



JAWAHARLAL NEHRU UNIVERSITY

INTER-HALL-ADMINISTRATION

New Delhi-110067

Tender Number: JNU/IHA/Hostel Mess Workers/01/2023

For

Online Tender

(ONLY THROUGH E-TENDERING MODE)

<https://mhrd.euniwizarde.com>

**E-TENDER FOR PROVIDING SKILLED & UN-SKILLED WORKERS IN
THE OFFICE OF INTER-HALL-ADMINISTRATION AND HOSTELS
OF THE UNIVERSITY**

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JAWAHARLAL NEHRU UNIVERSITY

Inter-Hall-Administration

Tender Number: No. JNU/IHA/Hostel Mess Workers/01/2023

SUBJECT :- INVITATION FOR E-TENDER FOR PROVIDING SKILLED & UN-SKILLED WORKERS IN THE UNIVERSITY HOSTELS

Online Bids are hereby invited by the Dean of Students on behalf of the Jawaharlal Nehru University (JNU), New Delhi to hire a reputed and well established Agencies, having capability of providing workers on contract basis as per the requirement of the University as given below:-

S. No.	Category of workers / staff	Tentative No. of workers required	Category	Wage structure
1.	Cook	70	Skilled	Minimum wages of GNCTD for skilled + ESI+EPF as per rule
2.	Mess Helper	140	Un-skilled	Minimum wages of GNCTD for un-skilled + ESI+EPF as per rule

Note:

1. The number of the workers may increase or decrease in accordance with the requirement of the IHA Office / University and the payment will be released / made on actual basis
2. Manual bids shall not be accepted.
3. Tender documents may be downloaded from JNU web site www.jnu.ac.in (for reference only) and <https://mhrd.euniwizarde.com> as per the schedule given below as Important Date.

CRITICAL DATES

S. No.	Particulars	Date	Time
1	Publishing Date	16. 02.2023	05.00 PM
2	Bid Document Download Start Date	16. 02.2023	05.30 PM
3	Bid Submission Start Date	16. 02.2023	04.00 PM
4	Clarification End date	28. 02.2023	01.00 PM
5	Bid Submission End Date	10. 03.2023	05.00 PM
6	Bid Opening Date (Technical)	13. 03.2023	11.00 AM

I. SUBMISSION OF TENDER

1. Bids shall be submitted online only at website: <https://mhrd.euniwizarde.com> Bidders are advised to follow the instructions provided in the 'Instructions for Online Bid Submission' for the submission of the bids online. Bid documents may be scanned with 100 dpi in black and white.
2. The bid shall be submitted in two parts i.e. Technical Bid and Financial Bid.
3. If any price details are found in the Technical Bid, the bid will be summarily rejected.
4. All the pages of bid being submitted must be signed and sequentially numbered by the Bidder irrespective of nature of content of the documents, before uploading.

The bid submitted by Email or manually shall not be considered..

II. ELIGIBILITY CRITERIA FOR BIDDER

1. The Bidder must have Registration Certificate of establishment such as Pvt./Public Ltd. Company, Partnership firm, Regd. Society etc. and also under relevant labour laws.
2. No consortium is allowed in bidding
3. The Bidder must have successfully executed the contract in the mess / hostel of any of the Central/State Govt. Departments / PSU / Autonomous/Other Organizations of providing at least :-
 - a) 170 no. of workers at a time in a single organisation during any of the preceding two Financial Years i.e. 2020-21 & 2021-22.

OR

 - b) 130 no. of workers in any two different organisations each, at a time during any of the preceding two Financial Years i.e. 2020-21 & 2021-22.

OR

 - c) 85 no. of workers in any three different organisations each, at a time during any of the preceding two Financial Years i.e. 2020-21 & 2021-22

Documentary proof of satisfactory completion of above work from the concerned client/s has to be attached along with the work order and list of clients with full address,.The designated Committee may also visit the clients of bidders for verification, if deemed fit by the Dean of Students / University.

4. The Bidder from a country, which shares a land border with India, will be eligible to bid in this tender only if the Bidder is registered with the competent authority constituted by the Department for the Promotion of Industry and Internal Trade (DPIT).
5. Bidder must have a
 - (i) Valid ESI Registration No.

(ii) Valid EPF Registration No.

(iii) Valid PAN

(iv) Valid GST Registration Number

(v) Registration with Labour Department in Delhi

6. The Bidder must have filed Income tax returns (ITR) during three financial years (2018-19, 2019-20 & 2020-21). Documentary proof to be attached.
7. The Bidder shall have the capacity to provide additional workers of around 60 to 70 required workers at a very short notice (as may be required by the Dean of Students / University in any urgent situation).
8. The turnover should be minimum Rs. **5,00,00,000/-** (Rupees Five Crore only) each year during the three financial years (2018-19, 2019-20 & 2020-21). Certificate of a Chartered Accountant detailing the annual turnover of bidder exclusively from Manpower services for the said period has to be provided in the Technical bid.
9. The Bidder shall comply with all labour and other applicable laws and regulations governing required services.
10. **Single Point of Contact:** The selected Bidder shall appoint a single point of contact, with whom Dean of Students or any designated officer will deal with, for any activity pertaining to the requirements, handling of resource escalations, conflicts etc. **at no additional financial cost** to the University.

III. BID SECURITY

1. The bid must be accompanied by a Bid Security of Rs **30,00,000/-** (Rs. Thirty Lac only) in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers cheque or Bank Guarantee from any of the Commercial Banks in favour of Finance Officer, Jawaharlal Nehru University, New Delhi payable at Delhi or by online transfer of the amount to the University's bank account as per following details:-

Name of Account	:	JNU Deposit Account
Account No.	:	10596549955
Name of the Bank	:	State Bank of India, JNUNew Campus, New Delhi
IFSC Code No.	:	SBIN0010441

2. The Bid Security must be valid for the period of **180** days from the date of opening of the tender.
3. Bid not accompanied by Bid Security shall be treated as invalid and shall be rejected.

