



NORTH-EASTERN HILL UNIVERSITY
PERMANENT CAMPUS, SHILLONG – 793022

Notice Inviting Tender

No. F. 27-27/Admn/Outsource Agency/2019/Pt/ 840(A)

29th July, 2019

Sealed tender are invited on behalf of the North-Eastern Hill University, Shillong-793022, from reputed Firm/Manpower Agencies, having experience in rendering service in Government, Autonomous Institutions or large Private Institution for outsourcing of services, indicated against the schedules attached to this Invitation for Bid/Tender, under two bid systems in two separate sealed covers duly marked “**Techno-Commercial: Bid/Tender-Annexure I**” and “**Price/Finance: Bid/ Tender-Annexure II**”, placed in another sealed cover/envelope. Offers in sealed cover addressed to the Assistant Registrar (Admn), NEHU, Mawlai, Shillong – 793022 with the words “*Tender for providing manpower on outsourcing basis for NEHU*” - Tender No: and File No: with date boldly super scribed on the top of the envelope and the offer sent by registered / speed post, which is to reach on the date schedule and in time or dropped in the Tender Box placed near the Admn - I Section. In case, due to postal delay the Tender is received beyond the date due, the same would be summarily rejected as not dropped in time.

Bid document/Tender Schedules can be had from the Assistant Registrar (Admn), NEHU, Shillong-793022, Meghalaya on all working days (before closing time) on payment of non-refundable tender Fee for Rs. 5000/- (Rupees five thousand only) by hand or by Post Rs. 5100/- (Rupees five thousand one hundred only), in the form of Demand Draft drawn on any nationalized Bank in favour of **Finance Officer, NEHU, Shillong- 793022**. The University may make endeavor to dispatch the tender documents on receipt of the postal requisition expeditiously as possible. If there is postal delay in receipt of tender documents, the University is not responsible for the same. Bidder may refer to the University website for detailed terms/ conditions, addendum or corrigendum relating to tenders.

The tender document downloaded from the website will be accepted only on furnishing of non-refundable tender fee in the form of crossed demand draft/pay order for Rs. 5000/- separately drawn on any nationalized bank in favour of **Finance Officer, NEHU, Shillong-793022**, for each Tender and the tender cost should not be mingled with EMD and both the instruments should be enclosed along with techno-commercial bid, otherwise, tender will not be considered. Tender document may be referred to for EMD details. If the tender document is downloaded from our website, while furnishing the tender, it should be super scribed legibly on the left corner of the sealed cover as “TENDER COPY IS DOWNLOADED FROM NEHU WEBSITE”. www.nehu.ac.in

Date of commencement of sale of bidding document	:	29th July, 2019
Last date for sale of bidding document	:	20th August, 2019
Last date and time for receipt of bids up to 2.00pm	:	28th August, 2019
Time and date of opening of commercial bid	:	August, 2019 at 3.00pm
Time and date of opening of Financial bid	:	August, 2019 at 3.30pm

In the event of the date being declared as a closed holiday and the Office, Institution is closed on the date of submission of bids, then the said bid would be accepted on the following working day at appointed times, and opening of bids will be as per schedule on the following working day in schedule time as per notice inviting tender in the presence of attending bidders or their authorized representatives, if any.

Sd/-
Registrar
NEHU

SECTION I: NOTICE INVITING TENDER

1. Sealed tenders in two-bid system are invited by the Registrar, NEHU, Shillong as per enclosed specification and terms & conditions from reputed and experienced manpower agencies as per terms and conditions as stipulated in general conditions of contract as well as special condition of contract from interested service providers having requisite experience for a period of three years.
2. A complete set of bidding documents may be purchased by any interested eligible bidder on submission of written application and on payment of non – refundable fee as mentioned in the tender notice in the form of Demand Draft in favour of **Finance Officer, NEHU, Shillong**, payable at Shillong. Bidding document may be obtained during office hours on all working days either in person or by post.
3. Earnest Money Deposit (EMD) of Rs. 3,00,000/- (three lakhs – refundable) only in the form of Call deposit, Fixed deposit or Demand draft in favour of **Finance Officer, NEHU, Shillong**, is to be enclosed with Techno-commercial BID ‘A’ (Un-priced Bid)
4. The bidders should take care that the rates and amounts are written in figure and words as well.
5. The tendered rates should be kept opened for a period of three years from the date, whenever, the tenders are finalized.
6. Bidders should enclose attested copy of Goods and Services tax registration, PAN Number/Card, valid document regarding the existence and registration of the firm along with the with Techno-commercial BID ‘A’ (Un-priced Bid).
7. Please note that no counter proposal is acceptable and conditional tender / late tenders are liable to be summarily rejected.
8. A proof of ownership/partnership etc. shall be submitted along with verification of address, telephone & fax numbers.
9. Only Firms having sufficient experience and trained manpower, for handling such official functions regularly and ready to provide manpower at short notice should participate in the bid.
10. Bidders have to undertake that they have gone through the terms and conditions of contract and if agreed with all the terms and conditions stipulated in the tender document to drop their tender. In the event of non-execution/non-performing of the services required, etc. as per condition of the contract, it would invite for penalty for non-performance of which shall

