



तेजपुर विश्वविद्यालय / TEZPUR UNIVERSITY

केंद्रीय विश्वविद्यालय/A Central University

कुल सचिव का कार्यालय / OFFICE OF THE REGISTRAR

तेजपुर - 784028, असम / TEZPUR - 784028, ASSAM



वैश्विक कुटुम्बकम्
ONE EARTH - ONE FAMILY - ONE FUTURE

नाक' द्वारा 'ए+' ग्रेड प्राप्त, एनआईआरएफ रैंकिंग में भारत के शीर्ष 100 विश्वविद्यालयों में स्थान प्राप्त
NAAC Accredited with "A+" Grade, Amongst India's Top 100 Universities in NIRF Ranking

GeM BID NOTIFICATION

TU/GeM/BoQ-Bid/(142)/2023-24/ 1906 Dated: 12-09-2023

Bids in 02 Bid System (**Technical and Financial**) are invited from reputed Service Provider/ Agency/ Companies/ Contractors for Human Resource Outsourcing Service for **Horticulture Service** at Tezpur University.

The detailed requirements are available in <https://gem.gov.in> and interested bidder may submit their bids online through GeM portal only.

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12/9/23
Assistant Registrar-GA/c
Tezpur University

Copy for information and necessary action to:

1. Webmaster for uploading the notice on the Website.
2. Concerned File.

Praila
12/9/23
Assistant Registrar-GA/c

Scope of work and Additional Terms & Conditions for Human Resource Outsourcing Service
(for HORTICULTURE SERVICE)

TEZPUR UNIVERSITY

MANPOWER REQUIREMENT

Category of Manpower	Designation	Qualification Required
Unskilled	a) Workers for landscaping, gardening, nursery and composting	Literate with minimum one year of experience in relevant field
Semi-Skilled	a) Operator (Lawn Mover, Brush Cutter, Wheeled String Trimmer, Chain Saw Machine/Felling of Trees etc.)	Literate with minimum three years of experience in relevant field
Skilled/Clerical	a) Tractor Driver b) Supervisor	12th Standard Pass with computer certificate or ITI Pass or Holder of Vocational Training/Diploma or having license for technical or specialized jobs with minimum five (5) years of experience in relevant job. Documentary evidence to be submitted.

SCOPE OF WORK

1. The Service Provider shall be required to maintain the horticultural, landscaping and allied activities within Tezpur University premises and/or any other locations outside the campus (as and when specified). The activities include but not limited to maintenance and further development of gardens, flower beds, lawns, tree plantations, house plants, nursery, vermicomposting, trimming/pruning/felling of trees and landscaping using equipment, gadgets and trained manpower. The primary works consists of:
 - a) **Maintenance of Gardens:** This include Lawns, trees, shrubs, herbs, hedge, edge flower beds, foliage, creepers, etc including hoeing, weeding, watering, trimming, pruning, replacement of plants, gap filling, lawn mowing, grass cutting manually or by machineries (lawn mower, brush cutter, wheeled string trimmer and ride on lawn mower), working with chain-saw machine, removal of garden waste, top dressing of lawn with good earth and manure and application of all kinds of agrochemicals (fertilizer, fungicide, insecticide, rodenticide, plant growth regulators etc.) as and when necessary. It also includes maintenance of other gardening related works as directed by the Officer-in charge/wardens of respective premise or jurisdiction as applicable. Preparation of appropriate quality earth with necessary manures including vermicomposting, planting materials (seedlings, saplings, cuttings, etc) planting pots, all agrochemicals and operation of all machineries referred above. Fuel shall be provided by the University.
 - b) **Maintenance of house (potted) plants:** Maintenance of the house (potted) plants of the University campus have to be done as per requirement. The work will include application of good earth, manure, agrochemicals, removing of dry parts by pruning, cleaning dry

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leaves and displaying at appropriate place and replacement of broken pots, colouring of pots, replacing with fresh plants (as and when required), shifting of pots from one place to another and application of manures (including vermicompost) and all agrochemicals for potted plants are the necessary tasks to be performed.

- c) **Supervisory Activities:** Supervising the setup and maintenance of gardens, nurseries, landscapes or turfs with a team of workers. Plan and supervise the annual, seasonal, and daily work of the horticultural staff; routinely inspect and supervise the design of flower sites, planting and maintenance of these sites; supervise, train, and monitor the horticultural staff; assign vehicles, equipment, and tools to horticulture staff and supervise their use, care, and maintenance; prepare estimates of material, labor and equipment needs; maintain reports and records on work needed and completed. Any other work as assigned by the concerned Officer In Charge of the University.