4. The Micro and Small Enterprises (MSEs) or National Small Industries Corporation (NSIC) or the other agencies seeking exemption from submission of Bid Security, must attach relevant certificate exempting them from submission of Bid Security.
5. The original instruments in respect of Bid Security must be delivered to the office of the Dean of Students, IHA Building, Jawaharlal Nehru University, New Delhi- 110067 on or before the Bid Submission End date as mentioned in critical date sheet.
6. Bid Security of the unsuccessful bidders in technical evaluation would be returned without interest within 30 days of declaration of technical evaluation result. Bid Security of unsuccessful bidder in financial bid evaluation would be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of successful bidder would be returned on submission of performance security.
7. The bid security of the Successful Bidder shall be retained and will be returned after receiving of the Performance Security. No Interest shall be paid on Bid Security or Performance Security and may be forfeited, in any of the following cases:
 - a) The Bidder withdraws its bid or modifies the bid during the bid validity.
 - b) The Successful Bidder fails to accept Letter of Award (LOA) within the stipulated period.
 - c) The Successful Bidder fails to submit the Performance Security within the stipulated period and sign the Agreement.
 - d) The Successful Bidder fails to execute formal contract agreement within the given timeline or commit breach of any tender conditions/contract
 - e) The Successful Bidder fails to start the work by the due date without prejudice to any other rights and remedies of the Jawaharlal Nehru University under contract and law.

IV. TECHNICAL BID

The following correctly filled in documents, duly signed & scanned must be enclosed in technical bid by the Bidder, failing which the Technical Bid shall not be considered and consequently disqualified:

1. Document evidencing submission of required Bid Security by the bidder or the copy of Exemption Certificate in case, bidder is exempted from submission of Bid Security (as the case may be).
2. Valid PAN, EPF, ESI, GST Registration.
3. Tender Acceptance Letter **(as per Annexure-I)**.

4. Details of Clients (**as per Annexure-II**)
5. Properly filled in Checklist (**as per Annexure-III**)
6. Work orders and satisfactory completion certificates from clients in support of fulfilment of required conditions as stipulated above in clause **II (3)**.
7. Income tax returns filed during three financial years (2018-19, 2019-20 & 2020-21). Documentary proof to be attached.
8. Turnover duly certified by a Chartered Accountant for three years (2018-19, 2019-20 & 2020-21)
9. All other documents mentioned under heading "**Eligibility Criteria**"

V. FINANCIAL BID

The Financial Bid shall be submitted in the form of **BOQ** through online mode only subject to the following conditions: -

1. The Contractor shall be reimbursed the minimum wages as per GNCT of Delhi + Employer share of EPF and ESI + Service charge, as quoted by the bidder. The Service Charge may please be quoted to cover all relevant expenditure to meet the requirement of Dean of Students / University as mentioned in this tender document. All costs other than wages, ESI, EPF, GST, Service Charges shall be borne by the bidder itself.
2. The service charge will be the sole criteria to evaluate Financial Bid.
3. The **Financial Bid** shall contain only **rates** of Service Charge in percentage (%) terms upto three decimal points duly filled in the **BOQ**.
4. No stipulation, deviation, terms & conditions, presumptions etc. is permissible in Financial Bid. The University shall not take any cognizance of any such conditions and may at its discretion reject such price/financial bid.
5. The Service Charge may please be quoted to cover all other expenditure to meet the requirement of Inter-Hall-Administration (IHA) of the University.
6. As per **GFR Rule 173(i)**, if an Contractor quotes "**NIL**" service charges, the bid shall be treated as unresponsive and rejected.
7. Bidder may please keep in view the provisions of **Para 7.5.7** of Manual for Procurement of Goods 2017 issued by the Ministry of Finance, Department of Expenditure, while quoting the service charge in the financial bid which is reproduced below: -

"An Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as

to the capability of the bidder to perform the contract at the offered price. Procuring Entity may in such cases, seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/proposal."

8. Format of BOQ is given below :-

BOQ Format
(to be submitted online)

Sl. No	The components (Wages, ESI, EPF) on which the service charge would be charged	Rate of service charge in percentage (%) terms (upto three decimal points)
1	Wages + ESI + EPF	

VI. SCOPE OF WORK

1. The successful Bidder shall provide the following workers to discharge services in the Mess of Hostels of the University: -

S. No.	Category of workers	Estimated No. of workers required	Category	Wage structure
1.	Cooks	70	Skilled	Minimum wages of GNCTD of Delhi for skilled) + ESI+EPF as per rule
2.	Mess Helper	140	Un-skilled	Minimum wages of GNCTD of Delhi for un-skilled) + ESI+EPF as per rule

2. The number of workers required may increase or decrease as per requirements of the Dean of Students / University.
3. The bidder shall provide the workers having the following qualification & experiences: -

S. No.	Category of workers / staff	Educational Qualifications	Experience
1	Cook	No formal education is required	Workers to be provided should have experience of working as a Cook in any University, Autonomous organisation, Central / State Govt. organisation for at least two years with good track record
2	Mess Helper	No formal education is required	Workers to be provided should have experience of working as helper in mess of any University, Autonomous organisation, Central / State Govt. organisation for at least two years with good track record

