



महात्मा गांधी अंतरराष्ट्रीय हिंदी विश्वविद्यालय

Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya

(संसद द्वारा पारित अधिनियम 1997, क्रमांक 3 के अंतर्गत स्थापित केंद्रीय विश्वविद्यालय)

(A Central University Established by Parliament by Act No. 3 of 1997)

पोस्ट हिंदी विश्वविद्यालय, वर्धा-442001, महाराष्ट्र (भारत)

Post Hindi Vishwavidyalaya, Wardha - 442001, Maharashtra (India)

Notice Inviting Tender for engagement of Outsourcing Agency having minimum 03 years of experience for providing of Manpower Services (skilled, semi-skilled, unskilled and other) at Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya (MGAHV) at its main Campus Wardha (Maharashtra) and centres at Prayagraj (Uttar Pradesh), Kolkata (West Bengal) & Riddhapur, Amravati (Maharashtra).

Tender No.	006/Estt./MGAHV/Tender/MS-2023/01
Date of Issue of Tender	03.03.2023 at 05:00 pm
Last Date of Submission of Tender	24.03.2023 at 03:00 pm
Address for Submission	Registrar Office, Administrative Building, Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha-442001 (Maharashtra)
Date, Time and Place of Opening of Tender (i.e. Technical Bid)	24.03.2023 at 4:30 pm Registrar Office, MGAHV, Wardha
Date and Time of Opening of Financial Bid	Only those Financial Bids will be opened who qualify in Technical Bid. The date to open the financial bids shall be fixed by the Competent Authority of the MGAHV and will be communicated to the qualified bidders through email and telephonically.
Estimated Cost	Approx. Rs.460 Lakh only per annum
Cost of Tender Form	Rs.2,500/- only
Contact details (For any clarification /query about Tender)	Upto 21.03.2023 by email : estt.mgahv@hindivishwa.ac.in by phone : 07152 - 255707 (only on working days i.e. Monday to Friday between 10:00 am to 05:00 pm)

Note :

All details regarding the tender are available on the University website www.hindivishwa.org and CPP portal <https://eprocure.gov.in/eprocure/app>

Any Addendum/Corrigendum in this regard will be displayed in the University website only. Bidders are therefore, requested to visit our website regularly to keep themselves updated.



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Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya

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NOTICE INVITING TENDER

(Tender No. : 006/Estt./MGAHV/Tender/MS-2023/01)

Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya (MGAHV) is a Central University established by an Act of Parliament of India. Section-3 of the Act mandates special and unique responsibility to the University to enrich Hindi language and literature by teaching and research and make it capable of becoming a World language in the real sense of the term. Since 1997 the University is functioning as a residential University solely dedicated to the cause of Hindi.

Besides, its main campus at Wardha (Maharashtra), MGAHV has Centres at Prayagraj (Uttar Pradesh), Kolkata (West Bengal) & Riddhapur, Amravati (Maharashtra).

The MGAHV is inviting sealed tenders in Two Bid system (Technical & Financial) for engagement of Outsourcing Agency having minimum 03 (three) years of experience for providing similar type of Manpower Services (skilled, semi-skilled, unskilled and other) at Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya at its main Campus Wardha (Maharashtra) and centres at Prayagraj (Uttar Pradesh), Kolkata (West Bengal) & Riddhapur, Amravati (Maharashtra).

The bidders may download the Tender documents/ forms from Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya website (www.hindivishwa.org) or CPP portal and submit the same alongwith Demand Draft of Rs.2,500/- (Rupees Two Thousand Five Hundred Only, Non-refundable) drawn in favour of Finance Officer, MGAHV, Wardha towards the cost of Tender. However, as per GoI guidelines the Bidders registered with MSEs/NSIC are exempted from cost of Tender Form subject to production of valid certificate for claiming exemption.

MGAHV will not be responsible for any postal delay/ non-receipt of Tender Form. Tender forms duly filled in, should reach in the office of the Registrar, Administrative Building, Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha-442001, Maharashtra on or before 24.03.2023 upto 3:00 pm. Tenders (i.e. Technical Bid) shall be opened at 4:30 pm on the same day, however, in case of holiday is declared by the Govt. of India or by the MGAHV on the day of opening of Tender, the same will be opened on the next working day. The MGAHV reserves the right to accept or reject any or all tenders. Tender received without Tender fee and received after stipulated date & time will not be accepted.

कादर वाज़
Registrar
03/03/23

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2. **General Instructions:**

- 1 The tender document contains twenty six (26) pages.
2. The rate of agency should be as per Annexure VIII.
3. TDS, as applicable on date, will be deducted by the MGAHV from the bill.
4. MGAHV reserves the absolute right to accept or reject any or all the tenders on whole or in part without assigning any reason thereof.
5. The agency should be registered with the concerned Central Government /State Government Authority etc.