TERMS & CONDITIONS

1

Contract Agreement:

- (a) The successful bidder shall have to execute an agreement on non-judicial stamp paper of requisite value as per Govt. of Assam Stamp Act. The University reserves the right to amend the terms & conditions of contract by mutual discussions and such amendments, if any, shall be in writing. The amended terms and conditions will form a part of the agreement.
- (b) Intending Bidders are advised to inspect and examine the locations and its surroundings at their own cost and to their satisfaction before bid submission. The nature of the site, the means of access to the site, the accommodation they may require and obtain any other necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A Bidder shall be deemed to have full knowledge of the site whether he/she inspects it or not and no extra charges consequent on any misunderstanding or otherwise, shall be allowed. Submission of tender by a Bidder implies that he/she has read the tender documents and made himself/herself aware of the scope and specifications of the work to be done.
- (c) University is NOT liable to provide any additional facility either to the contractor or to the person employed by the contractor. The assigned tasks/duties must be performed within the available/existing infrastructure and facility.
- (d) Sub-Contracting: The Contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner.
- (e) The contract agreement shall be valid for a period of THREE years. The work shall be awarded initially for a period of one year, which may be renewed on yearly basis up to maximum period of THREE years, subject to satisfactory service and requirement of the University on mutual consent and as per same terms and conditions of this bid. The contract agreement may be terminated within the contract period on either side by giving 03 (three) months' notice in writing.

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2 Performance Bank Guarantee: The Performance Bank Guarantee (PBG) is for due performance of his/their obligations under the contract, during the contract period. The successful bidder will be required to furnish Performance Bank Guarantee of three (3) % of the Contract value. The performance bank guarantee shall be in the form of Fixed Deposit pledged in favour of "The Registrar, Tezpur University" (Pledged Bank Guarantee of any nationalized bank is preferred). Performance Bank Guarantee shall have to remain valid for the entire period of contract plus minimum of 60 days after the expiry of the contracted period of three years. No interest in any form shall be payable on the aforesaid Fixed Deposit by the University.

3 Taxes, Labour Laws and Other Regulations:

- a. The successful bidder (*herein referred to as Contractor*) shall comply with all statutory requirements existing as well as those promulgated from time to time viz. EPF Act, ESI Act, Bonus Act, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act or such other Acts or Laws of Central, State, Municipal and local government Contractor or authority etc. whichever is/are applicable to the organization and shall be held responsible, accountable, answerable, explainable & liable, as the case may be, for the lapses committed by them in this regard.
- b. The Contractor is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or services rendered pursuant thereto.
- c. The Contractor shall be responsible for proper maintenance of all registers, records and accounts as far as it relates to compliance with any statutory provisions/ obligations. The Contractor shall be responsible for making the records pertaining to Payment of Minimum Wages Act and for depositing the EPF and ESI contributions, with the authorities concerned. The Contractor shall be responsible and liable for all the claims of its employees.
- d. The Contractor would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime register, First Aid Box, Display of Notice, etc. as required under relevant Labor Act as per Govt. of India norms for inspection by visiting Labour Enforcement Officers.
- e. The Contractor shall not involve in the matters of University in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Contractor shall be solely responsible.
- f. The Contractor shall indemnify and keep the University indemnified against all losses and claims for injuries and or damages to any person or property. The Contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Workmen compensation Act, Goods & Service Tax (GST), etc., and shall keep the University indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law /regulations or Byelaws.

4

Employment Conditions:

- a. Persons employed by the Contractor for the services of the University shall remain employees of the Contractor at all times and for all purposes. The University will not be involved in the employment and termination of the manpower. Under no circumstances any liability in respect of matters connected with their employment shall be held on the University and the personnel employed by the Contractor shall have no right whatsoever to claim employment or other rights from the University. For all intents and purposes, the successful agency shall be the Employer within the meaning of different Labour Legislations in respect of workers so employed and deployed in the University. The manpower deployed by the successful bidder in the University shall neither have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Tezpur University.