4. Employing of Child labour is strictly prohibited under the law and if it comes to notice that any child has been engaged in service at any time, appropriate action will be taken and contract will be terminated outrightly
5. The Hostel Mess runs in two shifts from **06:00 a.m.** to **02:00 p.m.** and **from 02:00 p.m. to 10:00 p.m.**
6. The workers are required on six days working basis and as the mess of a hostel run 7 (seven) days a week, deputed workers have to work on rotation basis as may be required to ensure the necessities of the IHA Office or the Hostel Authorities
7. The menu for the meals shall be decided by the concerned hostel/s. All items required for preparation of food shall be provided by the concerned hostel/s itself.
8. The workers engaged must be well trained & experienced in preparing all types of Indian (both vegetarian and non-vegetarian) variety of food.
9. The food prepared is also subject to random inspection / checking for quality & hygiene by the designated committee or Officer/s of the University from time to time.
10. The above workers are required on six days working basis and as the mess of a hostel run 7 (seven) days a week, deputed workers have to work on rotation basis as may be decided by the IHA Office or the Hostel Authorities.

11. The food has to be prepared in clean, hygienic and safe conditions as per the menu decided by the hostel committee of concerned hostel/s. The surroundings shall be kept clean and hygienic all the time.
12. The mess will be opened at 6-00 a.m. by collecting key/s from the Security Guard of each hostel and will be closed by 10-00 p.m. and key/s should be deposited to the Security Guard on all seven days of the week. Any changes in the timings will be as approved by the concerned authorities.
13. Food will be served through counters and the used plates will be taken out by the workers of the Service Providers from the dining tables to the dish wash area.
14. After every meal (breakfast, lunch and dinner) all the plates, cups, katoris, bowls, water glass, spoons, forks, knives, vessels used for cooking etc., are to be cleaned in soap solution with hot water and dried & kept ready for the next meal.
15. Food may be served to the hostel rooms of sick or medically unwell / unfit students., if requested by the student and if his/her condition does not allow him/her to walk to the mess area. This service will be given only for days prescribed by the Medical Officer on medical papers and with the approval of the concerned hostel authorities only.
16. The tea spoons, table spoons, forks, knives, stainless steel tumbler glass, katories, all the vessels used for cooking and other utensils will be provided by the concerned hostel and these should be counted by the caretaker of concerned hostel/s by the end of each month. In case of loss of any item, the contractor will be responsible for providing the same at their own cost.
17. The decided menu will be displayed in the dining hall and one copy shall be given in advance to the Mess Supervisor or any other designated staff who will ensure its compliance.
18. If due to non-supply of the required vegetables, etc. the menu decided by the Mess Committee needs a change, the menu of the meal may be prepared accordingly.
19. Duties / responsibilities of the **Cook** are as under: -
 - (i) Timely preparation of food items under the guidance of the Mess Supervisors / Mess Warden.
 - (ii) Ensuring food quality, quantity & cleanliness/hygienic conditions in the kitchen, upkeep of all kitchen equipments for cooking food.
 - (iii) Helping Mess Supervisors in receipt and issuing of items pertaining to stores.
 - (iv) Any other work assigned by the Mess Supervisor(s) and Mess Warden.
20. Duties / responsibilities of the **Helper (Mess)** are as under: -
 - (i) Helping the Cook in preparing food items (veg.+non-veg.), cutting vegetables, cleaning rice, pulses, preparing chapaties etc.
 - (ii) Serving food to the resident students of the hostel.

- (iii) Proper cleaning of Kitchen, dining tables, crockery, utensils etc.
 (iv) Any other duty assigned by Cook, Mess Supervisor and Mess Warden.

21. The Menu of each hostel may be different from hostel to hostel which may be decided by the Mess Committee of each hostel. To have a bird's eye view of requirements, the standard format of menu of a hostels is shown below: -

SAMPLE MENU FORMAT

Days	Breakfast	Lunch	Dinner
Daily Menu	Sprouted grains , Milk with coffee/ Tea or Dalia), 4-Bananas or 2-Eggs with bread or Butter/Jam with Bread or (seasonal) Fruit or Hot served food mentioned.	Chapatti (Plain, Buttered), Sāmbhar, Pickle, Rice, Salad (Onion, Green chili, Lemon 4 pieces) & seasonal vegetable.	Chapatti (Plain, Buttered), Rasam, Pickle, rice, Salad (Onion, Green chili, Lemon - 4 pieces) & seasonal vegetable.
Monday	Puri, Aloo Tamatosabji	Sabut Masoor dal, Aloo palakdry(Alt), Curd/ kadhi, Paneer bhujija, Roti / Naan	Lubhiya aloo, Arhar Dal, Butter chicken, Roti / Naan
Tuesday	Vada, idli, Sāmbhar, Coconut chutney	Aloo Parwal(Gravi), Tehri, chana dal, Roti / Naan	Palak paneer/ Navratan korma (Alt), Moong dal, Plain Paratha, veg biryani
Wednesday	Aloo Paratha , Curd or Butter, Mango Pickle, Green Chutney	Bhindi aloo fry, Matar dal, fried papad. Curd/ Butter/ Bundi raita, Roti / Naan	Aloo Tamatar, Malkamasoor dal, Jeera Puri&Kachauri, Kheer/ Simayia(Alt.), Manchuarian Roti / Naan
Thursday	Uttapam, Sāmbhar, Chutney	Kunduru aloo/ Aloo dum (Alt), rajma, Lemon rice. Curd, Roti / Naan	White Chholatamatar, Arahar dal, Roti / Naan, Chowmin
Friday	Halwa chana/ Pav bhaji (Alt)	Lauki chana sabzi, Malka masoor dal. Butter/Curd rice/ Curd, Roti / Naan, Chowmin	Paneer dish (Sahi paneer/ butter masala), Moong Dal, Finger Chips, Maida Naan+Tandoori roti, Veg Pulao, Gulab Jamun
Saturday	Masala Dosa, Sāmbhar , Coconut Chutney	Baigan sabzi, khichdi, Ghee, Arahar dal Frymes. Curd/ Butter	Sada paratha, Matha aloo + Kala chana tamato aloo sabji, sabut masoor dal