6. **Scope of Work**

To provide a total 182 trained and experienced personnel (male and female) for various categories i.e. Assistant, LDC/Computer Operator /Technical Assistant, Driver, MTS and Others viz. Electrician, Generator Operator, Carpenter, Plumber, STO operator, Telephone Operator, Water supplier and Nurse etc. for MGAHV at its Wardha headquarters and centres at Prayagraj, Kolkata and Amravati.

Number of manpower stated above is tentative. The MGAHV reserves the right to increase/decrease the personnel depending upon the actual requirement either at the time of award of the contract or during the currency of the contract.

7. The Bidder must have successfully executed/completed similar services over the last three years.
8. The requirement of Manpower to be deployed/hired at MGAHV will be at sole discretion of the Registrar MGAHV.
9. Copies of challan towards deposit of EPF/ESIC/Professional Tax/GST etc. should be furnished to the MGAHV on monthly basis alongwith a declaration stating that the EPF/ESI contributions pertaining to the manpower supplied to MGAHV have been included in the respective challans.
10. Postal delay will not be considered and the Tender received late will be rejected.
11. **Validity of Tender:** Tender shall remain valid for a period not less than 120 days after the last date of submission of Tender.
12. **Evaluation of Tenders**
 - (i) All eligibility conditions have to be satisfied as on the date of submission of bid and not later.
 - (ii) Conditional Tender(s) will not be accepted.
 - (iii) University may seek such clarification /information /document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time, may entail rejection of the bid of such bidder.
 - (iv) The tenders will be evaluated by a duly constituted committee.

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1. MODE OF SUBMISSION OF TENDER:

1. The application alongwith all the required documents should be placed in a sealed envelope, which shall be superscribed **"TENDER FOR MANPOWER SERVICES."**
2. The TENDER document shall be delivered by hand or sent by post (Registered/Speed Post only) at the following address **on or before 24.03.2023 upto 3:00 p.m. TENDERS received after stipulated date and time will not be accepted.** By hand Tenders should be submitted in sealed Tender Box placed in Registrar office.
3. Bidder should submit separate envelope for Technical Bid which shall be superscribed as **"TENDER FOR MANPOWER SERVICES – TECHNICAL BID."**
4. Bidder should submit separate envelope for Financial Bid which shall be superscribed as **"TENDER FOR MANPOWER SERVICES FINANCIAL BID."**
5. Bidder should put both envelope in another separate envelope and shall be superscribed as **"TENDER FOR MANPOWER SERVICES."**
6. Only those Financial Bids will be opened who qualify in Technical Bid. The date to open the financial bids shall be fixed by the Competent Authority of the MGAHV and will be communicated to the qualified bidders through email and telephonically.
7. The Estimated cost per annum is approximately **Rs. 460.00 Lakh Only.**
8. Tenders shall be sent to:

**The Registrar
Mahatma Gandhi Antarrashtriya
Hindi Vishwavidyalya,
Gandhi Hills,
Wardha- 442001 (Maharashtra)**

13. **Earnest Money Deposit:** The bidder shall invariably enclose the E.M.D. of Rs.9,20,000/- (Rupees Nine Lakh and Twenty thousand Only) i.e. approx. 2% of the annual value of the Tender as Bid Security in a separate envelope in the form of Demand Draft /Bank Guarantee / FDR in favour of Finance Officer, MGAHV payable at Wardha from a Nationalized Bank.
- Note:** Tender(s) without E.M.D. will be outrightly rejected, except those registered with MSEs/NSIC subject to the production of copy of valid registration certificate issued by MSEs/NSIC for the purpose.
14. The financial bids of the bidder who are not eligible in technical bid will not be opened. However, the EMD of such bidders will be returned in due course of time.
15. The bids shall be submitted in two parts:
- a) EMD of Rs. 9,60,000/- (Rupees Nine Lakh and Sixty thousand Only) in the form of Demand Draft /Bank Guarantee / FDR in favour of Finance Officer, MGAHV payable at Wardha from a Nationalized Bank alongwith Tender fee of Rs 2,500/-.
 - b) Technical bid.
 - c) Financial bid.
16. **Award of Work:**
- The MGAHV will award the work to the bidder, whose tender has been determined to be substantially responsive, and who has offered the lowest rate in percentage terms.
- a) Notwithstanding the above, MGAHV reserves the right to accept or reject any tender(s) and to cancel the bidding process and reject all tenders at any time prior to the award of work.
 - b) The bidder whose bid is accepted will be notified for award of work, by MGAHV prior to expiration of the Tender validity period. The terms of the accepted offer shall be incorporated in the Work Order.
17. **Terms of Payment:**
- Payment to the person deployed as third party outsourced staff to MGAHV shall be made by the agency on the first working day of every month. Bill should be raised by the agency on monthly basis. The month should be counted from 21st to 20th of the next month. The payment by MGAHV will be made after due verification and with the approval from the Competent Authority. The agency should submit monthly attendance on 21st of each month duly countersigned by the concerned officer alongwith the monthly bill of the agency for payment to be made by MGAHV. For per working day delay in payment by the agency of salary of deployed persons, a penalty as decided by the Competent Authority shall be charged by MGAHV.
18. Bidders are requested to provide their offer on or before 24.03.2023.