- b. Personnel, employed by the Contractor shall not promote/form/join any union and shall not make any claim on service or other matter from the University.
- c. Contractor shall be responsible for all injuries and accidents to persons employed by them and under no circumstances University will be responsible to compensate them under any Act/law.
- d. No employees of the Contractor shall engage with other organization/business within or outside the campus of the University involving the University. Non-compliance with this provision will be deemed to be violation of the contract inviting penal action as per penalty clause of Terms & Conditions.
- e. The contractor must provide suitable replacement for any manpower on leave, so that the normal functioning of the University does not get interrupted.
- f. The contractor shall be responsible for maintaining daily Biometric attendance of his employees engaged and other facilities and the same shall be verified on daily basis by the concerned official of the University). During non-functioning of biometric machine, attendance should be maintained in an attendance register. Maintenance of Manual Attendance Register is a must by the contractor.
- g. The service of the employees with poor performance or indulging in acts of indiscipline may be terminated by the contractor on directions of the designated official of the administration with an intimation to the University. The termination of the employee may be mutually agreed upon between the contractor and the University authority.
- h. During employment of any person, the contractor should inform the University authority in advance in writing and the details of the person must be shared to the University administration.
- i. The contractor, at his own cost, shall provide uniforms and safety gears to the workers as and when required.
- j. The contractor shall have to submit all credentials including EPF, ESI registration and Police Verification Reports (PVRs) of the staff employed to the concerned Officer of General Administration Section. Contractor shall issue passes with Photo identity cards allowing them to work inside the University.
- k. All employees should be trained / oriented to be Gender Sensitive while performing their duties.
- l. The staffs engaged by the contractor must act decently and must not involve in drinking of alcoholic beverages, smoking, chewing gutka or picking up quarrel with people around. The engaged staff must not loiter and move around in the residential areas and nearby areas of Academic Departments/Residential Quarters.
- m. The contractor shall be responsible for payment of claims for compensation due to loss of life/injury etc. of any labour engaged in the work through ESI.
- n. The contractor shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, etc., and proper account of payments including minimum wages being made to the staff. The contractor shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the University against all such liabilities, which are likely to arise out due to the contractor's failure to fulfill such statutory obligations. Monthly submission of payment records to the University for EPF, ESI and GST shall be necessary for along with the bills of the subsequent month.
- o. Any staff, who does not perform his/her duties satisfactorily and whose conduct is not good must be withdrawn immediately and replaced with a suitable substitute.
- p. Employment of child labour is strictly prohibited

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5	<p>Payment of Bills:</p> <ol style="list-style-type: none"> a. The payment for services under this agreement shall be made on monthly basis through NEFT/RTGS or PFMS (online transfer). Payment shall, however, be made only after adjusting all the dues/claims of the University. Income Tax/GST/TDS as applicable, at the prevailing rate will be deducted at source. b. The contractor shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, etc., and proper accounts of payments including minimum wages being made to the staff must be maintained. <i>The contractor shall be solely responsible for payment of all kinds of wages to the workers employed under him at the first instance and subsequent to payment of the same, shall submit relevant bills duly certified by concerned officer with copies of relevant document (as mentioned at Clause 5-c below) which shall be reimbursed.</i> <u>Under no circumstances, University shall be responsible for payment of wages to the employed workers employed by the bidder at first instance.</u> In case of any failure to fulfill the statutory obligations, the contractor shall indemnify the University against all such liabilities, which are likely to arise out due to the bidder's failure to fulfill such statutory obligations. The duty schedule and attendance register must be produced to concerned Official of the University on weekly basis for counter signature. Monthly submission of payment records of EPF, ESI etc. and copy of the bank transfer list showing the transfer of wages to the respective bank accounts of the laborers/staff duly signed by the concerned Bank Branch Manager under official seal of the bank branch shall be mandatory along with the bill for successive month. The Finance Officer or his nominee shall check the relevant records, as may be deemed necessary, to substantiate the claim of payment of wages and other dues like EPF, ESI, etc. c. The Bidder shall submit the outsourcing bill on monthly basis for a particular calendar month within 07 days of the following month enclosing the following documents for re-imburement: <ol style="list-style-type: none"> i. Copy of the bank transfer list showing the transfer of wages to the respective bank accounts of the laborers/staff duly signed by the concerned Bank Branch Manager under official seal of the bank branch Copy of ECR substantiating EPF deposit ii. Copy of Challan substantiating ESI deposit iii. Copy of requisite GST Challan substantiating deposit of the GST amount received from the University iv. Any other document that may be advised by the University authority
6	<p>Award of Contract:</p> <p>On opening of Price Bid if more than one Contractor has quoted same Service Charge (L1), the contract may be awarded (if all other criteria's are fulfilled) as per tender on 'Run L1 selection' wherein the system would randomly identify an L1 seller or as per competent authority's decision. The decision of the University shall be fixed and binding in this regard.</p>
7	<p>Feedback: The University may collect feedback from the users on performance of the contractor. On the basis of feedback, University may at its own discretion impose financial penalty depending on gravity of the issue and in case of similar repetition University reserves the right to cancel the contract unilaterally without notice and in that case, the Performance Bank Guarantee will be forfeited.</p>
8	<p>Authority of person signing document: The person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to sign such documents and if, on enquiry, it appears that the person so signing had no authority to do so, the University may without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.</p>
9	<p>Interpretation: All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract.</p>