Sunday	Poha, Jalebi, Imli- Chutney, Curd	Aloo Matar tomato, sabut moong dal, Aloo Paratha, Pyaaaj Paratha, Jaggery, green chutney, Ice-cream Veg raita/ Curd/ Butter	Taroi aloo, Palak Urad dal Extra- Chicken Biryani, Moong Dal Halwa/ mevakepede (Alt)
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VII. INSTRUCTION TO BIDDERS

1. Technical bid not accompanied with the Bid Security or Exemption certificate shall be rejected.
2. The selected Bidder shall submit a Performance Security @ 3% of work awarded in the form of DD / FDR / Bank Guarantee from a Commercial Bank, upon award of contract. The performance security shall be valid for 60 days beyond the date of completion of all contractual obligation of the successful Bidder. The University shall not have any interest liability on the performance security amount.
3. The initial contract shall be for a period of one year in the first instance, which may be renewed on the basis of satisfactory performance on mutually agreed terms and conditions in accordance with all the terms and conditions stipulated in the tender document up to a maximum period of three years.
4. At the first stage, the Technical Bids shall be opened through online mode. The time and date of opening of Financial Bids only of technically qualified bidders shall be intimated on the e-procurement system.
5. The tender is not transferable and no sub-tendering nor sub-letting under any circumstances will be allowed.
6. Canvassing or influence of any kind, direct or indirect, shall lead to disqualification of the Bidder.
7. The Dean of Students / University reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof and the decision of the Dean of Students / University in this respect shall be final and binding. The Bidder will have the option to enquire the bidding conditions, bidding process and/or rejection of its bid.
8. Financial Bids in any form other than the prescribed format shall be rejected.
9. The Financial Bids shall be evaluated on the basis of quoted rate of percentage (%) of service charge by the Bidder/s.
10. If a firm quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and will disqualify the bid.

11. Bidder may please keep in view the provisions of **Para 7.5.7** of Manual for Procurement of Goods 2017 issued by the Ministry of Finance, Department of Expenditure, while quoting the service charge in the financial bid.
12. The Tender Notice, Additional Instructions for Bidders, amongst other documents, shall form a part of the Agreement with the contractor / bidder whose bid is accepted.
13. The Bids so received will be scrutinized by the Committee constituted for the purpose and the acceptance of a tender will rest with the Dean of Students / University which is not bound to accept the lowest tender, and reserves the right to reject any or all of the tenders received, without assigning any reason thereof.

VIII. TERMS & CONDITIONS:

1. The bid must be valid for acceptance for a **period of 120 days** from the date of opening of the bids.
2. The bidder who is awarded the contract shall be bound to execute and implement the contract by way of duly signed agreement on a non-judicial stamp paper of the value of Rs. 100/- at its own cost. On acceptance of the bid by the Dean of Students / University, it will be binding upon both the parties i.e. the Dean of Students / University (First Party) and the qualified bidder (Second Party). The Dean of Students / University shall have the discretion to forfeit Earnest Money in full if the bidder, in the event of backing out, after the signing of the agreement or failure to comply with any of the conditions of the contract apart from cancelling the contract.
3. **“The Contract”** means the document forming the tender and acceptance thereof and the formal agreement executed between Dean of Students / University and the bidder together with the documents referred to therein including these conditions, terms, specifications and instructions issued by the Dean of Students / University from time to time and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
4. The tender is not transferable under any circumstances at any stage.
5. The Dean of Students / University reserves the right to accept or reject any bid / tender or relax any part of the tender offer, without assigning any reason thereof.
6. The bidder should not have been convicted for any case of violation of ESI or EPF Norms or any Labour Laws with any Court of Law or Labour Officer, PF Department etc.
7. Bidder must have a branch office in Delhi NCR.
8. The contractor shall supply reliable staff with proper police verification and shall provide a list of such staff along with their permanent and local addresses to the Dean of

Students. The contractor shall also submit **medical fitness certificate** of the persons to the effect that they are not carrying / suffering from any communicable disease(s).

9. University shall not bear any other cost except the reimbursement of minimum wages in connection therewith as fixed by the Govt., ESI, PF Contribution, GST, service charge of contractor and any other charges levied by the Govt. Any other cost, by whatever name called, shall not be borne by the University.
10. The contractor shall be solely responsible for the staff deployed by it in all matters relating to their claims etc. It shall indemnify the University against any payments to be made under various Labour Laws and in compliance thereof.
11. As per **PAYMENT OF BONUS ACT**, being non-profit organization, University is exempted from payment of bonus to the workers deployed by the contractor; hence no payment or reimbursement of bonus will be made by the University to the contractor and it will be personal obligation of the contractor.
12. The contractor should provide such workers who have ESI and PF account number. In case, if new worker is appointed by the contractor then the worker has to submit a declaration form and to apply ESI & PF No. If the worker fails to submit ESI card to the Dean of Students / University within 10 days, the contractor be asked and required to replace the worker with a worker who has ESI card and PF Number.
13. The DoS Office, IHA shall not be liable for any payment to the staff of the bidder on account of salary and allowances, leave, uniform, medical aid, Insurance Policy, Provident Fund, ESI and any service charge payable to the Government of Delhi / India etc. whatsoever, which shall be the sole responsibility of the contractor. The contractor shall also ensure that the norms prescribed by the Human Rights Commission of Government of India, Minimum Wages Act, Provision of Industrial Disputes Act or any such other legislation, are fully observed by the Contractor and the University is kept harmless and indemnified in this respect.
14. In case of any misconduct or misbehavior on part of workers deployed by the bidder or in case of any adverse report from Wardens or any other University authorities in respect of worker(s), such worker(s) shall have to be replaced immediately by the contractor.
15. The contractor shall take all reasonable precautions to ensure that workers engaged by it shall maintain decency norms all the times so as to behave with the residents in a civil, sober, polite, honest and disciplined manner and while on duty be in proper uniform. The workers on duty should be present in their assigned places performing the duty assigned to them, and they should not be found wastefully chatting with one another or otherwise neglecting their duty during office hours.
16. The contractor shall, whenever applicable, strictly comply with the provisions of the following laws and amendments thereof or any other laws relating thereto and the rules made there-under from time to time:

