Rupees Five hundred only) with their EOI. The EMD of Rs.5000/- (Rupees five thousand only) will be submitted later on during the process of tender).

BIDDER'S PROFILE

(To be filled in & returned with the documents)

1. Full Name of the Firm
(In Capital letters)

2. Firm Address

3. Telephone No

Office:-

Residence:-

Mobile :-

Fax No :-

4. Name / Names of Proprietors ,
Partners / Directors.

5. Registration certificate under GST Act must be furnished

6. Income Tax account number / PAN Number
(Last Income Tax Clearance certificate to be attached)

7. Details of similar past work and . experience of similar nature. (Certificate from the past employer should be enclosed)

I do hereby certify that the above mentioned particulars are true and correct.

Signature of the Bidder

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Registrar, G M University, Sambalpur requires the services of reputed, and financially sound Service Providers to provide services of Sweeping and Cleaning on contract basis.
2. There is tentative requirement of the services of 20 (Twenty) manpower (Sweeper and Cleaner).
3. The contract for providing the aforesaid is likely to commence from the date of agreement and would continue for one year. The period of the contract may be further extended beyond the contract period provided the requirement of the office for manpower persists at the time or may be curtailed/ terminated before the period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirements of the office. **The Registrar, G M University however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.**
4. The interested "Service Providers" may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five Thousand only) along with Proof of Tender Paper Cost and other requisite documents by 28.07.2018 up to 3.00 PM by Registered/ Speed Post/Courier to Registrar, G M University, Sambalpur. No other mode of submitting tender documents are acceptable.
5. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Service Provider are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Sweeping and Cleaning " and "Financial Bid for Providing Sweeping and Cleaning ". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Providing Sweeping and Cleaning at G M University".
6. The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft / Pay Order drawn on any bank in favour of the Comptroller of Finance, G M University payable at Sambalpur and it should accompany the Technical Bid failing which the tender application shall be rejected summarily.
7. The successful tenderer will have to deposit a Performance Security Deposit of 10% in the form of Bank Guarantee from any Nationalized Bank in favour of the Comptroller of Finance, G M University covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
8. The tendering Service Providers are required to enclose photocopies of the following documents (duly self attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:
 - (a) Copy of registration of applicant organization.
 - (b) Copy of the Service Tax / GST Registration certificate of the Service Provider issued by the competent authority.
 - (c) Copy of PAN card / TAN card and Aadhaar card.
 - (d) Copy of the IT returns filed for the last three consecutive financial years. (2015-16, 2016-17 & 2017-18)
 - (e) Copy of the Balance Sheet and P&L Account for the last three consecutive years duly certified by the Chartered Accountant. (2015-16, 2016-17 & 2017-18).

- (f) Copies of EPF and ESIC registration certificates with up to date ECR for deposit.
- (g) Copy of the Labour License/Registration under the Contract Labour (Regulation & Control) Act, 1970 if any.
- (h) Certified extracts of the Bank Account containing transactions during last three consecutive months.
- (i) Experience certificate of providing cleaning services to Government Department, Institutions / PSUs etc. inside Odisha only as mentioned in Clause-2 of Technical Specification of Tender documents.
- (j) Evidence of availability of training facility and service equipment and gadget in the form of an undertaking.
- (k) An affidavit in original to the effect that no case is pending with the police against the Proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider has not been blacklisted.
- (l) Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider in token of their acceptance.
- (m) Copy of Registration Certificate under Odisha Shop & Commercial Establishment Act.
- (n) The Technical Bid should be Properly indexed with Page Marking. Requisite Documents should be annexed serially for easy evaluation.

9. Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.

10. All entries in the tender form should be legible and filled up-clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Amounts quoted in figure should be repeated in words and in case of any discrepancy the amounts stated in words shall prevail. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids. Financial Bid Submitted in Open form shall be summarily rejected.

11. The Technical bids would first be taken into consideration by a Committee.

12. The Technical bids shall be opened on the scheduled date and time in presence of the representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one person authorized for each bidder shall be allowed to be present at the time of opening the tender. For attending the Bid Opening, no separate intimation shall be given to the Participated Agency.

13. The Financial Bid of only those tenderers will be opened whose Technical bids are found to be in order. The Financial bids shall be opened in the presence of the authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder (L1) in the Financial bid would be considered.

14. The quoted rates shall not be inclusive of all taxes / dues fixed / notified by the Government of Odisha and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Government shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of EPF & ESI contribution.

15. The Competent Authority of the Registrar, G M University, Sambalpur reserves the right to annul any or all bids without assigning any reason.

16. The Authorized signatory shall submit the letter of authorization.

17. The Service Provider should have its own Bank Account.

18. The registered office or one of the branch offices of the Service Provider should be located in Odisha. In case there is no branch office in Sambalpur, the successful bidder will have to open branch office in Sambalpur within two months of the signing the agreement.

19. All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.

20. The Registrar, G M University, Sambalpur reserves the right to call for any document in original including the bank account to verify the veracity of the documents.

REGISTRAR

TERMS & CONDITIONS OF THE AGREEMENT

GENERAL

1. The Agreement shall commence from the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, etc. or change in requirements.
2. The effectiveness of the agreement commences from the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year from the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.
5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other Service Provider or organization by whatever name be called without the prior written consent of the Authority.
6. The G.M.University has approx. requirement of 20 (Twenty) numbers of Sweeping and Cleaning personnel. The requirement of the GMU may further increase or decrease marginally, during the period of initial contract and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
7. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
8. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non responsive or violating any of the conditions / specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
9. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall work under the guidance of the Registrar, GMU.
10. The entire financial liability in respect of Sweeping and Cleaning service personnel deployed in the G M University, Sambalpur shall be that of the Service Provider and GMU will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing Act and adduce such evidence as may be required by the authority.
11. All sweeping & Cleaning staff should carry/ affix the badge, showing their photographs. The tenderer shall not deploy/ remove any personnel without informing the authorised person of the GMU.
12. GMU shall have the right to ask for the removal of any sweeping and cleaning staff engaged by the agency, which is not found to be competent and orderly in the discharge of his duties. In that case the agency is bound to provide the substitute within one day.
13. Payment of salary to the staff engaged by the agency should be made through electronic mode of payment in the Bank Account.

14. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against GMU, Sambalpur.

15. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Registrar, G M University, Sambalpur shall, in no way be responsible for settlement of such issues whatsoever.

16. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.

17. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the Directorate during the contract period or after expiry of the Agreement.

18. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

19. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with GMU under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.

20. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and copy of the registration(s) should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

21. In the event of any Sweeping and Cleaning personnel being onleave / absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the Office of the Registrar, GMU. For reserve personnel police verification report must have obtained prior to engagement.

22. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit a report to Director of Industries, Odisha for filing a FIR or other action wherever necessary. If needed, joint enquiry will be conducted comprising both the parties and responsibility will be fixed.

23. The persons deployed by the Service Provider should have good police records and no criminal case should have been pending against them on the date of engagement or during engagement.

25. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Office. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

26. No person shall be absent from duty without prior intimation and permission of authorized officer of the Registrar, GMU and no person shall perform double duty, failing which it shall invite a penalty of Rs.1,000/- (Rupees One thousand) on each occasion and habitual offender in this regard shall be removed from the service. The penalty on this account shall be deducted from the agency's bill.

27. All liabilities arising out of accident or death while on duty shall be borne by the agency.

28. After finalization / acceptance of the tender, an agreement will be signed between successful tenderer / Service providing agencies & The Registrar, G M University, Sambalpur.

29. The Registrar, G M University, Sambalpur reserves the right to cancel or reject all or any of the tender without assigning any reason.

30. Cleaning, Sweeping & Sanitation etc. are to be carried out daily preferably in mechanized way. The Sweeping & Cleaning work also includes Pest Control, removing cobwebs, Cleaning and

Dusting of Furniture, etc. as per appropriate methods. Cleaning the outer walls of the GMU building including Glass and ACP fittings therein are to be considered as part of the duty. The intending agencies are requested to visit the academy during any working day to ascertain the proposed work.

The firms are required to furnish complete proposals for daily cleaning of floors, staircases, passage, rooms, carpet area etc. of the Office (All rooms including Toilets), along with cleaning of Internal roads of the campus of GMU and all Class Rooms.

The firm shall ensure cleaning of the office rooms, adjoining roads, pavements, footpaths daily by 8.30 AM or any other time as per the requirement to be informed by the Authority (Head of Office). All the toilets of the Office must be cleaned twice daily.

It shall be responsibility of firm to segregate dispose of garbage at least once in a day or at any time when garbage are accumulated in a larger quantity beyond the capacity of dustbin / garbage drum at his own cost.

The staff engaged by the agency shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer (Head of Office) of the Registrar, G M University, Sambalpur. Adequate supervision will be provided to ensure correct performance of the said sweeping & cleaning and other services in accordance with the prevailing assignment / instruction agreed between the two parties in order to exercise effective control and supervision over the staff deployed by the agency. The supervisory staff will move in their areas of responsibilities.

The service provider shall arrange the trolley etc. for carriage of materials like garbage, malba, minor building rubbish etc. to be disposed of beyond the premises area.

The Service Provider will ensure that all the Sweeping & Cleaning as detailed in Schedule "A" are done to the satisfaction of the authorities of The Registrar, G M University, Sambalpur.

Penalties:

31. In case any complaint is received attributable to misconduct / Misbehaviour of agency's personnel a penalty of Rs.1,000/- for each such incidents shall be levied and the same shall be deducted from the agencies bill. Further, the concerned agency personnel shall be removed from the systems immediately. In case the agency fails to commence / execute the work stipulated in the agreement or un-satisfactory performance or does not meet the statutory requirements of the contract, the Registrar, GMU reserves the right to impose the penalty up to 2% of cost of order / agreement per week.

32. For not reporting to the duty by the Sweeping & Cleaning and other Personnel in time a minimum penalty of Rs.1000/- will be imposed per default and maximum penalty as decided by the Competent Authority.

33. For misbehaviour of the Sweeping & Cleaning Rs.1000/- will be imposed per default and maximum penalty as decided by the Competent Authority. For not providing substitute Sweeping & Cleaning, Rs.2000/- will be imposed per default and maximum penalty as decided by the Competent Authority.

34. For causing damage to the public property: Three times the market value of the damaged property or Rs.5000/- whichever is higher per default.

35. For breach of any of the conditions of the contract - Termination of contract and forfeiture of Performance Security or a minimum penalty of Rs.5000/- per default as the case may be depending

upon the grounds of violation.

36.If sweeping & cleaning is not observed up to the satisfaction of the The Registrar, G M University, Sambalpur, a penalty of minor fine of Rs.1000/- per incident or a major fine of Rs.5,000/- per incident will be imposed on the agency.

37.The Sweeping & Cleaning Personnel engaged by the agency shall be dressed in neat and clean uniform (including proper name badges), failing which it shall invite a penalty of Rs. 1000 on each occasion and habitual offender in this regard shall be removed from the service. The penalty on this account shall be deducted from the agency's bill.

38. For persistent breach or unsatisfactory services - termination of contract along with forfeiture of performance security and blacklisting.

39. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

40. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Office the Registrar, GMU shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Registrar, G M University, Sambalpur.

41. The Service Provider shall also be liable for depositing all taxes, levies, Cess, etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Registrar, G M University, Sambalpur.

42. The Proprietor/ Firm/ Agency shall be responsible for the payment/ statutory obligations under labour laws such as EPF, ESI, Gratuity, Leave, weekly off days etc. to its personnel. The agency will produce documentary proof every month of the account of contribution of service Tax/ GSTIN, ESI and EPF along with monthly bill.

43. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of The Registrar, G M University, Sambalpur or any other authority under Law.

44. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by The Registrar, G M University, Sambalpur.

45. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, Directorate of Industries, Cuttack is put to any loss / obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed outof the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

46. The Service Provider shall be held responsible for any loss/ damage to the equipment and instruments of the G.M.University provided to the manpower deployed by the Service Provider due to the negligence or wilful damage as assessed by the Registrar, G M University, Sambalpur.

47. The Agreement is liable to be terminated because of non performance, deviation of terms and conditions of contract, non payment of remuneration of employed persons and non-payment of statutory dues. This Office will have no liability towards non payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the The Registrar, G M University, Sambalpur by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

48. The decision of the office of the Registrar, GMU in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

49. The successful tenderer will have to deposit a Performance Security Deposit of three months remuneration of manpower provided including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Comptroller of Finance, G.M.University, Sambalpur covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.

50. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.

51. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Head of Office in respect of the persons deployed and submit the same to O/o the Registrar, GMU in the first week of the succeeding month. The Registrar shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.

52. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and The Registrar, G M University, Sambalpur shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to security personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the The Registrar, G M University, Sambalpur for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws / Acts, including but not limited to the following and their re-enactments / amendments / modifications:

I) The Payment of Wages Act 1936

II) The Employees Provident Fund Act, 1952

III) The Contract Labour (Regulation) Act, 1970

IV) The Payment of Bonus Act, 1965

V) The Payment of Gratuity Act, 1972

VI) The Employees State Insurance Act, 1948

VII) The Employment of Children Act, 1938 / Child Labour Act. VIII) Minimum Wages Act, 1948

53. Penalty will be levied and recovered @ Rs.500/- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.

54. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

55. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

56. The Personnel deployed by the Service Provider at GMU shall work under the direct supervision and control of the O/o the Registrar. The full particulars of the personnel to be deployed by the service provider including their names and addresses, Photograph, Aadhaar Card, Voter ID Card shall be furnished to the Registrar, GMU along with the testimonials and antecedent report from local Police Station before their actual deployment. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the Registrar, G.M.University.

57. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

58. The successful bidder will enter into an agreement with The Registrar, G M University, Sambalpur for supply of suitable and efficient Sweeper and Cleaner as per requirement of this office on the above terms and conditions.

59. There would be no increase in rates payable to the Service Provider during the Contract period except reimbursement of the incremental wages paid by the Service Provider consequent upon revision of wages by the Government.

60. These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between G.M.University and the Service Provider and any non-compliance shall be deemed as breach of the Contract/Agreement.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

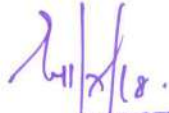
(Signature of Tenderer with seal)

Name :

Address :

Date:

Phone No (O) :


REGISTRAR
GANGADHAR MEHER UNIVERSITY
SAMBALPUR