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10	<p>FORCE MAJEURE</p> <p>If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, pandemic, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happening of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance.</p>
11	<p>The operation of contract shall be resumed as soon as such event may comes to an end or cease to exist and the decision of University as to whether the operation have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.</p>
12	<p>Disputes:</p> <p>All disputes that may arise shall be referred to the Registrar, Tezpur University, whose decision shall be final and binding.</p>
13	<p>Insurance to Employees:</p> <p>It is desirable that employees engaged by the contractor shall be comprehensively insured for accidents and injuries by the contractor at his/their cost in addition to ESI.</p>
14	<p>Users Satisfaction Certificate:</p> <p>The works attended to as per job specification and scope of work, vis-à-vis scheduled work and its satisfactory completion has to be certified by the concerned official of the University, for release of any payment as the case may be.</p>
15	<p>Indemnity:</p> <p>Any loss or damage caused to the University on account of negligence, carelessness, acts of omissions/commissions of contractor and his/her/their employees or staffs has to be made good by the contractor on his own cost. It may be noted that the employees/staff engaged by the contractor shall not be treated or considered as employees of Tezpur University under any circumstances. The contractor shall have to defend, indemnify and hold the University harmless from any liability or damage, law suits, penalties imposed by any State or Central Government Department or statutory body or by a third party for reasons of violation of any of their statutory provisions or requirements. The University shall not be liable for any damage or compensation payable to any workmen or workwomen or to any person as a consequence of his or her work and the University shall be completely indemnified accordingly.</p>
16	<p>Contract Conditions</p> <p>If the contractor fails to carry out the entrusted contract services and related miscellaneous works as per the Scope of Work and Job Specifications, Tezpur University reserves the right to impose penalty and has the right to get the work done through someone else as per the discretion of the University, cost of which shall be recovered from the bidder in appropriate form. Records regarding attendance, wages paid, PF Accounts etc., are to be maintained properly and produced for inspection to the University, whenever asked for.</p>

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Additional Terms & Conditions

	<u>Additional Terms & Conditions</u>
1	Experience of undertaking at least one independent completed/ongoing contract in providing Manpower Service to Govt. Organizations/Autonomous Body/ Institutes of Higher Learning in the North-eastern Region of India during the last 3 (Three) years.
2	ITR of 2019-20, 2020-21,2021-22 needs to be uploaded.
3	The Bidder must submit the relevant experience documents of the employees after award of the work.
4	The Bidder must submit PAN/GST/EPF, ESI and must be registered under Central/State Labour Registration Certificate.
5	An affidavit duly certified by a Notary that the Partners of the Firm or Sole Proprietor or company has never been black listed or changed the name of the firm (In Original) to be submitted within 15 (fifteen) Days after closing of bid submission date at Office of the Store and Purchase Section, Administration Building, Tezpur University, Tezpur, Assam- 784028.
6	The firm should submit Bank solvency certificate (issued by the concerned bank) in Original issued not earlier than date of tender, inter-alia, stating that the bank accounts of firm is not under attachment by any Court of Govt Agency within 15 (fifteen) Days of closing of bidding date at Office of the Store and Purchase Section, Administration Building, Tezpur University, Tezpur, Assam- 784028.
7	Work Order / Completion Certificate of similar work done has to be uploaded in support of the bid. University reserves the right to verify the documents from the issuing Organization to ascertain the genuineness of the submitted documents.
8	Bid Document Check List as per Annexure I is to be compulsorily filled.