additionally be included as per bids that is to be submitted under sealed cover /sheets and said penalty may be considered on their face value, according to their bid.

11. Bidders to undertake the rate contract agreement within 15 (fifteen) days from the issue of the letter of Award, failing which EMD deposit shall be forfeited forthwith and name of the said bidder will be removed from the list of registered agencies at NEHU, Shillong.

12. Bidders have to note that over writing/white fluid entries shall be deleted unless it is slated and re-written and initialed by the tenderer. The over writing shall not be allowed, however, after using white fluid and re-writing place to be ink signed by the tenderer with the seal of the firms.

13. The bidder /agency has to give a voluntary statement by way of an affidavit stating that they have not been blacklisted in the past by any Institution, Government/Private Agency. The affidavit is to be duly executed before the Notary Public or magistrate First Class on a non-judicial stamp paper of Rs.10/-. The bidder should have to submit that affidavit in original along with the tender document.

14. All Tender Papers are to be duly signed by the bidder on all the pages as a token of acknowledgement, having accepted all terms and conditions.

15. If the firm gives a statement in respect of any information, and subsequently, it is established that it is a false statement either before or after the award of the contract, then the firm/agencies bids documents will not be considered as successful tenderer in respect of the Notice inviting tender, in that event; the Earnest money as well as the security deposited shall be forfeited for providing misleading information to secure the tender.

16. Qualification for bidders:

(a) The bidding agency should have an average annual financial turnover of Rs. 2 crores (rupees two crores) during the last three years ending 31st March of the FY 2016 -17, 2017-18, 2018-19, (which are at least 30% of the estimated cost /value of award)

Similar contract of either of the following:-

- 3 similar works /contract (i.e. contract for provision of 80 personnel) of not less than 30% of the estimated cost /value of work or
- 2 similar works /contract (i.e. contract for provision of 100 personnel) in at least one establishment
- 1 similar works/contract (i.e. contract for provision of 150 personnel) in at least one establishment

17. Settlement of disputes: The Registrar, NEHU or his authorized representative shall be the final authority in all disputes and decision of the Registrar, NEHU shall be final and binding on the bidder.

18. The bidders/ representatives who are present in the opening of tender shall sign on evidencing their attendance. (The Price/Financial bids of the bidders shall be open only whose bids are found technically and commercially suitable). The decision of the committee, constituted by the University shall be final and shall not be opened for discussion. The rejected tender would be returned, on completion of tender process and after the award of the contract.

19. At any time prior to the date of submission of bid, the University, may, for any reason, either of its own or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document by postal service will be notified of the amendment in writing and the said amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid, Registrar, NEHU may at his discretion, extend the date and time for submission of bids. The Tenderer should ensure to go through the amendment, if any, prior to submission of bid documents.

20. The bid and all correspondence and documents shall be in the English language.

21. The tender document is not transferable.

22. Interested eligible bidders, if so desire, may obtain further information from the office of the Assistant Registrar (Admn - I) NEHU, Mawlai, Shillong – 793022, Meghalaya

23. NEHU reserves all the rights to make any changes in the terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof and is not bound to accept the lower rate.

24. No work will be allotted to Non-tribal bidder, contractors, Suppliers, stockists, bonded warehouse, private carriage contractors, cooperative societies etc., except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong. Conditions for granting or refusing a license under Sub Section (1) b, c & d of Section 3 of the United Khasi –Jaintia Hills District (Trading by Non-Tribals) Regulation, 1954:

In granting or refusing a license under this regulation, the Licensing Officer or any other officer when duly authorized by the Executive Committee shall take into consideration the following matters according to the circumstances of each case, namely;

(a) Whether the applicant holds any other license for any other trade under this regulation.