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19. **DECLARATION:**

- a) Undertaking that no case is pending with the police against the Proprietor/Firm/Partner or the Company (Agency).
 - b) That no case is pending with the EPF, ESIC & other statutory authorities.
20. Any additional information, which is necessary in regard to its capabilities to establish that the Firm is capable in all respects to successfully complete the envisaged work.
21. Proof of work experience in the form of Work Completion Certificate (minimum experience should be of **03 (Three) years ending 31st March 2022** for providing of Manpower Services (skilled, semi-skilled, unskilled and other) in Central Govt./State Govt./University including Centrally funded Autonomous bodies and PSUs.
22. The Bidder should inspect the sight before filling in and submitting the Tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.

रजिस्ट्रार
Registrar
०३/०३/२०



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BID DOCUMENT

(Tender No. : 006/Estt./MGAHV/Tender/MS-2023/01)

Name of the Work: Engagement of Outsourcing Agency having minimum 03 years of experience for providing of Manpower Services (skilled, semi-skilled, unskilled and other) at Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya at its main Campus Wardha (Maharashtra) and centres at Prayagraj (Uttar Pradesh), Kolkata (West Bengal) & Riddhapur, Amravati (Maharashtra).

- 1.1 Sealed tenders are invited by the MGAHV upto 24.03.2023 till 03:00 pm from reputed registered agencies/firms/companies for Manpower Services as details given in the enquiry letter. The bidder must be a legally constituted proprietary firm/ partnership firm/ limited company or corporate body who possess the required licenses, registrations etc. as per GoI guidelines/ directories.
- 1.2 The bidders should quote their offer in clear terms without any ambiguity.
- 1.3 The rates should be quoted both in figures and in words and legibly written without any over-writings.
- 1.4 In case of any discrepancy between the offer in figures and that in words, the offer in words will be accepted as correct.
- 1.5 The last date for receipt of the bid (24.03.2023 upto 3:00 pm) is marked in the NIT. In case the above date is declared a holiday for MGAHV, then the bids will be received upto the given time on the next working day.
- 1.6 The bids must be sent by Registered post/Speed post/ By hand only so as to reach to the Registrar, MGAHV, Wardha on or before the last date of receipt.
- 1.7 Bids received after the due date and time shall not be taken into consideration.
- 1.8 The bids shall be submitted in two parts:
 - i) The tender form fee of Rs.2,500/- in the form of Demand Draft only and Earnest Money Deposit of Rs.9,20,000/- (Rupees Nine Lakh and Twenty thousand Only) in the form of Demand Draft /Bank Guarantee / FDR in favour of Finance Officer, MGAHV payable at Wardha from a Nationalized Bank.
 - ii) Technical bid
 - iii) Financial bid.

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2.0 Technical Bid

It should be supported by self-attested photocopies of:

- 2.1 Valid Registration certification of the Agency/Firm
- 2.2 Valid GST registration certificate
- 2.3 Valid PAN Card
- 2.4 Valid Registration with EPFO
- 2.5 Valid Registration for ESIC
- 2.6 Valid License under Contract Labour (Regulation and Abolition) Act, 1970.
- 2.7 Audited Balance Sheet for the Financial Years 2019-20, 2020-21 and 2021-22.
- 2.8 Income Tax Return for the Financial Years 2019-20, 2020-21 and 2021-22.
- 2.9 Proof of work experience in the form of Work Completion Certificate (minimum experience should be of **03 (Three) years for providing of similar type of Manpower Services in Central Govt./State Govt./ University / Centrally funded Autonomous Bodies and PSUs.**)
- 2.10 The Bidder must have successfully executed/completed similar type of services over the last three years as mentioned below:
 - a) Three similar type of services/work costing not less than the amount equal to 40% of the estimated cost (460 Lakh X 40% = 184 Lakh) or .
 - b) Two similar type of services/work costing not less than the amount equal to 50% of the estimated cost.
 - c) One similar type of service/work costing not less than the amount equal to 80% of the estimated cost.
- 2.11 List of major customer to whom similar type of service were provided.
- 2.12 Satisfactory performance certificate from past customer for each work completed in the last three years ending 31st March 2022.
- 2.13 Details of office/branch within 100 km. of Wardha
- 2.14 Bidder Letter Form (Annexure-II)
- 2.15 Bidder Information sheet (Annexure-III)
- 2.16 **NON BLACKLISTING CERTIFICATE** (Annexure-IV)
- 2.17 **DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES** (Annexure-V)
- 2.18 **TENDER CONDITIONS ACCEPTANCE CERTIFICATE** (Annexure-V1)
- 2.19 **SOLVENCY CERTIFICATE** (Annexure-VII)
- 2.20 **FINANCIAL/ PRICE BID** (Annexure-VIII)
- 2.21 Undertaking that no case is pending with the police against the Proprietor/Firm/Partner of the-Company (Agency).
- 2.22 Any additional information, which is necessary in regard to its capabilities to establish that the Firm is capable in all respects to successfully complete the envisaged work.
- 2.23 Company Employees strength : -----

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- 2.24 Proof of payment related to EPF, ESIC (Copies to be enclosed)
- a) EPF Challan for last 03 Months.
 - b) ESIC Challan for last 03 Months.
 - c) Number of persons employed for last 03 Months.
- 2.25 Copy of ISO Certificate, if any.
- 2.26 List of Directors, Consultant and top Executives (with name, address, phone number etc.) should be furnished with the tender. The attested copies of relevant documents (Aadhar, Voter I.D. etc.) should be submitted.