- (i) Payment of Wages Act 1936
- (ii) Minimum Wages Act 1948
- (iii) Employees Provident Fund and Maintenance Provision Act, 1952
- (iv) The Employees' State Insurance Act, 1948
- (v) Workmen's Compensation Act, 1923
- (vi) Industrial Disputes Act, 1947
- (vii) Maternity Benefit Act 1961
- (viii) The Contract Labour (Regulation & Abolition) Act, 1970
- (ix) The Contract Labour (Regulation & Abolition) Central Rules, 1971
- (x) Employer's Liabilities Act, 1938
- (xi) Delhi Labour Welfare Fund as notified by Delhi Govt. on 13.07.04 and
- (xii) Any other law as may be applicable in this regard

17. The contractor shall furnish all the relevant records and details, as and when required by the Dean of Students / University, and will also maintain & produce all relevant records of all payments made by it to its personnel in the desired format, as may be required by any other law, to the satisfaction of the Dean of Student or any other designated officer(s) of the University.
18. Canvassing of any kind in connection with tenders is strictly prohibited and the tenders submitted by contractors who resort to canvassing are liable to rejection.
19. The contractor is required to inform its workers in advance that the contractor has the contract for providing services for **one** year period only and after one year the contract will have to come to an end. Therefore, it would be able to engage the workers for one year only and after expiry of one year, it would not be able to deploy them any more in the University. Proof of same must be submitted in the Office of Dean of Studetns, IHA, JNU.
20. The contractor shall also provide the details of the staff, proposed to be deployed to work in IHA Office and Hostels of the Jawaharlal Nehru University viz., their name, age, father's / mother's name, residential address, contact numbers / mobile numbers, recent passport size photograph, signature and local police clearance certificate and their Provident Fund (PF)/UAN, ESI numbers etc.
21. The contractor shall issue valid Identity Cards to all of its workers, which must have Aadhar number so that no worker remains unidentified.
22. The contractor shall provide summer and winter uniforms, masks & gloves to its employees at its own cost. **The University shall not bear the cost of the Uniform.** The style, colour and pattern of the Uniform should be acceptable to the University. The contractor shall ensure that the workers are neatly attired in Uniform with their identity cards properly displayed at all times while on duty.

23. The contractor shall be responsible for making payments of wages to all deployed workers in their Bank Accounts only. Any other benefits accruable to workers shall be transacted through online mode only.
24. The contractor shall pay regular wages to workers employed by it directly which shall not be less than the minimum wages, as notified by Delhi Administration/Govt. of NCT of Delhi.
25. The Bidder shall keep the University completely indemnified against all the liabilities arising due to non-compliance or delay in compliance of any statutory obligations. .
26. Any increase/s in the statutory minimum wages affected by the Government shall be brought to the notice of the Dean of Students / University by the contractor from time to time. The Dean of Students / University shall accordingly modify the minimum wage rates along with the rate of ESI and PF contribution applicable thereon. However, rate of Service Charges shall remain the same as on the date of the original agreement. The onus of providing the gazette notification regarding enhancement of minimum wages shall lie with the contractor. However, the University may enhance minimum wage rate suo moto in pursuance of Govt. Order(s).
27. The Contractor shall provide replacement in case any employee of the Contractor is proceeding on leave and this will be at no additional expense to the University.
28. None of the workers of the Contractor shall enter into any kind of private work in the University or outside during working hours, failing which penalty as stipulated in the **Penalty Clause** may be imposed.
29. Wages of the workers have to be paid by 07th of the following month. Reimbursement of the contractor's bill shall be endeavoured to be made by University at the earliest. Service provider is required to submit bill for the payment along with the record/certification to the effect that all the liabilities on account of compliance of the Labour Laws including ESI, EPF have been discharged subject to there being no dispute or discrepancy in the bill, Challan of deposit of EPF, ESI, ECR sheet and proof of wages disbursement. In case of dispute/discrepancies, contractor is still liable to pay salaries to the workers on or before 7th of every month. The Contractor will have to produce any additional document/compliance report in the manner prescribed by the University whenever required.
30. Tax at source (TDS) in accordance with the provisions of Income Tax Act, 1961 or any other recoverable amount as per Govt. notification shall be deducted from the payments to be made to the contractor.
31. In no case, advance payment shall be made by the University to the Contractor. The contractor will pay the monthly payment to its workers from its own resources and will get the reimbursement of the same from the University.

32. The Contractor shall, at its own expense, comply with or cause to be complied with labour welfare rules framed by the Government from time to time for the protection of health of workers employed on the campus.
33. The Contractor shall be solely responsible for treatment in case of any accidents or any other injuries to workers employed by it during working hours. It will also cover its personnel through an Insurance Policy for personal accident, death, major hospitalization or any other contingency whilst performing the duty. Thus the University shall not be responsible to make any payment or to cover up damages suffered by any workers of the contractor / services provider.
34. If the University finds any overpayment at any stage, it shall be recovered by University from the bills, submitted by the Contractor or from any amount payable to the Contractor including performance security.
35. The Contractor shall share a statement indicating details of the cases wherein
- (i) it has been convicted by Court of Law;
 - (ii) it has been Blacklisted/debarred from bidding in government tenders;
 - (iii) Blacklisting proceedings pending against it;
 - (iv) Vigilance case pending against it;
 - (v) criminal case(s) pending against it or any of its employees.
36. The Contractor shall not, at any time, cause or permit any nuisance in the University or do anything, which shall cause unnecessary disturbance or inconvenience to the University community or bring dispute to the University. If any worker, deputed by the Contractor, is found creating any nuisance / indulged in immoral / unlawful act(s) then the Contractor shall be required to immediately replace the concerned personnel and such personnel should not be deployed at any other place in the University. The decision of the Dean of Students / University in this respect shall be final.
37. All instructions, notices and communications etc., under the contract shall be issued in writing and sent by the Registered Post / Speed Post / E-mail only to the latest informed details & address of the Contractor and shall be deemed to have been served on the date, when in the ordinary course of post, these would have been delivered to the Contractor.
38. In the event of any loss due to theft or otherwise, on account of negligence of the Contractor's worker, the Contractor shall make good the loss, either by the replacement of the lost item(s) and/or material by adequate compensation within time frame as decided by the Dean of Students / University. The decision of the Dean of Students / University in this regard shall be final and binding on both the parties.
39. The Contractor shall comply with all instructions issued by Dean of Students / University from time to time. Non-compliance of these instructions will entail penalty,

as may be decided by Dean of Students / University /and the decision of the Dean of Students / University shall be final and binding.

40. Contractor should ensure that once the duty of a particular worker is over, she/he should leave the work place immediately failing which penalty or action shall be taken as may be deemed fit by the Dean of Students / University.
41. If any worker of the Contractor is not suitable for carrying out the job or found entangled in any police / legal hassle, or found drinking at work site or in possession of objectionable material or in company of out of bounds person (declared by the University) within the Campus, the Contractor shall replace such worker immediately.
42. If any worker of the Contractor is found to be violating any rules of the University, that worker shall be replaced immediately by the contractor.
43. No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
44. All / any dispute(s) arising from this Agreement shall be subject to the jurisdiction of Hon'ble Court/s in Delhi only.
45. **Extension** : If the Contractor is desirous of an extension of contract beyond the present / extended term, the Contractor should apply in writing to the Dean of Students / University, at least **90** days before the expiry of the contract or extension thereof

IX. Dispute Resolution

If any disputes, differences or controversy of whatever nature between the University and the contractor / service provider howsoever arises under, out of or in relation with the execution, interpretation and performance of this tender, unless settled amicably by the parties hereto, shall be referred to and exclusively settled by Arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996. In case of any difference not been amicably settled after having resorted to all possible means , the parties may write to the Vice-Chancellor, JNU in this regard and the office of Vice-Chancellor, JNU would appoint a sole arbitrator, which shall be accepted by the parties. The venue of the arbitration shall be Delhi, India. The language of arbitration shall be English. The decision or award of the Arbitration Tribunal shall be final and binding upon both the parties. The costs of arbitration including the fees and expenses of arbitration shall be borne equally by the parties hereto, provided, however, that each party shall bear the cost of preparing and presenting its own claims..

X. Cancellation Of The Contract

Any violation of instruction / agreement or suppression of any facts will attract cancellation of agreement without any reference or any notice period or any other provisions in the contract. The Dean of Students / University reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in interest of the University. The contractor is not eligible for any compensation or claim in the event of such cancellation.

The contract can be cancelled in the following cases: -

- (i) In case any document(s) produced in support of eligibility criteria or any other document(s) turns out to be not genuine. The work will not be awarded, Bid Security shall stand forfeited, and the contractor will be liable for any further action as may be deemed appropriate by Dean of Students / University;
- (ii) default in providing the services requisitioned or any part thereof with the due diligence and continues to do so even after a notice in writing of **07** (seven) days from the Dean of Students / University;
- (iii) Commits default in complying with any of the terms and conditions of the contract and does not take corrective measures within **07** (seven) days after a notice in writing is given in this regard by the Dean of Students / University.
- (iv) Fails to complete/provide requisitioned service within the time frame specified in the contract, and does not do so within the period specified in a notice given in writing in in this regard by the Dean of Students / University;
- (v) Offers or gives or agrees to give to any person in the University service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to obtaining or execution of this contract or any other contract for the University;
- (vi) Obtains a contract with the University as a result of wrong tendering or other non-bona fide methods of competitive tendering;
- (vii) Being an individual or any partner thereof at any time is adjudged insolvent or have an order for administration of his estate made against him or takes any proceedings for purpose of composition (other than voluntary) liquidation for the purpose of (amalgamation or reconstruction) under any Insolvency Act for the time being in force make any conveyance or assignment of his creditors or purposed so to do or if any application is made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust is executed by him for benefit of his creditors;
- (viii) Bidder being a company, passes a resolution or the Court makes an order for the winding up of the company, or a receiver or manager on behalf of the debenture

holders or otherwise is appointed or circumstances so arises which entitles the Court or debenture holders to appoint a receiver or manager; or suffers an execution being levied on its goods and allow it to be continued for a period of 21 days;

- (ix) Assigns, transfers, sublets (engagement of labour on a piece-work) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire or any portion of the requisitioned service without the prior written approval of the Dean of Students / University. The University may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter, by a notice in writing, cancel the contract as a whole or part of the contract.
- (x) Any other violation of the terms of the contract / applicable laws.

The Dean of Students / University shall, on such cancellation, have powers to carry out the incomplete requisitioned service by any means at the risk and cost of the Contractor.

XI. Termination of contract:

Either party may, by giving **90** days notice in advance to the other party, terminate the contract and it shall stand terminated on expiry of the **90th** day from the receipt of such notice.

Further, the Dean of Students / University shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (i) The contractor is declared bankrupt or becomes insolvent.
- (ii) If the contractor is found to have utilized the services of any agent in getting this contract and / or paid any commission for getting the contract.
- (iii) The delivery of the services is delayed for causes not attributed to Force Majeure for more than **3** days after the scheduled date of signing of contract.
- (iv) The suppression of facts/providing false/misleading information would lead to termination of bid/contract at any stage
- (v) In the event the contractor commits breach of any of the terms and conditions, herein contained and /or required to be observed by it, the Dean of Students / University shall be at liberty to terminate this contract by giving **30** days notice. Moreover apart from it, the Dean of Students / University shall be entitled to forfeit amount of the security deposit or any part thereof. This will be without prejudice to the right of the University to take any other action as deemed fit including blacklisting/debarment of the contractor.

(vi) In the event the contractor commits any serious breach of any of the terms and conditions, herein contained and /or required to be observed by it, and when the desired service is under threat / endangered, then the Dean of Students / University shall be at liberty to terminate this contract by giving **48** hours notice. Apart from it, the Dean of Students / University shall be entitled to forfeit amount of the security deposit or any part thereof. This will be without prejudice to the right of the University to take any other action as deemed fit including blacklisting/debarment of the contractor.

XII. Penalty Clause

On the occurrence of the following events, penalty may be imposed on the bidder / contractor / service provider by the Dean of Students / University :-

1. In case any lack of performance by any worker or in service is reported, the service provider will be served with a show cause notice and if the performance continues to be unsatisfactory even after giving three notices for putting the things in order by specified date as per the notice, a penalty of upto Rs.**1000/-** per day will be imposed by the Dean of Students / University till the things are corrected but not more than 15 days in one instance.
2. If the service provider fails to improve the services or mends the performance to the satisfactory level even after imposing fines / penalties as mentioned above within 15 days time or if penalty has been imposed three times in a row, the contract may be cancelled by the Dean of Students / University.
3. The University premise is a 'NO SMOKING ZONE', If any of the workers deployed by the contractor was found consumption of alcohol / smoking/ spiting on the walls/floors/ eating pan/ gutka or intoxicants / drugs etc. a penalty of Rs.**200/-** for every instance will be imposed which will be deducted from the payment to be made to the contractor.
4. None of the workers provided by the contractor shall enter into any kind of private work in the University or outside during working hours except the assigned task, failing which the absence from duty shall be penalised by imposing a penalty of Rs. **350/-** per incident per worker on the contractor.
5. Before imposing any kind of penalties, the service provider shall be given a chance of hearing. The decision of Dean of Students shall be final in all cases and it will be binding on both the parties.
6. Any kind of financial penalties, if imposed, shall be deducted from the payments to be made to the Contractor.

XIII. Force Majeure Clause

Each Party's failure to perform its obligations hereunder, will be excused to the extent that the events or circumstances which are beyond the reasonable control of the Parties, which could not have been prevented by good industry practice or by the exercise of reasonable skill and care and which or any consequences of which, have a material and adverse effect upon the performance by the parties of its obligations such as:

- 1) Acts of God, flood, drought, earthquake or other natural disaster;
- 2) Indefinite lockdown, epidemic or pandemic;
- 3) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 4) nuclear, chemical or biological contamination or sonic boom;
- 5) collapse of buildings/mines, fire, explosion or accident; or
- 6) any labour dispute, strikes, lockouts (other than those solely affecting any party specifically claiming the same as an

Event of Force Majeure and attributable to such party's policies regarding labour, compensation or employment or labour related conditions) or any other act or condition beyond the reasonable control of such Party. In such case, the party so affected can invoke this clause by issuing a notice of Force Majeure situation as soon as it occurs within reasonable time period but not later than **30** days from its occurrence and will resume performance promptly once the interfere condition has abated.

XIV. INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION

E-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. One may keep a watch of the tenders floated under <https://mhrd.euniwizarde.com>. These will invite for online Bids. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on <https://mhrd.euniwizarde.com> the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on may be obtained at: <https://mhrd.euniwizarde.com>

A. IMPORTANT NOTICE

1. The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website <http://www.jnu.ac.in/Tenders/> and e-Procurement Portal of Ministry of Human Resource Development at <https://mhrd.euniwizarde.com> as per the schedule given in the **CRITICAL DATE SHEET**.
2. Bids shall be submitted online only at e-Procurement Portal of Ministry of Human Resource Development at <https://mhrd.euniwizarde.com>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders' for the e-submission of the bids.
5. Bidder who has downloaded the tender from the University website <http://www.jnu.ac.in/Tenders/> and e-Procurement Portal of Ministry of Human Resource Development at <https://mhrd.euniwizarde.com> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, it is found to be tampered / modified in any manner, tender will be completely rejected and Bid Security would be forfeited and tenderer is liable to be banned from doing business with UNIVERSITY.
6. Intending bidders are advised to visit the University website <http://www.jnu.ac.in/Tenders/> and e-Procurement Portal of Ministry of Human Resource Development at <https://mhrd.euniwizarde.com> at least 1 days prior to closing date of submission of tender / bid for any corrigendum / addendum/ amendment.

B. GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Procurement Portal with clicking on the link "Online Bidder Enrolment" on the e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact our help desk for getting the DSC.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on portal <https://mhrd.euniwizarde.com>
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account.

C. SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (**NON REFUNDABLE**) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

D. 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.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents

which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.

5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

E. SUBMISSION OF BIDS BY THE BIDDERS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time.
2. Bidder will be responsible for any delay due to other issues.
3. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by University.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled in by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____, between, on one hand, the **Dean of Students, JNU, New Delhi** (hereinafter called the "BUYER, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by _____ (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure the **Manpower service for Cook and Mess Helper** on contract and the BIDDER/Seller is willing to offer/has offered that service and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Body performing its functions on behalf of the MHRD/GOI.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows :

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate authority / Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the University for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the University.
 - 3.3* BIDDERS shall disclose the name and address of agents and representatives, and Indian BIDDERS shall disclose their foreign principals or associates, if any.
 - 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original service provider and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers to the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's organization, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other organisation in any country in respect of any corrupt practices envisaged hereunder or with any Autonomous body, Public Sector Enterprise or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Security Deposit/Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Dean of Students / University and they shall not be required to assign any reason, therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the University, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the University resulting from such cancellation/rescission and the University shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the University.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letter of Credit have been received in respect of any contract signed by the University with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Security in case of a decision by the Dean of Students / University to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Dean of Students / University will be entitled to take all or any of the actions mentioned in this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute created for prevention of corruption.

5.3 The decision of the Dean of Students / University to the effect that the BIDDER has committed a breach of the provisions of this Pact shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and the initial contract will be for a period of three years in the first instance, which may be renewable on satisfactory performance basis on mutually, agreed terms and conditions in accordance with all the terms and conditions stipulated in the tender document up to a maximum of another two years. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at _____ on _____

FIRST PARTY

SECOND PARTY

Dean of Students
Jawaharlal Nehru University
New Delhi- 110067

WITNESS:

1. _____

2. _____

WITNESS:

1. _____

2. _____

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be clarified during pre-bid meeting or may communicate with Inter-Hall-Administration, JNU on contact details indicated below:

Telephone - 011 - 26704556

E-mail - naveenkr@mail.jnu.ac.in

- 2) For any clarification in using <https://mhrd.euniwizarde.com>

- 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.
- Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Email id - helpdeskeuniwizarde@gmail.com / ewizardhelpdesk@gmail.com

Phone: 011- 49606060,

Amrendra:- 8448288980,

Abhishek:- 9355030617,

Pulkit:- 9205898220.

TENDER ACCEPTANCE LETTER

(To be given on Bidder's Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - Providing skilled & un-skilled workers in the office of IHA & Hostels of JNU, New Delhi.

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely : _____ as per Tender No....., given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby with the terms / conditions / clauses contained therein.

3. The corrigendum(s), if any, issued from time to time by Dean of Students/ University have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its entirety.

5. I / We do hereby declare that our organisation has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished in the Tender Documents submitted are true & correct. If any information is found to be incorrect, then the Dean of Students/ University shall without giving any notice or reason thereof, reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full amount of bid security deposit.

Yours faithfully,

Place :

Date :

(Signature of the Bidder/Authorised person)

(Official Seal)

DETAILS OF CLIENTS

S.No	Name of the Client with address	Period of service From - to	No. of Skilled & Un-skilled Workers deployed	Remarks, if any
1				
2				
3				
4				
5				

Place :

Date :

(Signature of the Bidder/Authorised person)

(Official Seal)

CHECKLIST

Tender No. _____

Dt. _____

Sl. No.	Description	Indicate Page No.(PN) If Yes					
1.0	Please read carefully the tender document terms and conditions with respect to (i) Technical Bid (ii) Scope of work, (iii) Eligibility and documents to be submitted, (iv) Payment (v) Termination, cancellation & determination (vi) Instructions & submission of bid (vii) Penalty (viii) Post termination responsibility (ix) Arbitration	<table border="1"> <tr> <td>Yes</td> <td>PN:</td> <td>No</td> </tr> </table>			Yes	PN:	No
Yes	PN:	No					
2.0	Please ensure the following documents are enclosed. Tick Yes or No against each column (Any answer in NO shall lead to disqualification). Page No. (PN) must be indicated.						
2.1	Bid Security or Exemption Certificate	Yes	PN:	No			
2.2	Tender Acceptance Letter as per Annexure – I	Yes	PN:	No			
2.3	Status of your agencies such as Company (Ltd. or Pvt. Ltd.), Partnership, HUF, Proprietorship or Regd. society etc	Yes	PN:	No			
2.4	Copy of PAN, ESI, EPF & GST Registration	Yes	PN:	No			
2.5	Copy of registration certificate with Labour Department in Delhi	Yes	PN:	No			
2.6	Details of experience as per Clause II(3) of the Tender	Yes	PN:	No			
2.7	Copy of satisfactory work completion as per Clause II(3) of the Tender	Yes	PN:	No			
2.8	Copies of Balance Sheet for the last 03 years (2018-2019, 2019-20 & 2020-21)	Yes	PN:	No			
2.9	Copies of Income Tax Returns for the last three years (2018-2019, 2019-20 & 2020-21)	Yes	PN:	No			
2.10	Certificate of Turnover duly certified by a Chartered Accountant for last three years (2018-19, 2019-20 & 2020-21)	Yes	PN:	No			
2.11	Details of clients as per Annexure – II	Yes	PN:	No			
2.12	Details of your Banker	Yes	PN:	No			
2.13	Have you signed all the bid documents with your office seal?	Yes	PN:	No			

Place :

Date :

(Signature of the Bidder/Authorised person)

(Official Seal)