- (b) Whether there is any tribal who carries on the same trade or is willing to carry on such trade for which the application of license is made.
- (c) Whether the grant of a license to the applicant would promote the interest of the tribal residents in the District, economically or otherwise.
- (d) Whether the applicant is a permanent resident of the District.
- (e) Whether the application has been recommended by the Village Headman after being duly approved by the local durbar
- (f) On production of a satisfactory Police Verification Report

SECTION II: GENERAL CONDITIONS OF TENDER

1. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category (unskilled, semi skilled, skilled and highly skilled).
2. The contract will remain in force for a period of three years from the date of execution award. The Authorities of NEHU reserves the right to extend the said agreement on the same terms and condition till the finalization of next tender. On acceptance of the Award, the agency concerned shall furnish the security deposit amounting to Rs. 20,00,000/- (Rupees twenty lakhs) only in form of Fixed Deposit/Bank Guarantee valid for a period of three years plus sixty days /Demand Draft in favour of the "Finance Officer, NEHU, payable at Shillong. No interest shall be applicable on this deposit.
3. The persons deployed by the Agency should not have any adverse entry/remarks in Police records/and / or they should not have any criminal cases pending against them. The Agency should make adequate enquiries as well as should verify with the police about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider should be verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and all certificates to this effect be submitted to the NEHU. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Institute reserves the right to examine the medical fitness of deployed person if required by the institutional medical expert for the institutional satisfaction. The Service Provider shall withdraw such employees who are not found suitable by NEHU for any reasons, immediately, on receipt of such information.
4. The service provider shall deploy manpower as per requirement of NEHU at any time. The manpower deployed by the service provider shall be the employee of the service provider. It

shall be the duty of the service provider to pay their remuneration every month and see to the welfare of the person deployed. There would not be the Master and Servant relationship between the service providers and NEHU. The manpower engaged by the service provider being the deployed person of the agency for and on whose behalf shall be working can't claim any relief from NEHU. Further, the deployed person of the service provider should not be qualified for absorption, in the event of post for which he is serving if sanctioned post is declared.

5. The service providers deployed in the office of the NEHU shall not claim any benefit, compensation, absorption or regularization of their services in the establishment of NEHU either under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. The service provider should have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the service provider (agency) and shall submit the said undertaking to the NEHU. In the event of any litigation on the status of the deployed person, the NEHU shall not be a necessary party, however, in any event, either the deployed persons or the order of the Court, the NEHU is made necessary party in dispute to adjudicate the matter, the service provider has to reimburse the expenditure that would be borne by NEHU.

6. The service provider's personnel shall not divulge or disclose any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters to any third person, as all of these are confidential and secret in nature. In the event of being found that the official is secrecy has been disclosed, for the purpose of security arrangement and or for other purposes, it is desirable to remove the said person, and the Institute has every right to remove the said person, immediately and responsibility if any to be borne by the service provider.

7. The service provider's deployed person should be polite, cordial, positive thinking and efficient, while handling the assigned work and their actions shall prompt and promote goodwill and image of NEHU to the society. The service provider shall be responsible for any act of indiscipline action on the part of persons deployed.

8. The minimum age of persons deputed should be 18 years and should not attain the age of 60 years, if suitable. Further, they shall not interfere with the duties of the employees of the NEHU.

9. NEHU shall direct the service provider to remove the person deployed from the site of work, who may be either incompetent, undisciplined, negligent in his duties or for his / her / their misconduct and the service provider shall forthwith acted upon on such direction, it may be verbal, by over phone and such replacement should be attended to, immediately.

10. The service provider has to provide Photo Identity Cards to the persons deployed on inserting the branch of deployment for carrying out the work. These cards are to be constantly displayed & their lost to be reported immediately to the Institution in-charge.

11. The service provider shall ensure that the person deployed maintain discipline and good conduct in office premises, (be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work).

12. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.

13. (a) Working hours would be normally 8½ hours per day, including half hour lunch break in between. However, in exigencies of work, the agencies' manpower may be required to perform additional activities and the personnel may be called on gazette holidays, if required. Additional amount may be billed as per the rates approved and duly certified by the officer for the same. (b) An Outsource Staff is entitled of 8 (eight) days paid Casual Leave after having completed a continuous service of 12 months.