All the above documents arranged according to the mentioned order and must be serially numbered, failing which the Bid will not be considered.

3.0 Financial Bid:

The bidder shall submit the financial bid in the prescribed proforma (**Annexure-VIII**) of the bid document.

- 3.1 Agency should quote service charges in percentage on remuneration (including all statutory obligations) to be paid to the outsourced employees deployed for MGAHV.
- 3.2 The percentage of the agency service charges shall be above 1.00% and in fraction upto two decimals.
- 3.3 The financial bids shall be evaluated on the following criteria:
- i) Grand total shall be taken into account.
 - ii) In case total cost quoted by more than one firm is at par with L1 cost then L1 will be decided in chronological order as below:
 - a) The average highest turnover during financial year 2019-20, 2020-21 & 2021-22 and bidder will be L1. In case of more than one bidder having equal average highest turnover then, L1 will be decided as per below Clause (ii)(b).
 - b) The average highest turnover during financial year 2019-20, 2020-21 & 2021-22 and highest experience in the relevant field in Central Govt. / State Govt./ University.

The MGAHV will award the contract as per the decision of the Evaluation Committee to the tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, further that the tenderer is determined to be competent to perform the contract satisfactorily.

- 3.4 Agency service charges in percentage quoted by the bidder shall be fixed during the period of the contract.

The above bids must be signed & sealed by the bidder in separate cover duly superscribed (i) Tender fee and EMD, (ii) Technical bid and (iii) Financial bid respectively and all three signed sealed covers are to be put in a bigger cover which should also be signed & sealed and duly superscribed. "Bid for MANPOWER Services." **A bidder who submits more than one bid shall be disqualified.**

4. **Payment Condition:**

- 4.1 The remuneration should be paid first by the agency to the outsourcing employees deployed for the above said work after completion of 30 days or part thereof i.e. on the first working day of next month. MGAHV will pay all the statutory contributions/deductions towards ESIC, EPF, GST (if applicable) etc. apart from the remuneration as per the Central Govt. norms and after due verification of the bill raised by the agency.

The agency should submit monthly attendance duly countersigned by the Supervisor/MANPOWER Officer alongwith the monthly bill of the agency on 21st of every month for monthly payment to be made by MGAHV.

- 4.2 The amount as per government norms will be deducted from the monthly bill and remitted to the Government by MGAHV.
- 4.3 The Agency shall not pay to the persons engaged by him less than the minimum wages as prescribed under effective Central Minimum Wages Act. **Payment in cash is totally prohibited.**
- 4.4 MGAHV will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESIC or any other Statutory liability shall be made by the agency and challan/receipt must be enclosed with the monthly bill. The agency shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act. A certificate to this effect will have to be submitted by the agency in separate challan in respect of MANPOWER Services deployed by him. The certified copy of challan must be submitted next month alongwith the bill.
- 4.5 Before submission of the bill, the agency shall ensure that the payment of MANPOWER deployed by the agency have been made for the billed period. The agency must ensure the payment to staff by 1st working day of each month from his own resources through ECS and proof of credited amount be produced.
- 4.6 TDS and other taxes, as applicable, will be deducted from the agencies bill as per the Govt. instructions from time to time.
- 4.7 The GST as applicable will be reimbursed only after the submission of proof of payment of GST along with a certificate that the GST amount claimed from the MGAHV is included in the challan.
- 4.8 The increase in Central wages as per notification of Govt. of India which may be affected during the contract period, the increase resulting in due to notification will be applicable.

5. **General Conditions:**

- 5.1 Self undertaking to be provided regarding information submitted in the Bid is correct and if found false in future also, contract shall be terminated.
- 5.2 The bids shall be opened in MGAHV at Wardha campus on the date and time given in the NIT. The bidders themselves may attend the bid opening meeting or

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may send their authorized representative with authority letter, otherwise he/she will not be allowed to participate. In the event of the above bid opening date being declared holiday for MGAHV, the bids will be opened at the given time and place on the next working day.

- 5.3 Agency shall submit breakup of wages to be charged by the firm, including Statuary Liabilities, for Manpower services deployed.
- 5.4 Technical Bid will be opened, if Tender Fee/EMD envelope is as per Tender notice and only the eligible bidders shall be allowed to participate in the Financial Bid which may be opened on the date fixed by the Competent Authority of the MGAHV and will be communicated to the qualified bidders through email and telephonically. List of qualified and not qualified bidders will be displayed on the MGAHV website. Therefore, the bidders are advised to visit the MGAHV website regularly.
- 5.5 In case the bid being submitted by a firm it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, a tender be signed in the manner laid down in the said Company's Article of Association.
- 5.6 **An Index Page showing contents/ annexure and page no. should be annexed first followed by relevant documents with proper page numbering and signed by the owner of the firm or his/her authorized signatory as token of acceptance of terms and conditions. In case the tenders are signed by the authorized signatory, a copy of the power of attorney/ authorization may be enclosed alongwith tender.**
- 5.7 Any changes (Corrigendum/Addendum/Dedendum) with respect to this tender will be notified through MGAHV website:www.hindivishwa.org only.
- 5.8 The Vice-Chancellor, MGAHV, Wardha reserves the right to accept or reject any or all the tenders without assigning any reason.
- 5.9 The authorized signatory shall sign on all the pages of the bid with rubber stamp. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BID DOCUMENT.
- 5.10 All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid. In such cases, the tender shall be summarily rejected.
- 5.11 **Clarification of bidding documents:** A prospective agency/bidder requiring any clarification of the tender documents may contact Establishment & Administration Department in person or on phone no. 07152-255707 during working days (Monday to Friday) between 10:00 am to 5:00 pm.

No clarification from any agency shall be entertained after the close of date and time for seeking clarification mentioned in tender notice. It is further clarified that MGAHV shall not entertain any correspondence regarding delay or non-receipt of clarification from MGAHV.

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- 5.12 The MANPOWER is to be provided as per requirement of MGAHV and the number of persons required may vary from time to time. MGAHV reserves the right to increase or decrease the MANPOWER, if considered necessary. The requirement of MANPOWER Services to be deployed at MGAHV will be at sole discretion of the Vice-Chancellor, MGAHV, Wardha.
- 5.13 Discrepancies if any or disputes arising out on account of non-adherence to statutory & Labour Laws would be the responsibility of the Agency only and MGAHV will not be responsible for the same.
- 5.14 The Staff employed by the agency will always keep Identity Card of the third party outsourced agency with them for verification while working.
- 5.15 A formal declaration has to be submitted by the agency that the person deployed by the agency are employees of the agency. MGAHV shall not have any liability/responsibility to absorb the persons engaged by the agency and/or to extend any type of recommendation etc. for obtaining any job in MGAHV or elsewhere.
- 5.16 No personnel can be changed without prior consent from the MGAHV after deployment in the campus.
- 5.17 The persons deputed shall not be below the age of 18 (eighteen) years and not above the age of 60 (sixty) years and should be physically fit/ healthy for performing the assigned duties.
- 5.18 The normal office working hours would be normally 08 hours per day during working days including half an hour lunch break. However, the concerned person may have to work beyond office hours, in the exigencies of work. They may be called for attending the office on weekends/holidays/late sitting as per requirement. The personnel so deployed will be allowed to avail leave as per provisions of Factory Act,1948.
- 5.19 No accommodation will be provided by MGAHV, Wardha to the person deployed by the agency.
- 5.20 No accommodation will be provided by MGAHV, Wardha to the person deployed by the agency.
- 5.21 The personnel so deployed by the agency should be disciplined and will not participate in any activity prejudicial to the interest of MGAHV, Wardha / Govt. of India/State Govt. In case any of the personnel so deployed by the Agency does not come up to the mark in terms of general discipline or does not perform his/her duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Agency on the instruction of MGAHV, shall immediately withdraw such person(s) from the premises of the MGAHV.
- 5.22 In case, personnel of the agency implicated in any law/suit or is injured by any person or group of persons agitating mob etc. during the course of performing his/her duty/ their duties for MGAHV, it shall be the sole

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responsibility of the agency to defend its personnel in the Court of Law or to extend all medical and financial help etc. without charging any cost to MGAHV.

- 5.23 In case MGAHV is implicated in any law / suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the agency, all cost of defending such suit settlement of claims, penalty etc. shall be borne by the agency or recovered from the due amounts payable to the agency and or from the performance security with the MGAHV.
- 5.24 In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act, 1923 including all amendments thereof, MGAHV shall have full powers to retain out of any sums payable / becoming payable to the agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said Act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The decision of the Vice-Chancellor, MGAHV, Wardha shall be final in regard to all matters arising under this clause.
- 5.25 The Agency shall be solely responsible for compliance to the provisions of various Labour Laws such as wages, allowances, compensations, EPF/ESIC etc. The Agency shall also be responsible for the insurance of its personnel.
- 5.26 Necessary license, permit, consent, sanction etc. as may be required or called for from / by local or any other authority for doing such work shall be obtained by the agency. The Agency shall comply at its own cost with all applicable laws, rules and regulation in force from time to time whether of Central or State Govt. as applicable to him or this contract without any liability and responsibility to MGAHV whatsoever it may be.
- 5.27 The selected agency shall also be liable for depositing all Taxes, Levies, Cess etc., to the concerned tax authorities from time to time as per the rules and regulations on the matter.
- 5.28 The details regarding character and antecedence, police verification and medical fitness etc. of person deployed for MANPOWER Services by the agency shall be provided to MGAHV. The agency should ensure that his worker does not smoke or indulge in drinking alcohol or intoxicants or in gambling.
- 5.29 Any dispute arising out of or in any way connected with the agreement shall be deemed to have arisen in Wardha and only court in Wardha shall have jurisdiction to determine/decide the same.
- 5.30 The selected agency will have to sign the agreement document in two copies with the MGAHV within 15 days from the date of issue of work

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award letter by furnishing non-judicial stamp paper of Rs.100/- for signing of agreement, which should be notarized.

5.31 The period of contract will be for One year from the date of commencement of work with half yearly appraisal, extendable for two years on year to year basis on the existing Terms & Conditions subject to the satisfactory performance of work and mutually agreed upon.

5.32 **Termination:** The contract may be terminated by giving three months notice, in case the agency :

- (a) assigns or sub contracts any of the service,
- (b) violation/ contravention of any of the terms and condition mentioned herein,
- (c) Performance of services is not found satisfactory and does not improve the performance of the services inspite of instructions,
- (d) any violation of instructions/ agreement or suppression of fact,
- (e) Contractor being declared insolvent by the Court of Law.

If agency is willing to exit from this contract, a three months notice, in advance should be given by the agency. MGAHV shall not indemnify any loss caused by the agency by such terminations, whatsoever it may be.

During the notice period of the termination of the contract in the situation contemplated above, the agency shall keep on discharging his duties till the expiry of the notice period.

In the event of premature termination of the contract for the said reason, the security deposit money shall be forfeited by MGAHV.

5.33 **Performance Security/Security Deposit** : (a) On acceptance of the Tender, the successful bidder is required to deposit Performance Security/ Security Deposit amounting to Rs. 23,00,000/- (Rupees Twenty Three lakhs only) i.e. approx. 5% of the annual value of the Tender within 15 days of acceptance of offer. It may be furnished in the form of a Bank Guarantee/FDR from a Nationalized Bank. In case of any complaint, the Security Deposit shall be discharged only after adjusting all dues or liabilities whatsoever.

(b) The Security deposit will be refunded to the Contractor after two months of the expiry of the agreement only on the satisfactory performance of the Contractor/Agency and no liabilities from the agency or its employees. No interest shall be payable on the said amount of Security Deposit.

5.34 In case of any change of constitution of the Agency, the rights of MGAHV should not suffer.

5.35 The scope of work, terms & conditions of tender shall form the part and basis of the contract and decision of the MGAHV in reference to all matters of dispute shall be final and binding.

5.36 Agency shall submit break up of wages as per Rules to be charged by the Firm, including statutory liabilities for personnel deployed at MGAHV.

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- 5.37 The agency shall install Biometric System at its own cost for maintaining attendance of the personnel deployed. Biometric attendance should state Incoming and Outgoing time. The agency should submit monthly attendance duly countersigned by the concerned officer alongwith the monthly bill of the agency for payment to be made by MGAHV.
- 5.38 MGAHV shall be at liberty to check at any time the deployment of persons / work of the agency and discrepancies, if any noticed penalty shall be imposed on the agency, as decided by the competent authority.
- 5.39 The agency shall be liable for full fidelity of the personnel to be deployed and in case any pilferage/ damage / theft / shortage is caused to the property of the MGAHV due to the carelessness, the value as assessed shall be recovered from the payment due to the agency under the contract. If some amount is still found recoverable, the agency shall deposit the same within 15 days of receipt of notice from MGAHV.
- 5.40 The successful tenderer should provide the complete profile/biodata of all the personnel so deployed by them with the MGAHV with their proof of educational qualifications, date of birth, latest passport size photograph and proof of identity. This should be provided to the MGAHV for record within 5 (five) working days of the issue of the Work Order/ Contract.
- 5.41 At the end of the each financial year the service provider shall provide the statement pertaining to the EPF on receipt of those from the EPF organisation.
- 5.42 Break-up of monthly payment details to each category of outsourced staff alongwith biometric attendance duly countersigned by the concerned officer should be submitted on monthly basis.
- 5.43 Any violations of terms and conditions will lead to termination of the contract, forfeiture of the performance security and blacklisting of the agency for future works.
- 5.44 Agency shall maintain all records/registers as required to be maintained under various Labour Laws and other statutory laws in force from time to time and shall produce the same as and when asked for.
- 5.45 One (01) local representative of agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract, while working at the premises of MGAHV, Wardha, who shall work under the directives and guidance of MGAHV. This will, however, not diminish in any way, the Agency's responsibility' under contract to MGAHV. At the end of each month, monthly work performance will be reviewed and if work performance is found unsatisfactory, contract may be terminated.
- 5.46 **FORCE MAJEURE** Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to

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the exigency of one or more of the force majeure or events such as but not limited to Acts of God, war, flood earthquake, strike, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation.

If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

- 5.47 The decision of the Vice-Chancellor, MGAHV, Wardha in regard to interpretation of the terms and conditions and the agreement shall be final and binding to the agency.
- 5.48 The Vice-Chancellor, MGAHV, Wardha shall be the sole authority to decide and judge the quality of services rendered by the agency and all other matters and his decision shall be final and binding.
- 5.49 At the end of contract period /termination of the contract, the agency shall hand over the charge to the new service provider (appointed by MGAHV) without any hindrance.



महात्मा गांधी अंतरराष्ट्रीय हिंदी विश्वविद्यालय

Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya

(संसद द्वारा पारित अधिनियम 1997, क्रमांक 3 के अंतर्गत स्थापित केंद्रीय विश्वविद्यालय)

(A Central University Established by Parliament by Act No 3 of 1997)

Annexure: I

(Tender No. : 006/Estt./MGAHV/Tender/MS-2023/01)

Bidder Letter Form

Annexure -II

From:

(Registered Name and complete address of the bidder)

To,

The Registrar

Mahatma Gandhi Antarrasitriya Hindi Vishwavidyalya
Gandhi Hills, Wardha – 442001 (Maharashtra)

Sir,

Having examined the bidding documents and amendments thereon, for providing Manpower Services at MGAHV main campus Wardha and its Centres at Prayagraj, Kolkata & Riddhapur (Amravati), in response to your NIT No. _____ dated _____

1. I/we hereby offer to provide outsourcing services as per scope of work as listed in this tender hereto as you may specify in the acceptance of Tender at the price given in the Financial Bid and agree to hold this offer open for a period of 120 days from the date of opening of the tender.
2. I/we shall be bound by a communication of acceptance / rejection by MGAHV, Wardha.
3. I/we have understood the scope of work, Instructions to bidders and terms and conditions of contract in the form as enclosed with the invitation to the tender and have thoroughly examined and am/are fully aware of the nature of the services required and my/our offer is to provide MANPOWER Services strictly in accordance with the Tender.
4. **Certified that ours is:**
 - a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

OR

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- b) A partnership firm, and the person signing this bid document is a partner of the firm and has authority to refer to disputes concerning the business of the partnership by virtue of the partnership agreement /by virtue of general Power of Attorney,

OR

- c) A Company and the person signing the document is the constituted attorney/ Authorized Signatory.

(NOTE: Strike out whichever is not applicable. All corrections/deletions should invariably be attested by the person authorized to sign the bid document).

5. I/we do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
6. If bid is accepted, I/we undertake to:
- a) Provide services/execute the work according to the time schedule specified in the bid document,
 - b) Submit the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract.
 - c) Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
7. We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Yours faithfully,

Place : _____

(Signature)

Date : _____

Address:

Tel. (with STD code) :

Mobile :

E-mail:

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Bidder Information Sheet

Annexure: III

1	Name of the Firm/Agency	
2	Year of Establishment	
3	Registered Office Address	
4	Bio-data or profile containing name, educational qualifications, occupation and postal address of Proprietor / Partners / Directors / Managing Director / Chairman (Please use separate sheet if necessary)	
5	Nature of the firm (Proprietorship/ Partnership/ Private Ltd. or Cooperative body)	
6	License number under Contract Labour (R&A) Act.	
7	Registration Number of Firm/Agency	
8	GST Registration Number	
9	PAN Card	
10	Employees Provident Fund Account Number	
11	ESI Number	
12	Name & Designation of Authorized Person,	
	(a) Phone No.	
	(b) Fax No.	
	(c) Email-ID	
13	Branch office(s) within 100 km. of Wardha	
14	Any other trade/ business in addition to MANPOWER Services.	
15	Total experience (Years / Months) in MANPOWER Service Field.	
16	Have your Concern / Firm / Company ever changed its Name any time? If yes, provide the previous name and the reasons there for?	
17	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.	
18	Brief details of Litigations, if any, connected with MANPOWER Services work, Current or during the last three years, the opposite party and the disputed amount.	

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19	Specify whether there are any issues / disputes against your Agency / Firm / Company are pending before the Commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities, etc.,		
20	Give information, if any, regarding the proceeding for Bankruptcy, Insolvency or winding up in which the bidder is / was involved		
21	Details of Awards, if any received		
22	A certificate on Firm letterhead that service provider has not been defaulted in payment of EPF/ESI/ GST /Income tax etc.		
23	Affidavit stating that the Service Provider is / has not been blacklisted by Central Government Departments/State Government/ Statutory bodies/ Autonomous Bodies/PSUs /Private Sector at any point of time.		
24	Bank Details of the Agency:		
	Bank Name with Address		
	Bank Account Number		
	IFS Code		
25	Tender Document Fee (Non-refundable)	Amount Rs.	
		D.D. No.	
		Date	
		Issuing Bank & Branch	
26	Earnest Money Deposit	Amount Rs.	
		D.D./Bank Guarantee/FDR No.	
		Date	
		Issuing Bank & Branch	
27	Financial Turnover of the firm ONLY FROM Manpower Services for the 03 years (Annual Report and Audited Balance sheet, Profit & Loss Account for the last three financial years to be attached)		
	Financial Years	Annual Turnover (In Rs)	Amount/ Turnover for Manpower Supply/ Services
	2019-20		
	2020-21		
	2021-22		

28. **Details of office/branch in Maharashtra**

S.No	Full Address of Office	Contact person with phone No.	No of Employees

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29. Furnish the details of Institute/Organization/Agency/Firm has provided Manpower Services during last 3 years (Attach separate copy if needed)

Name of the Organization	Officer-in-Charge with Designation	Phone/Mobile No. and e-mail id

30. List of Government Departments/ PSU/ reputed Private Companies/ Statuary or Autonomous Bodies, Agency/ Firm has supplied Manpower Services during last 3 years. Attach copy of Work Completion Certificate in support of every claim. Please attach a certificate of satisfactory performance from the concerned Govt. Departments/ PSU/ Statuary bodies/ Autonomous Bodies/ Private Sector

Name of the organization	Category of Manpower	Duration of contract		Amount of contract	No. of staff deployed
		From	To		

Place:

Date:

**Signature of the Bidder
With Seal**

NON BLACKLISTING CERTIFICATE

[To be submitted on Company /Firm's letterhead]

I/we hereby certify that _____ [Name of the Company/Firm]
that has not been ever blacklisted/debarred by any Central/State Government Department
/Public Sector Undertaking/Autonomous Organization on any account.

I/we also certify that _____ [Name of the Company/Firm]
will provide outsourcing services as per the specification given by MGAHV time to time and
also abide all the terms and conditions stipulated in the bid document.

I/we hereby also certify that no case is pending against _____
[Name of the Company/Firm] with the EPF, ESIC and other statutory authorities.

I/we also certify that the information given in bid is true and correct in all aspects and in
any case at a later date if it is found that any details provided by me/us are false and incorrect,
contract given to the concern firm or participation may be summarily terminated at any stage,
the firm will be blacklisted and MGAHV may imposed any action as per the rules.

Yours faithfully,

Date:

Signature of authorized person

Place:

Name & Designation with office Seal

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

(To be executed by the bidder on Rs. 100/- Stamp paper & attested by Public Notary/Executive Magistrate)

We certify that during the last 3 years, we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public/private authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government (Central or State).
- b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.
- d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.
- f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors / Managers / Employees.

Date:

Signature of authorized person

Place:

Name & Designation with office Seal

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TENDER CONDITIONS ACCEPTANCE CERTIFICATE

(To be given on Company/ Firm's Letterhead)

1. I/we do hereby certify that I/we have read entire terms and conditions of the tender documents from Page no. 01 to 26 (including all documents) which form part of the contract agreement and I/we shall abide hereby the terms & conditions/ clauses contained therein.
2. The corrigendum(s), if any issued by MGAHV too has also been taken into consideration, while submitting this acceptance letter.
3. I/we hereby unconditionally accept the tender conditions of above mentioned Tender document(s) / Corrigendum(s) in its totality / entirely.
4. In case any provisions of this tender are found violated, MGAHV, Wardha shall be at liberty to reject this Tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.
5. That all the information submitted herein is true and no material has been concealed.
6. That the bidder undertakes to render MGAHV, Wardha free from all and any kind of liability and consequences resulting out of this present agreement.
7. That I am the authorized person to sign this tender form under a resolution on dated(*The same is attached herewith*).

Place:

Date :.....

Signature of authorized person:

Name:

Designation:

Seal:

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SOLVENCY CERTIFICATE

(On Bank's Letterhead)

Ref.No.:

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that to the best of our knowledge and information, M/s -----
------(Bidders name with complete address), a customer of our Bank, is respectable,
and is capable of executing orders to the extent of Rs. (Rupees
.....) as disclosed by the information and records which are available
with us.

M/s..... have been our customer sinceto date
and has been granted the following limits, at present, against various facilities granted
by the Bank,

This certificate is issued without any guarantee, risk or responsibility on behalf of the
Bank or any of its officials, this certificate is issued at the specific request of
the customer for the purpose of participating in MGAHV, Wardha Tender
No.006/Estt./MGAHV/Tender/MS-2023/01.

Signature of Authorized Person

Name:

Date:

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FINANCIAL/PRICE BID

(MANPOWER SERVICES)

(Should be kept in a separate sealed cover) - To be filled in blue ink

Name of the Agency	
Address	
Agency Service charges in percentage on remuneration (including all statutory obligations) to be paid to the outsourcing employee on monthly basis.	In Figure: -----% (In Words: _____)

Note : Please read clause 3.0 carefully before filling up the Financial Bid.