



MAHATMA GANDHI ANTARRASHTRIYA HINDI VISHWAVIDYALAYA

(A Central University, Established by Parliament by Act No 3 of 1997)
Post- Hindi Vishwavidyalaya, Gandhi Hills, Wardha-442001 (Maharashtra)
Tel: 07152-230902 Fax: 07152-230903
www.hindivishwa.org

TENDER NOTICE **MANPOWER SUPPLY SERVICES**

Tender Enquiry No.: MGAHV/TENDER/ADMN/MANPOWER SUPPLY/03/2016

Dated: 18th July, 2016

Sealed tenders are invited from reputed agencies who have Licence to engage in the business of manpower supply services, registered with the Chief Labour Commissioner (Central) under Contract Labour (Regulation & Abolition) Act, 1970, having valid registration with EPF & ESIC, and having a minimum experience of 5 years in this field for providing its services on contract basis to the University Offices, hostel, residential premises, etc. located at Wardha, Kolkata and Allahabad.

The Application/Tender Form alongwith detailed terms and conditions can be downloaded from our official website www.hindivishwa.org from the date of publication of this notification till the last date of submission of tender form.

Tenderers should submit their **TENDER BIDS IN TWO SEPARATE SEALED ENVELOPES**, superscribing, 'Technical Bid for Manpower Supply Services' Annexure-I & II and 'Financial Bid for Manpower Supply services' Annexure-III and placing both sealed envelopes in **ONE COMBINED SEALED ENVELOPE** duly complying with the instructions contained in the Tender form addressed to the **Registrar, Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Post-Hindi Vishwavidyalaya, Gandhi Hills, Wardha-442001 latest by 3.00 pm on 09th August, 2016[Tuesday]** and drop their bids in the tender box kept at the office of the Registrar. Tenders received after the prescribed time and date will not be entertained. Tenders received without earnest money, conditional tenders or incomplete tenders shall be rejected outrightly.

An amount of Rs.2000/- (Rs. Two Thousand Only, non-refundable) as the cost of downloaded Tender form and Rs. 4,50,000/- (Rs. Four Lakh and Fifty Thousand Only) as Earnest Money (refundable), should be remitted in the form of two separate Demand Drafts of any Scheduled/Nationalised Bank favouring "The Finance Officer, Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya", payable at Wardha (Maharashtra) only. Both Demand Drafts must be enclosed inside the 'Technical Bid' only, to avoid an outright rejection of the bid.

Technical Bid of the tenders will be opened on the same day at 4.00 pm (on 09.08.2016) in the presence of the tenderers who may like to be present. Financial Bid will be opened later in respect of only those who will be found suitable in Technical Bid, whose names would be posted on the University website.

The Mahatma Gandhi Antarrashtrriya Hindi Vishwavidyalaya, Wardha reserves the right to accept or reject any or all the tenders with or without assigning any reason whatsoever thereof.

Registrar

SCHEDULE OF TENDER

1.	Tender No.	MGAHV/TENDER/ADMN/MANPOWER SUPPLY/03/2016
2.	Availability of Tender document on the University Website	From 18.07.2016 to 09.08.2016 (till 01:00 PM)
3.	Date of sale of tender document	As above
4.	Last date of receipt of completed tender document	09.08.2016 (03:00 PM)
5.	Time, date and place of opening Technical Bids	At 04.00 PM on 09.08.2016 at Registrar Office, MGAHV, Gandhi Hills, Wardha-442005
6.	The Cost of Tender document (Non-refundable)	Rs 2000/- (Rupees Two Thousand only) thorough DD drawn in favour of Finance Officer, MGAHV, Wardha. Payable at Wardha.
7.	Earnest Money Deposit (Tender will not be considered without EMD deposit)	Rs 4,50,000/ (Rupees Four Lakh and Fifty Thousand only) through Demand Draft drawn in favour of Finance Officer, MGAHV, Wardha.
8.	Terms & Conditions	Enclosed at Annexure-IV, to be signed and enclosed alongwith the tender by the tenderer.
9.	Proforma for refund of EMD	Enclosed at Annexure-V, may be submitted on firm's letter head affixing Re. 1/- revenue stamp for refund of EMD.
10.	Mode of submitting tender	In person, to be deposited in the tender drop Box kept in the Registrar Office.

NOTE :-

1. Tenderer must read 'Instructions to Tenderers' and Terms and Conditions enclosed at Annexure-IV before filling the particulars in this part. Wherever necessary, the information furnished in the form must be substantiated with the self-attested and stamped photocopies of supporting documents.
2. Tender document should be downloaded from the University website www.hindivishwa.org only and accompanied with DD for Rs. 2000/- (Rupees Two Thousand only), towards cost of tender document and DD for Rs 4,50,000/ (Rupees Four Lakh and Fifty Thousand only) as EMD, without which tender will not be considered.
3. It should be clearly mentioned on the envelop, "Tender for Manpower Supply".

Credentials of the Tenderers and details of payment:

Name of the Agency	
Registration No. and Year of Registration	
Type of Organization: (Whether sole Proprietorship/Partnership/Private Limited or Cooperative body etc. attach proof)	
Name(s) of the Proprietor/Partners	
Full address with Telephone/Mobile No. of the tenderer (as expected to be quoted in all communication by this office)	
Details of DD (i.e Cost of Tender) Rs. 2000/-. (Rupees Two thousand only)	Name of Bank : DD No. : Date : Value :
Details of EMD (Earnest Money Deposit) Rs. 4,50,000/- (Rupees Four Lakh and Fifty Thousand only)	Name of Bank : DD No. : Date : Value :
Security Deposit	5% of the contract amount in the form of Demand Draft drawn in favour of Finance Officer, MGAHV, Wardha.

Documentary Proofs

Sr. No.	Particulars	Attached (Yes/No)	Page/Appendix (If attached)
1	Proof of incorporation/inception of the Agency		
2	Registration for manpower supply/License to engage in the business from the controlling Authority		
3	Proof of Registration with the Labour Commissioner		
4	PF Registration Proof		
5	ESI Registration Proof		
6	PAN Card		
7	Income Tax Returns for the last three years		
8	Proof of Service Tax registration		
9	Satisfactory Performance certificate from at least three organizations where the Agency has supplied a group of more than 50 (per year) persons at a time during the last 3 years		
10	Annual turnover (Preferably for last three years)		
11	Any other relevant document/information		

FINANCIAL BID

S. No.	Particulars	Rates of Payment
1	Wages per month	To be decided as per qualifications and experience of the workmen.
2	EPF	As Per Rules
3	ESI	As Per Rules
4	Service Tax	As applicable
5	Contractor's commission/ service charge	

Note:

1. EPF rate & Service Tax shall be as per Rules applicable to Central Government & amended from time to time.
2. Service Charge must be quoted in % (Percentage) of total wages paid per month excluding EPF/ESI etc charges.

**GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE
CONTRACT FOR MAN POWER SUPPLY**

1. **Manpower Requirement:** There is requirement of various manpower in High skilled, semi-skilled & unskilled category in the University. List of the requirement will be provided at the time of award of contract and as and when requirement of manpower arises.
2. **Terms & Conditions of Contract:**
 - (a) The selected agency shall provide necessary personnel to the University according to requirements at the approved rates. The agency shall employ experienced (as far as possible) and reliable persons with clean record.
 - (b) The personnel so provided by the agency under this contract will not be the employees of the University and there will be no employer-employee relationship between the University and the Personnel so provided.
 - (c) Any grievances of the personnel employed by the agency should be addressed by the Contractor only and in no case will be entertained directly by the University authorities.
 - (d) University will not provide any experience or work certificate to any of the personnel employed by the agency.
 - (e) Advances/other financial benefits to the employees will be managed by the agency concerned.
 - (f) Attendance register for the personnel employed will be provided by agency to various departments wherein the name of the agency should be clearly endorsed. Movement/Transfer from one office to another of the University will be governed by the agency on receipt of instructions from university authorities.
 - (g) The agency shall be wholly responsible for paying monthly wages to the personnel deployed at the University and the University shall in no way be responsible for meeting any kind of expenditure or wages etc. to these personnel. The agency shall be fully responsible for providing paid leave benefits @ 1.75 days per month served which will be credited to his/her account on the first day of the month (Total 21 days per year), Maternity Leave to female employees will be granted as per Government of India rules as amended from time to time, in case of weekly off, national holidays etc. to the personnel deployed and when any of the personnel employed proceeds on leave or absents himself, it will be the prime responsibility of the agency to provide a substitute immediately. Leave to the concerned employee will be sanctioned and administered by the agency concerned only.
 - (h) The contractor should give his consent to discharge all legal obligations in respect of their employees regarding their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them viz. statutory obligations under Contract Labour Abolition and Regulation Act 1970 as amended from time to time.
 - (i) Contractor must provide Identity cards to the personnel employed in prescribed format (with name of the company displayed on it) which will be displayed by them while on duty.

- (j) University may consider re-imbursement of medical bills to certain extent to the personnel employed, on request by the agency. The personnel employed can avail of medical facilities available inside the campus.
- (k) It shall be incumbent upon the contractor to register himself with the appropriate authorities under the Contract Labour (Abolition and Regulation) Act 1970 and should have a licence from the appropriate authorities on the due date of the tender.
- (l) The University will not be responsible either to the contractor or to its personnel for any injuries/death or any kind of loss occurred during the course of their service.
- (m) University will not have any role in the process of recruitment/selection of the personnel by the contractor at any stage.
- (n) Personnel employed will be supervised, administered, controlled and guided solely by the agency concerned only. The timings of work, lunch recess etc should be decided by the contractor in consultation with authorised officer of University.
- (o) Frequent visit of the contractor and meeting with the official concerned will be necessary which will be recorded on the register for attendance of supervisor kept with the registrar office and in the register maintained for visitors at the main gate of the University.
- (p) In case of misbehavior by the outsourced employee action will be taken by the contractor only. In case of any disputes between regular employee of the University and personnel of the contractor, on receipt of such report action against the university employee will be initiated by university administration.

In case of Harassment of women at work place where in the personnel employed by the contractor are involved the action will be taken by contractor as per Law in force.

3. **PERIOD OF THE CONTRACT:** The contract is awarded for a period of one year at the first instance and the date will be reckoned from the date of award of contract, unless it is curtailed or terminated by this University owing to deficiency of service, sub-standard quality of temporary personnel deployed, breach of contract, reduction or cessation of the job requirements etc. On expiry of the said period of Contract, the period of Contract may be extended on mutual consent on the same rates and terms and conditions up to a maximum period of two years.
4. **MODE OF PAYMENT:** Preparation of bills for remuneration in prescribed format shall be the responsibility of contractor/Agency. Correcting items suggested by the university shall be corrected by the contractor. The agency shall submit monthly bills for the services rendered during the preceding month on the first working day of the month and the University shall make payment by means of a crossed cheque drawn in favour of the agency by the 10th working day of the month. Agency must submit EPF and ESI Challan document as applicable and ECR List of personnel employed (separately for university) for previous month alongwith pay bill for each month. If the requisite documents are not enclosed university reserves the right to withhold the payment for the month. In such a case it will be the duty of the contractor to make payment to the personnel employed by due date i.e. by the 15th working day of the month.
5. **TERMINATION:** This contract can be terminated by giving one-month notice by the University and three months notice by the contractor.

6. **SECURITY DEPOSIT:** The selected agency for the man power supply work will have to make security deposit (refundable) of Rs 4,50,000/- (Rupees Four Lakh and Fifty Thousand only) in the form of Demand Draft drawn in favour of Finance Officer MGAHV, Wardha payable at wardha, within two weeks from the award of the contract. The agency will have to pay proportionate additional amount towards security deposit in case the number of personnel employed is increased.
7. The manpower supply agency should have an experience of at least **05** years out of this must have 2 years experience in providing man power services to Govt. Organization (Central & State), Autonomous/ statutory body or Public Sector undertaking.
8. The annual turn over of the tendering firm should not be less than 01 (One) Crore. Audited Balance Sheet for last three years should be enclosed alongwith tender.
9. The tenderers are required to submit the following alongwith tender documents:
 - i. Certificate of incorporating issued by Registrar of Companies or Deed of Partnership duly Registered as the case may be.
 - ii. Experience certificate for **05** Years.
 - iii. Service tax payment certificate for last **three** financial years.
 - iv. Registration certificate from both Central and State Labour Commissioners.
 - v. Satisfactory Performance Report from any one Govt. Office (Central/State) & two Private organisation for last **three** years.
 - vi. No dues/inspection Report issued by ESI and EPF offices for last **three** financial years.
 - vii. Audited Balance-Sheet for last **three** years.
 - Viii. Copy of PAN card/TIN of the firm.
10. Contractor has to provide manpower immediately as per schedule on receipt of work order.
11. In case Tenderer wants to furnish any information in a separate covering letter any additional information/particular of quoted condition, which can not be accommodated in the tender form, it can be given by means of a note in the tender form/schedule.
12. The right to accept or reject the tender will rest with the Registrar, MGAHV, Wardha who does not bind himself to accept the lowest tender and reserves the right to reject any or all of the tenders received without assigning any reason there of.
13. While the tender will be evaluated on the basis of Service Charge, Lowest quoted rate alone will not be the criteria but experience, satisfactory performance in government agencies, payment of service tax, no dues of EPF & ESI, financial status, infrastructure available with his office, better coordination etc. will be deciding factors for finalization of the contract. The decision of Vice-Chancellor will be final and binding on all the tenderers.
14. The security deposit will be forfeited in case of violation of any clauses mentioned in the agreement.
15. It will be obligatory on the part of contractor to enter into an agreement with the Registrar MGAHV, Wardha on Non-judicial stamp paper of Rs 100/- within 07 days from date of receipt of the letter of acceptance of the tender. The contract document must be signed by the tenderer/owner of the company or competent officer as empowered by the company for which necessary proof of authorization will have to be produced to the University. In case of partnership firms (Registered) all the partners must sign the document.
16. All the correspondence from the MGAHV addressed to the contractor shall have to be received by the contractor or his representative on behalf of the contractor.

17. Income tax will be deducted at source as per rule in force. Service tax if applicable shall be paid as per rule to concern authority by the contractor. The Contractor will be required to produce evidence of payment of service tax of previous month with the pay bill for next month. In case of failure to do so the university reserves the right to withhold the payment for the month.
18. Any, disputes or differences in connection with the contract, if not concluded shall be subject to exclusive jurisdiction of the court within the local limit i.e Wardha.
19. Tenders with Conditional offer or late received tender will not be accepted.
20. The Monthly payment to the contractor who will be awarded the contract will be made through Finance Officer, MGAHV, Wardha. **It is mandatory that minimum wages as prescribed by the Government of from time to time, are to be paid to the workers by 10th of every month.**
21. **The successful tenderer shall have to open the account in the Bank Of India, University campus branch. All the transaction shall be made through Bank of India only.**
22. It will be the responsibility of the Contractor to pay to the concerned authority the EPF contribution **(Employer's and Employees)** in respect of his employees to be engaged for carrying out the work at this University **and submit monthly EPF contribution (Employer's and Employees) challan duly stamped by EPF Organisation** with respect to the total number of employees employed by the Contractor in MGAHV, Wardha. In case of failure on the part of contractor to pay EPF Contribution of Employer and Employees, MGAHV will not pay service charges and will have right to initiate any civil or criminal action without prejudice to its right to terminate the contract.
23. On acceptance of the tender the successful tenderer/contractor shall communicate in writing the name(s) of his authorized representatives/supervisor, who would be responsible to take instructions from the authorized officer of this University for executing the work order. Contractor will have to employ full time supervisor, payment for which will be born by the contractor/agency concerned. The contractor and the supervisor should be a separate entity. Agency will have to set up fully equipped office in the campus for which place will be provided by the university for which agency will have to pay minimum rent decided by the university.
24. The tenderer will not be considered for award of work, if his near relative is employed in any capacity at MGAHV, Wardha.
25. If any dispute regarding the payment and regularization of workers arises in Court and the legal expenses borne by the University will become the liability of the contractor, and will be deducted from the amount payable to the contractor.
26. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
27. Before tendering the tenderer shall inspect the site to fully acquaint himself about the condition in regard to nature of work required to be performed/executed. No claim whatsoever on such account shall be entertained by the MGAHV, Wardha under any circumstances.
28. Except writing rates, the tenderer should not write any conditions or make any changes, addition, alterations and modification in the printed tender documents.
29. Tenders who do not fulfill all or any of the above conditions or incomplete in any respect are liable to rejection. There should be no cutting or overwriting. The cuttings if any

should be duly attested. Unattested/amended/overwritten figures will not be considered. The tenderer should write rates both in figures and in words.

30. The contractor shall not sublet this contract or any part thereof to any other party.
31. The personnel engaged by contractor will not be on the payroll of the University.
32. In case integrity, character and behavior of any of the contractor's personnel is found doubtful, he/she would be replaced by contractor on receiving instructions from the authorized officer of the University.
33. The Registrar, MGAHV, Wardha shall have absolute right to impose penalty for unsatisfactory services rendered by the contractor or personnel employed by him. In case of any loss/damage to the University property or its interest the Registrar at his own discretion will have authority to impose sufficient penalty on contractor for the same.
34. The MGAHV reserves the right to cancel the whole process of tender without assigning any reasons thereof.
35. The decision of the Vice Chancellor, MGAHV, Wardha regarding any disputes whatsoever arising out of the contract will be final and binding on the contractor.
36. The schedule of the tender form alongwith **Annexure-I to IV** should be returned intact after signing and stamping each and every page by the authorised signatory. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed and stamped in full by the tenderer. In such cases, reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary, it should be communicated by means of a separate letter alongwith full justification. This tender document contains total of **11** pages.
37. The tender is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tender is not fully filled in. Individual signing the tender or other documents connected with the contract may specify whether he signs it in the capacity of (i) sole proprietor of the agency or constituted attorney of such sole proprietor, or (ii) a partner of the firm, if it be a partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney, or (iii) constituted attorney of the firm if it is a company.
38. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related document must be signed by every partner of the firm.
39. This University shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
40. The personnel deployed by the Service Provider to MGAHV shall at no time be treated as the employees of the University and also shall have no claim to be regularized in the services of the University. But Service Provider will not change the personnel once deployed by it in the University without prior permission of the University.
41. Once the financial year is over the provider shall provide the statement pertaining to the EPF on receipt of those from the EPF Organisation.

42. There is no privacy of contract by and between the Agency and the University. The Temporary Personnel shall have no right to make any claim against the University directly or indirectly, monetary including wages or otherwise. They shall also have no right to claim for any regularization as well as no claim against the University of any Dues, statutory or otherwise. Similarly, even the representatives of any Temporary Personnel who have worked in the University shall have no right or claim against the University.
43. The Service Provider will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it in MGAHV.
44. The Service Provider shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of the MGAHV or any other authority under law.

I have gone through the terms and conditions given in the tender document and the same are acceptable to me.

Signature of the tenderer along with stamp.

Annexure - V

PROFORMA FOR REFUND OF EMD

(To be submitted on the letter head of the firm submitting tender)

To,
Registrar,
Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya,
Panchteela, Umari,
Wardha-442001

Subject :- Request for refund of EMD against Tender No. **MGAHV/TENDER/ADMN/MANPOWERSUPPLY/03/2016** due on **09.08.2016**.

Sir,

I request you that the EMD deposited by me against tender No. **MGAHV/TENDER/ADMN/MANPOWER SUPPLY/03/2016** due on **09.08.2016** quoted for the items as per details given below may kindly be refunded .

Sl. No. Name of the equipment DD No. & date Amount

01

02

Yours faithfully,

Signature

PRE-RECEIPT

Received Rs. _____ (Rupees _____ only) from Registrar,
MGAHV, Wardha (MH) against refund of EMD deposited against tender
MGAHV/TENDER/ADMN/MANPOWER SUPPLY/03/2016 due on **09.08.2016**.

(SIGNATURE)
With affixing Rs.1/- revenue stamp