14. (a) The Agency shall comply with all relevant laws and statutory requirements covered under various Labour Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970, EPF, ESI etc. The Agency shall not pay the wages of its personnel below the rate of Minimum wages fixed by the Ministry of Labour, Government of India and shall also enhance the wages as and when revised / issued by the concerned Ministry with the approval of the concerned Authority. (b) That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations (as amended) as applicable from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and the NEHU shall not be responsible for any liability for the said expenditure whatsoever on the persons deployed by the agency on account of obligation. The agency should provide particulars of EPF, ESI of its persons deployed in the NEHU and produce receipted copies of challan indicating deposits of EPF & ESI against each employee and to furnish any other documents information relating to payment of salary etc. every month to NEHU.

15. The service provider will submit the bills along with all details to the Institute on the 1st working day of every month for necessary payment. The bill for Agency charges shall be submitted separately from the bill of Outsourced staffs.

16. The monthly bills in triplicate are invariably to be accompanied by:

(a) Copy of attendance / performance records maintained at the section/department.

(b) Proof of payment of Wages/Salary directly to the credit of Bank account of each staff in a proper format, mentioning name, Wage/Salary, ESI and EPF remittances, ESI and PF-Account No, Total deduction and Net Salary/Wage.

(c) An affidavit stating that the Agency will discharge all statutory liabilities related to ESI, EPF & Goods and Service Tax and under the provision of Labour Laws is also required to be furnished.

(d) Challans as proof of deposit of all statutory liabilities like PF, ESI and Goods & Service Tax.

17. Payment will be released after necessary verification and deduction of taxes deductible at source under the laws of the land in force.

18. Payments to the service provider would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance were as per bill submitted by the service provider.

19. No bill will be paid to the service agency for the days of absence of any of their manpower.

20. The service provider will provide the required manpower for a shorter period, in case of any exigencies; as per the requirement of NEHU.

21. The service provider shall ensure that he will provides/ or substitutes, well in advance, if there is any probability that the manpower not performing / attending the task due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

22. The service provider or his authorized person shall be available at all times. The message sent by phone/e-mail/Fax/Special Messenger from NEHU to the service provider shall be acknowledged immediately, on receipt; on the same day. The Service Provider shall strictly observe the instructions issued by the NEHU from time to time.

23. It is the responsibility of the service provider to ensure safety of its own belongings and NEHU shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or valuable, whatsoever.

24. That the agency performing the service on utilizing the goods supplied by the NEHU should ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by them and shall be responsible for acts of commission and omission on the part of his staff. If NEHU suffers any loss or damage on account of negligence,

wastage of materials without cause or theft on the part of the deployed person/agents of the said agency, then the agency shall be liable to reimburse to the NEHU for the lost to be sustained. The agency shall keep the NEHU fully indemnified against any such loss or damage.

25. NEHU will maintain an attendance register in respect of the staff deployed by the agency, which is to be signed by the deployed person in addition to their own register for verification, on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

26. On receipt of complaint from any individual to the effect that the Agency is in failure to make payment to the person deployed by the said agency, the same will be recovered from the service provider out of the payment outstanding for making payment of wages earned by persons. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider.

27. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by the NEHU or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.

28. The successful bidder has to execute an agreement with NEHU to provide qualified experienced manpower as per requirement. The agreement will be valid for a period of three years from the date of execution. The service charges/rates quoted by the agency shall be fixed for an initial period of three years and no request for any change/modification shall be entertained before expiry of the contract period. The contract is not renewable. The NEHU has the right to extend the contract period, if in the opinion of Authority of NEHU that the extension is required till the finalization of the next tender, and it would be responsibility of the service provider to provide satisfactory performance for the said period on the same term and conditions. The Agency has no right to seek for extension of time for providing, the services being suitable for his own interest.

29. The service provider shall not assign, transfer, pledge or sub contract for performance of services to a third party.

30. However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the agency from the NEHU shall be forfeited by the NEHU.

31. That on the expiry of the agreement as mentioned above, the agency has to withdraw all its personnel. The agency should settle the accounts on paying all their admissible dues to the person deployed. In case of any dispute, on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency.

32. It is encouraged that the successful agency should ideally continue with the services of the present outsource staff in their present post and if any replacement is to be carried out the same is to be intimated to the authority of the University.