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ANNEXURE-I

TECHNICAL BID CHECK LIST

	Particulars	Required information	Page No.
1.	Name of the Tendering Manpower company / Firm / Agency / Contractor (Attach self attested copy of certificate of registration)		
2.	Name of the Director of Company/ Active Partner of Firm/ Authorized Agent/ Proprietor with Telephone Number Landline & Mobile		
3.	Full Address of Registered Office		
	(a) Telephone Number		
	(b) Fax Number		
	(c) E-Mail Address		
4.	Full Address of Operating/ Branch Office at Tezpur /Assam with Telephone Number, Fax Number , E-Mail Address		
5.	Name of the representative authorization to sign tender document including Financial Bid (If Any) (Attach original authorization letter)		
6.	Banker of the Company /Firm/ Agency/ Contractor with Full Address (Attach self-attested copy of latest bank statement)		
7.	PAN NO. (Attach self attested copy)		
8.	GST Registration No. (Attach self attested copy)		
9.	EPF Registration No. (Attach self Attested copy)		
10.	ESI Registration No. (Attach self attested copy)		
11.	Annual Turnover of the manpower Firm/ Agency/ Company as evident from the IT Returns. (Copies of accounts certified by CA to be enclosed)	(Rs. In Crore) 2019-20 : Rs. _____ 2020-21 : Rs. _____ 2021-22 Rs. _____	



12	Number of organisation where similar manpower contract has been undertaken from the year 2020 onwards (Detailed Information to be filled at Annexure-II attached below)		
13.	An affidavit duly certified by notary whether the firm have defaulted from payment to Govt./ Workers dues at any point of timer or Black listed by an Govt. Department /PSU, etc.		
14.	Have Proof of timely payments of statutory dues like ESIC/EPF/Service Tax to the concerned Govt. Agencies. (State Yes or No) (If Yes, Attach Self-Attested copies of challans)		
15.	An Affidavit duly certified by Notary that the sole proprietor or the partners of the firm/company has never been black listed or changed the name of the firm. (Attached or Not Attached)		
16.	Copy of Tender Document attached with each page signed by the authorization representative and stamped (Yes or No)		
17.	Copy of CLRA/SLA attached (Yes/No)		
18	Bank Solvency Certificate attached (Yes/No)		

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Undertaking

I _____, Director of Company/ Active Partner of
Firm/ Authorized Representative / proprietor of
_____ have read / fully understood and accept
the terms and conditions as contained in the Tender Document issued by the Tezpur University vide
GeM Reference No. dated.....

Date: _____

Place: _____

(Signature of Authorized person)

Name:

Designation:

Office Address :

Phone (Office):

Seal of the Company /Firm/Agency/Contractor

ANNEXURE-II

DETAILS OF OTHER ORGANISATIONS WHERE SIMILAR CONTRACTS WERE
UNDERTAKEN DURING THE LAST THREE YEARS i.e. 2020, 2021 & 2022.

(At least one such contract is mandatory)

Sl	Name and address of the organisation	Validity of Agreement (From ___ to ___)	No of workers deployed	Whether Govt. / Semi Govt. Organization/ Autonomous body/ PSU/ other (please specify)	Reason for termination (if currently not valid)
1					
2					
3					

Copies of work order and particulars of experience of undertaking at least one independent completed/ongoing contract in providing Manpower Service to Govt. Organizations/Autonomous Body/ Institutes of Higher Learning in the North-eastern Region of India during the Last 3 (Three) years are attached and may be used for the purpose of verification.

BIDDER'S PRIMARY ELIGIBILITY CRITERIA FOR PARTICIPATION

SI No	Criteria Name
1	Bidder must have a registered office in the North East Region of India.
2	Bidder must have minimum of 3 years of experience in supply of manpower on outsourcing basis prior to publishing of the Tender. Relevant documents to be submitted
3	Annual Turnover of the bidder for the Financial years (2019-20, 2020-21 and 2021-22) duly endorsed by a certified Chartered Accountant to be submitted
4	Must have valid license under CLRA/SLA
5	Valid PAN and GST registration
6	Valid EPF and ESI Registration
7	Non Blacklisting Declaration in the form of a notarized affidavit in non-judicial stamp paper of Rs. 100/-
8	Bank Solvency Certificate (in original from nationalized bank) not earlier than the date of publishing of Tender Date stating that the bank accounts of the firm is not under attachment by a Court of Law
9	MSME certificate in appropriate/relevant category (if exemption is claimed for EMD and experience)

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