33. In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Registrar, NEHU, Shillong, whose decision shall be final and binding on both the parties.

34. The personnel of out-source agencies, in the event of any dis-satisfaction with the agency are to settle the dispute with the authority concerned and not to seek the intervention of any so called NGO.

Sd/-
Registrar,
NEHU, Shillong

ANNEXURE- I
Bidder's Details
Technical Bid Document

For providing Man power services in the North-Eastern Hill University, Shillong

1. Name of the Tendering Company/Firm/ Agency: _____
(Attach certificate of Registration)

2. Name of the Proprietor/Registration/ of the Company/Firm/Agency:

3. Full Address of Operation/ Branch Office: _____

4. Full Address: _____ . Telephone

No: _____ Fax No. _____ E-mail

Address: _____

5. PAN No. (Attach self attested copy)
6. Goods and Services Tax: (Attach self attested copy)
7. EPF Registration No. (Attach self attested copy)
8. E S I Registration No. (Attach self attested copy)
9. Labour License No. (Attach self attested copy)
10. Trading License No. (Attach self attested copy)
11. Proof of deposit of PF Contribution & ESIC. Subscriber for previous month (Attach copy of the receipt or challan along with details of members/subscribers).
12. Give details of the major similar contracts during the last three years in providing manpower to Public Sector/Government Sector
13. Audited balance sheet for the last three years (please attach copies)
14. Details of the DD of Rs 3,00,000/- (refundable) towards bid security and a DD of Rs 5000.00 (non-refundable) as Tender Fee.
15. Non-tribal contractors should submit a copy of the Trading Licence from KHADC

Declaration by the Tenderer

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

Enclosure:

1. DD/ Pay order No.
2. Terms & Conditions (each page must be signed and sealed)

Place
Date

(Signature of the Tenderer with Seal)
Name:
Address:
Phone/Mobile No.:
E-mail:

TECHNICAL BID EVALUATION (SEGREGATED TYPE): Qualifying mark Minimum = 70 marks

- 1.1. The Client shall follow two bid system where the technical bid and financial bid shall be evaluated separately.
- 1.2. The technical bid evaluation shall be done based on the following criteria.
- 1.3. During the technical evaluation stage, each bidder shall be assigned marks out of a total of 100 marks as per the criteria specified below

Sl. No.	Criteria					
1	Registration with statutory body	Supporting Documents				15 marks
2	Registration with 1. EPF, 2.ESI, 3.GST, 4.Income Tax, 5.Central Labour Deptt.	Supporting Documents (2marks each)				10 marks (2 marks each)
3	Total years of experience in the field of Manpower/ services (Determined from years of incorporation) firms less than 3 years' experience will not be considered. (25 marks)	Minimum 3 years	> 3 up to 5 years	> 5 up to 8 years	> 8 up to 10 years	> 10 years
		5 marks	10 marks	15 marks	20 marks	25 marks
4	Total Annual turnover in the Business of providing manpower services (determined from last year balance sheet) (25 marks)	Up to 5 Crores	> 5 Crores up to 7 Crores	> 7 Crores up to 10 Crores	> 10 Crores up to 12 Crores	> 12 Crores
		5 marks	10 marks	15 marks	20 marks	25 marks
5	Total number of manpower (determined from Form 9A EPF & 5 Return of Contribution to ESI) provided by the firm. (25 marks)	Up to 100	>150 to 300	> 300 to 400	> 400 to 500	> 500
		5 marks	10 marks	15 marks	20 marks	25 marks

ANNEXURE- II
Financial Bid
(In sealed Cover super inscribed "Financial Bid")
Tender for Providing "Manpower to NEHU Shillong"

The requirement and number of manpower may be less or more which will be notified to the bidder from time to time. Initially only few number or few categories of job may be required and requirement of manpower if any will be intimated as and when required. Monthly Payment will be made on the actual number of employees base on the performance certificates to be issued by the concerned controlling officers.

Service Charges	In %	
	In Words	

- Goods and Service Tax as applicable
 - Terms and conditions mentioned in this tender are applicable
- NEHU may also ask to depute additional manpower as and when required

Declaration by the bidder:

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

Please Note:

- No other charges would be payable by NEHU, Shillong
- There would be not increase in rates during the contract period except provision under the terms and conditions.

Place
Date

(Signature of the Tenderer with Seal)

Name:

Address:

Phone/Mobile No.:

E-mail: