

विश्वेश्वरय्या राष्ट्रीय प्रौद्योगिकी संस्थान नागपूर – 440 010 (भारत)  
VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY, NAGPUR – 440 010 (India)

**INVITING TENDER FOR HIRING OF MANPOWER SUPPLY AGENCY  
AT VNIT NAGPUR**

**TENDER NO. : VNIT/ESTT/18-19/02**

DATE OF ISSUE OF TENDER : 10th September 2018 at 10.00 am.  
PRE BID MEETING : 20th September 2018 at 10.00 am  
LAST DATE OF SUBMISSION OF TENDER : 1st October 2018 at 3.00 pm.  
DATE OF OPENING OF TENDER : 1st October 2018 at 3.30 pm  
Venue of Pre Bid Meeting : Board Room, Main Admn Building VNIT.  
Period of Contract : Initial contract of 01 year extendable by 01  
years based on performance and mutual  
consent.



## **NOTICE INVITING TENDER**

**Advt.No.VNIT/ESTT/02, Tender No. VNIT/ESTT /18-19/02**

**SEALED TENDERS ARE INVITED IN TWO BID SYSTEM  
FOR HIRING OF MANPOWER SUPPLY AGENCY  
AT VNIT NAGPUR**

The bidders can collect the Tender documents / forms containing detailed specification, terms and conditions of Tender, by mentioning the Tender **NOTICE No. VNIT/ ESTT /18-19/02** from **10.09.2018 to 01.10.2018** in person or sending self addressed Envelope, invariably along-with Bank Draft of **Rs.2,000/- (Rs. Two Thousand Only, Non-refundable)** drawn in favor of Director, VNIT Nagpur, towards the cost of TENDER FORM.

VNIT Nagpur will not be responsible for postal delay/ non-receipt of Tender form/DD sent through the post. Tender forms duly filled in all respect in original prescribed format only, supplied by the VNIT Nagpur duly super-scribed, with name of Tender No. **VNIT/ESTT/ 18-19/02**, should reach in the office of the Stores Section , Visvesvaraya National Institute of Technology, South Ambazari Road, Nagpur, 400010, Maharashtra **on or before 01 .10.2018 upto 3.00 P.M.** . Tenders will be opened at **3.30 P.M. on the same day**. The Pre-Bid meeting will be held on 20th September 2018 at 10.00 am Board Room, Main Admn Building VNIT, Nagpur. The Director, VNIT Nagpur reserves the right to accept or reject any or all Tender offers. Tender received without Tender fee and received after stipulated date & time will not be accepted.

The bidder can visit our website: [www.vnit.ac.in](http://www.vnit.ac.in) ( Tender Tab) and download TENDER document and submit the same along with Bank Draft of Rs.2,000/- (Rs.Two Thousand Only, Non-refundable) drawn in favor of Director, VNIT Nagpur, towards the cost of Tender FORM.

For inquiries, Contact: **Establishment Section**, VNIT Nagpur. Tele: 0712- 2801367 during office hours.

**Registrar**

Seal

Signature of Bidder

## **MODE OF SUBMISSION OF TENDER:**

i) The application along with all the required documents shall be placed in a sealed envelope, which shall be superscribed “**TENDER FOR HIRING OF MANPOWER SUPPLY AGENCY FOR VNIT NAGPUR**”.

ii) The TENDER documents shall be hand delivered or sent by post/courier at the Following address **on or before 01.10.2018 upto 3.00 PM.TENDERS received after stipulated date and time will not be accepted.**

iii) Bidder should submit separate envelop for Technical Bid and shall be superscribed as "Technical Bid" for "**TENDER FOR HIRING OF MANPOWER SUPPLY AGENCY FOR VNIT NAGPUR**".

iv) Bidder should submit separate envelop for Financial Bid and shall be superscribed as "Financial Bid" for "**TENDER FOR HIRING OF MANPOWER SUPPLY AGENCY FOR VNIT NAGPUR**".

v) Bidder should put both envelop in another separate envelop and shall be superscribed as "**TENDER FOR HIRING OF MANPOWER SUPPLY AGENCY FOR VNIT NAGPUR**" and submit on or before stipulated date and time.

vi) Only those financial bids will opened of Tenderers who qualify in the Technical Bid.

vii) Manpower category like Office Associate, Technical Associate, Project Assistant, Electrician, Attendant, Placement Executive, Library Associate etc to be engaged which is approximately 41 No.s which may vary as per requirement of VNIT Nagpur. The Estimated cost per year is approximately **Rs.100.00 Lacs**

viii) Tender document submitted by Proprietor/firm/partner or the–Company (Agency) should have proper indexing along with page no. mentioned.(Technical Check List : Annexure I).

ix)Tenders shall be sent to :

**Deputy Registrar(Stores),  
VNIT Nagpur,  
First Floor, Old Library Building, Stores Section  
Visvesvaraya National Institute of Technology,  
South Ambazari Road, Nagpur, 440010, Maharashtra.**

This TENDER Notice is uploaded on the following website of VNIT Nagpur .

website –[www.vnit.ac.in](http://www.vnit.ac.in) (New Tender Tab)

## **General Instructions:**

1. The tender document contains twenty eight (28) pages.
2. The rate of agency services charges should in percentage terms, on remuneration (inclusive of all statutory obligations) to be paid to the outsourcing employees on monthly basis.
3. TDS, as applicable on date, will be deducted from the bill.
4. VNIT Nagpur 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. The requirement of manpower to be deployed/hired at VNIT Nagpur will be at sole discretion of the Director VNIT Nagpur. The method of selection of manpower to be deployed at VNIT Nagpur along with their qualification and experience will be decided by Director VNIT Nagpur. Manpower category like Office Associate, Technical Associate, Project Assistant, Electrician, Attendant, Placement Executive, Library Associate etc to be engaged which is approximately 41Nos may vary as per requirement of VNIT Nagpur. The Estimated cost per year is approximately **Rs.100.00 Lacs.**
7. **Terms of Payment:** Payment to the manpower deployed as third party outsourced staff to VNIT shall be made **before fourth working day** of every following month and subsequently bill should be raised by the agency on monthly basis. The payment by VNIT Nagpur will be made after due verification of the same and with the approval from concerned officer. The agency should submit monthly attendance duly countersigned by concerned officer along with the monthly bill of the agency for payment to be made by VNIT Nagpur. For per working day delay in payment of salary of deployed persons, a penalty of Rs 1000/- per person will be charged by VNIT Nagpur.
8. **The new service provider shall ensure that he takes over all responsibilities of the person deployed by earlier agency for smooth transfer. All statutory requirements like continuation of EPF,ESI etc including issuing appointment letters to these deployed persons should be ensured by the new agency.**
9. Copies of payment of PF/ESI/Professional Tax and Statutory dues should be furnished to the VNIT Nagpur on a monthly basis along with a declaration stating that the PF contribution/ESI deduction pertaining to the man power supplied to VNIT Nagpur have been included in the respective challans.
10. Postal or courier 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 deadline date specified for submission.

### **12 Evaluation of Tenders**

The VNIT Nagpur will evaluate and compare the tender(s) determined to be substantially responsive i.e. which

- (a) Are properly signed, properly indexed along with page no.; and
- (b) Confirm to the terms and conditions, and specifications.

**Conditional Tender(s) will not be accepted.**

### 13. Earnest Money Deposit:

The bidder shall invariably enclose the E.M.D. of Rs. 2,00,000/- ( Rs Two Lacs Only) for tender, in a separate envelope, only in the form of Demand Draft drawn in favour of Director , VNIT Nagpur , payable at Nagpur. In case of successful bidder the EMD will be converted into Security Deposit. In addition to this, successful bidder shall be required to deposit an amount of Rs 8 Lakh (Total Security Deposit will be Rs 10 Lakh) which shall be refunded after expiry of contract, without any interest.

Note: Tender(s) without E.M.D. will be outrightly rejected.

14. The financial bids of the bidder who are not eligible in technical bid will not be opened. However, the EMD of such bidder will be returned in due course of time.

15. The bids shall be submitted in three parts,

- viz. i) EMD of Rs. 2,00,000/- in the form of Account payee Demand Draft in favour of "Director, VNIT Nagpur" payable at Nagpur along with Tender fee of Rs 2000/- .  
ii) Technical bid and iii) Financial bid.

### **BID SYSTEM AND INSTRUCTIONS FOR SUBMISSION OF BIDS**

“Two Bid” Systems will be followed for this tender. Two sealed envelopes, namely. “Technical / Qualifying Bid” and “Financial Bid” are to be put in one sealed envelope superscribed with **“TENDER FOR HIRING OF MANPOWER SUPPLY AGENCY FOR VNIT NAGPUR”**.

#### **The Contents of “Technical Bid”**

The technical bid should be placed in a sealed cover. This envelope should be superscribed

“Technical Bid” for **“TENDER FOR HIRING OF MANPOWER SUPPLY AGENCY FOR VNIT NAGPUR”**.

The envelope containing the Technical Bid should also contain the EMD in the form of Demand Draft (DD) drawn in favour of Director VNIT Nagpur. Technical Bid should have proper indexing along with page no. mentioned. **Technical bid** should contain papers as per Technical Bid Check list (Annexure-I).

1. The technical bid will include all technical and associated supporting documents, indicating the compliance of technical specifications as per the tender.
2. It is essential to fill complete forms as per prescribed format only to qualify the technical bid. Incomplete forms shall be summarily rejected. If needed separate sheet should be enclosed for furnishing complete details. Any other format will lead to disqualification.

#### **The Contents of “Financial Bid”**

1. Rate in percentage should be indicated in the prescribed format in the financial Bid only.
2. Each cover should also indicate clearly the name and address of the bidder and tender no.

### 16. Award of Work

The VNIT Nagpur 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.

(Signature and Seal of the company)

- 16.1 Notwithstanding the above, VNIT Nagpur 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.
  - 16.2 The bidder whose bid is accepted will be notified of the award of work, by VNIT Nagpur prior to expiration of the Tender validity period. The terms of the accepted offer shall be incorporated in the work order.
17. Bidders are requested to provide their offer latest by (Please refer advertisement) **3.00 P.M. on or before 01.10.2018.**

**DECLARATION -**

- 1) Undertaking (Self Certification) that no case is pending with the police/court against the Proprietor/firm/partner or the-Company (Agency).
- 2) Any additional information, which Firm thinks is necessary in regard to its capabilities to establish that Firm is capable in all respects to successfully complete the envisaged work.
- 3) Proof of work experience in the form of work completion certificate (minimum experience should be of **02 (Two) years**)for providing of Manpower in **Central Govt. including centrally funded autonomous bodies and CPSU's .**

**Financial bid** should contain filled up **Annexure IX** of the enquiry indicating the taxes, if any, for the items stated therein. The bids must be signed & sealed by the bidder in separate cover duly super-scribed EMD, Technical bid and 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 hiring of manpower supply agency at VNIT Nagpur vide **Advt.No.VNIT/ESTT/02, Tender No. VNIT/ESTT/18-19/02.** A bidder who submits more than one bid shall be disqualified.

**Registrar**



## BID DOCUMENT

Advt.No.VNIT/ESTT/02, Tender No. VNIT/18-19/02

**Name of the work: - HIRING OF MANPOWER SUPPLY AGENCY FOR VNIT Nagpur.**

### 1. Instructions to the bidders

- 1.1 Sealed tenders are invited by the undersigned upto 1st October 2018 till 3.00 PM from registered agencies/firms/companies for Hiring of Manpower supply agency for VNIT Nagpur as detailed in the enquiry letter. The bidder must be a legally constituted proprietary firm/ partnership firm/ limited company or corporate body who possess the required licences, registrations etc., as per law, the validity of which shall be at least for 120 days from the date of the opening of tender.
- 1.2 The bidders should quote their offer in clear terms without ambiguity.
- 1.3 The rates should be quoted both in figures and words and legibly written without any over-writings. In case of any correction, the same must be attested by the bidder with full signature, however, no over-writing is permissible.
- 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 (1st October 2018 till 3.00 PM) is marked in the enquiry. In case the above date is declared a holiday for VNIT Nagpur, then the bids will be received up to the given time on the next working day.
- 1.6 The bids may be sent by registered post/speed post/courier service/by hand so as to reach the Deputy Registrar(Stores), VNIT Nagpur on or before the last date of receipt.
- 1.7 Bids received after the deadline of receipt indicated in para 1.5 above, shall not be taken in to consideration.
- 1.8 The bids shall be submitted in three parts, viz. i) The tender form fee of Rs 2000/- (non-refundable) by separate DD along with an EMD of Rs 2,00,000/- in the form of Demand Draft in favour of Director VNIT Nagpur payable at Nagpur ii) Technical bid and iii) Financial bid.

**Technical bid** should contain papers regarding

**Part-1: Technical bid:** It should contain the following self- attested photocopies.

- Technical Bid Check list** **(Annexure-I)**
- 1) Valid Registration certification of the Agency/Firm
  - 2) Valid GST registration certificate
  - 3) Valid PAN card
  - 4) Valid Registration with EPF
  - 5) Valid Registration for ESI
  - 6) Valid License and Number under Contract Labour (Regulation and Abolition) Act, 1970.
  - 7) Balance Sheet for the Financial Year, 2014-15 , 2015 -16 and 2016-17 and average annual turnover of the firm should be Rs 10 crores per annum in the Financial Year 2014-15 , 2015 -16 and 2016-17.
  - 8) Income Tax Return for the Year 2014-15 , 2015 -16 and 2016-17 .
  - 9) Proof of work experience in the form of work completion certificate (minimum experience should be of **02 (Two) years** for providing of Manpower in **Central Govt.including centrally funded autonomous bodies and CPSU's.**
  - 10) List of major customer to whom similar service was executed
  - 11) Satisfactory performance certificate from past customer for each work completed in the last two years.
  - 12) Details of office/branch in Nagpur ( with Proof)
  - 13) Bidder letter Form **(Annexure-II)**
  - 14) Bidder Information sheet **(Annexure-III)**
  - 15) **NON BLACKLISTING CERTIFICATE** **(Annexure-IV)**
  - 16) **PRICE REASONABILITY CERTIFICATE** **(Annexure-V)**
  - 17) **DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES** **(Annexure-VI)**
  - 18) **TENDER CONDITIONS ACCEPTANCE CERTIFICATE** **(Annexure-VII)**
  - 19) **SOLVENCY CERTIFICATE of Rs. 10 Lakh** **(Annexure-VIII)**
  - 20) Undertaking (Self Certification)that no case is pending with the police against the Proprietor/firm/partner or the-Company (Agency).
  - 21) Any additional information, which Firm thinks is necessary in regard to its capabilities to establish that Firm is capable in all respects to successfully complete the envisaged work.
  - 22) Company Employees strength \_\_\_\_\_
  - 23) Proof of payment related to PF, ESIC ( Copies to be enclosed)
    - a) PF Paid Challan for at least last 12 Months
    - b) ESIC Paid Challan for at least last 12 Months
    - c) No of persons employed for last 12 Months

All the above documents arranged according to the mentioned order and must be serially numbered by ink at bottom right corner



**Part-2 Financial bid:** The bidder shall prepare the financial bid as prescribed proforma (**Annexure-IX**) of the bid document.

- 1) Agency should quote service charges in percentage on remuneration (including all statutory obligations) to be paid to the outsourced employees deployed for VNIT Nagpur.
- 2) Payment to the manpower deployed as third party outsourced staff to VNIT shall be made **before fourth working day** of every following month and subsequently bill should be raised by the agency on monthly basis. The payment by VNIT Nagpur will be made after due verification of the same and with the approval from concerned officer. The agency should submit monthly attendance duly countersigned by concerned officer along with the monthly bill of the agency for payment to be made by VNIT Nagpur. For per working day delay in payment of salary deployed person ,a penalty of Rs 1000/- per person will be charged by VNIT Nagpur.  
VNIT Nagpur will pay all the statutory contributions/deductions towards applicable ESI, EPF and GST(if applicable) etc apart from the remuneration as per the Central Govt government norms and after due verification of the bill raised by the agency.  
The agency should submit monthly attendance duly countersigned by concerned officer along with the monthly bill of the agency for monthly payment to be made by VNIT Nagpur.
- 3) **The percentage of the agency service charges shall be above 1.00% and in fraction upto two decimals. In case of tie for services charges, the agency having higher average turnover for last three years will be given preference. The agency quoting service charges less than equal to 1.00% will be disqualified.**
- 4) The amount as per government norms will be deducted from the monthly bill and remitted to government by VNIT Nagpur.
- 5) Agency service charges quoted by the bidder shall be fixed during the period of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

Financial bid should contain filled up Annexure IX of the enquiry indicating the taxes, if any, for the items stated therein.

The above bids must be signed & sealed by the bidder in separate cover duly super-scribed EMD, Technical bid and 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 super-scribed. 'Bid for hiring of manpower supply agency at VNIT Nagpur vide Advt.No.VNIT /ESTT/02, Tender No.VNIT/18-19/02. A bidder who submits more than one bid shall be disqualified.

- 6) Self undertaking to be provided regarding information submitted in the Bid is correct and if found false in future, contract may be terminated.
- 7) The cover containing the bid must be signed sealed and super-scribed "**TENDER FOR HIRING OF MANPOWER SUPPLY AGENCY" FOR VNIT NAGPUR** vide Advt.No. VNIT/ESTT/02, Tender Nos. VNIT/ESTT/18-19/02.
- 8) The bids shall be opened in VNIT Nagpur campus on the date and time given in the enquiry letter. The bidders themselves may attend the bid opening meeting or may send their authorized representative with authorization letter, otherwise he will not be allowed to participate. In the event of the above bid opening date being declared holiday for VNIT Nagpur, the bid will be opened at the given time and place on the next working day.
- 9) Technical Bid will be opened if Tender Fee/EMD envelope are as per notice. Such Technical Bid opened and which are found eligible by the committee shall participate in the

Financial Bid which may be opened on the date fixed by committee.

- 10) 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 authorising 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 the Association. The signatures on the tender will be deemed to be authorised signatures.
- 11) Technical check list (Annexure - I ) should be annexed first followed by relevant documents with proper page numbering and signed by the owner of the firm or his/her authorised signatory as token of acceptance of terms and conditions. In case the tenders are signed by the authorised signatory, a copy of the power of attorney/ authorisation may be enclosed along with tender.
- 12) Any changes w.r.t to this tender will be notified through website [www.vnit.ac.in](http://www.vnit.ac.in)
- 13) VNIT Nagpur reserves the right to accept or reject any or all the tenders without assigning any reason.
- 14) The bidder has to sign in full at all pages of the bidding document.
- 15) All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. The authorized signatory in ink shall sign all the pages of the bid with rubber stamp of the Service Provider .NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BID DOCUMENT.
- 16) Clarification of bidding documents: A prospective agency requiring any clarification of the tender documents may contact VNIT Nagpur, in Establishment Section in person or on Phone No. 0712-2801367 during office hours.
- 17) **Pre-Bid meeting will be held on 20th September 2018 at 10.00 am Board Room, Main Admn Building VNIT Nagpur.** No queries from any agency shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that VNIT Nagpur shall not entertain any correspondence regarding delay or non-receipt of clarification from VNIT Nagpur.

## **2. Terms & Conditions of the bid**

- 2.1 Manpower category like Office Associate, Technical Associate, Project Assistant, Electrician, Attendant, Placement Executive, Library Associate etc to be engaged which is approximately 41 No.s which may vary as per requirement of VNIT Nagpur. The Estimated cost per year is approximately **Rs.100.00 Lacs.** The manpower is to be provided as per requirement of VNIT Nagpur and the number of persons required may vary from time to

(Signature and Seal of the company)

time. VNIT Nagpur reserves the right to reduce or increase the manpower, if considered necessary. In either case the contract amount payable to the agency shall stand notified under the Contract on pro-rata basis. The requirement of manpower to be deployed/hired at VNIT Nagpur will be at sole discretion of the Director VNIT Nagpur. The method of selection of manpower to be deployed at VNIT Nagpur along with their qualification and experience will be decided by Director VNIT Nagpur

- 2.2 Any discrepancies or disputes arising out on account of non-adherence to statutory & Labour laws would be the responsibility of the manpower agency & VNIT Nagpur will not be responsible for the same.
- 2.3 The Agency shall not pay to the persons engaged by him less than the minimum wages as prescribed under effective Central Minimum Wages Act.
- 2.4 VNIT Nagpur will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act 1948 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 and Labour and Services Laws. A certificate to this effect will have to be submitted by the agency in separate challan in respect of manpower employed by him. The certified copy of challan must be submitted next month along with the bill.
- 2.5 Payment to the manpower deployed as third party outsourced staff to VNIT shall be made **before fourth working day** of every following month and subsequently bill should be raised by the agency on monthly basis. The payment by VNIT Nagpur will be made after due verification of the same and with the approval from concerned officer. The agency should submit monthly attendance duly countersigned by concerned officer along with the monthly bill of the agency for payment to be made by VNIT Nagpur. For per working day delay in payment of salary deployed person , a penalty of Rs 1000/- per person will be charged by VNIT Nagpur.
- TDS and other taxes as applicable will be deducted from the agencies bill as per Govt. instructions from time to time. The GST (if applicable) will be reimbursed only after the submission of proof of payment of GST . Moreover the GST challan should match the claim preferred against the institute.
- 2.6 The agency shall provide proof for having deposited the statutory deductions towards EPF and ESI including Employer's contribution towards them should be provided along with the bill to be submitted for the succeeding month.
- 2.7 The staff employed by the agency will always keep Identity Card of the third party outsourced agency with them for verification while working.
- 2.8 A formal declaration has to be submitted by the agency that the personnel deployed by the agency are all employees of the agency. VNIT Nagpur 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 VNIT Nagpur or elsewhere.
- 2.9 The details of the persons deployed by the agency with bio data, attested proof of identity, the latest photographs of all the persons shall be supplied to VNIT Nagpur for the record.
- 2.10 No personnel can be changed without prior permission from the Institute after deployment in the campus. VNIT Nagpur shall have the right to replace or stop any person without assigning

any reason whatsoever .

- 2.11 The Agency shall be solely responsible for compliance to the provisions of various Labour laws, such as, wages, allowances, compensations, EPF etc The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications.
- 2.12 Necessary licence, 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 VNIT Nagpur, whatsoever it may be.
- 2.13 The selected agency shall also be liable for depositing all Taxes, Levies, Cess etc., & Income Tax to concerned tax authorities from time to time as per the rules and regulations on the matter.
- 2.14 The details regarding character, antecedence, police and medical of deployed manpower supplied by agency to VNIT Nagpur shall be verified by the agency on its own and agency should ensure that these persons do not have any Police Records/Criminal cases against them. The agency should ensure that his worker does not smoke, not indulge in drinking alcohol or intoxicants or in gambling.
- 2.15 Any dispute arising out of or in any way connected with the agreement shall be deemed to have arisen in Nagpur and only courts in Nagpur shall have jurisdiction to determine/decide the same.
- 2.16 List of Directors, consultant and top executives (with name, address, phone number etc.) should be furnished with the tender.
- 2.17 The selected agency will have to sign the agreement document in two copies with the Institute within 15 days from the issue of the letter by furnishing non-judicial stamp paper of Rs.100 for signing of agreement.
- 2.18 The period of contract will be for Two years from the date of commencement of services/work with half yearly appraisal. In exceptional circumstances may be extended for a limited period by the Director VNIT with same terms and conditions.
- 2.19 **Termination** – The contract may be terminated by giving Three month’s 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 .  
(d) any violation of instruction / agreement or suppression of fact  
(e) Contractor being declared insolvent by competent court of law.

If agency is willing to exit this contract, a three month’s notice, in advance should be produced by the agency. VNIT Nagpur 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 closure of the contract for the said reason, the security deposit money shall be absolutely forfeited by VNIT Nagpur.

- 2.20 On acceptance of the tender, the EMD amount of Rs.2,00,000/- shall be converted as "Security deposit" . In addition to this successful bidder shall be required to deposit an amount of Rs 8 Lakhs (Total security deposit will be Rs 10 Lakhs) which shall be refunded after expiry of contract without any interest.
- 2.21 In case of any change of constitution of the Agency, the rights of VNIT Nagpur should not suffer.
- 2.22 The scope of work & rate schedule of contract and conditions of tender shall form the part and basis of the contract and decision of the Institute in reference to all matters of dispute shall be final and binding.
- 2.23 Number of personnel to be deployed at the Institute may increase or decrease as per the requirement. The exact number of personnel required on a particular department/section of the institute will be communicated by the institute and the payment will be made accordingly.
- 2.24 The increment in Central wages as per notification of Govt. of India for Hiring of Manpower supply agency which may be affected during the contract period of two year, the increment/change resulting due to notification will be applicable i.e. enhanced rate will be charged to VNIT Nagpur.
- 2.25 Agency shall share break up of cost to company of the manpower deployed at VNIT Nagpur.
- 2.26 **The agency shall install Biometric System at its own cost for maintaining attendance of the personnel deployed at VNIT Nagpur.(Biometric attendance should state Incoming time and Outgoing time) The agency should submit monthly attendance duly countersigned by concerned officer along with the monthly bill of the agency for monthly payment to be made by VNIT Nagpur.**
- 2.27 VNIT Nagpur shall be at liberty to check any time the deployment of persons / work by the agency and in case of any default shall deduct the wages of absentee personnel from monthly payment due to the agency and impose penalty to agency as decided by the competent authority.
- 2.28 The agency shall be liable for full fidelity of the personnel to be provided and in case any pilferage/ damage / theft / shortage is caused to the property of the Institute due to the carelessness of the persons deployed by the agency, 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 from service of notice by VNIT Nagpur.
- 2.29 Work experience along with work /job orders of the Service Provider/Agency for providing manpower along with work completion certificate during the last two years may be furnished.
- 2.30 Break-up of monthly payment details to each category of outsourced staff along with biometric attendance duly countersigned by concerned officer should be submitted for every month to the Office of Establishment Section of the Institute.
- 2.31 Any violations of these terms and conditions will lead to termination of the job contract with the Service Provider/Agency, forfeiture of the security amount and blacklisting of the agency

(Signature and Seal of the company)

for future works.

- 2.32 Agency shall maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time.
- 2.33 The persons deputed shall not be below the age of 18 years and should be physically fit, healthy for performing manual and assigned duties.
- 2.34 The man-power employed by the Agency should work as per the working days and timings of institute. The normal office working hours shall be from 09.30 am to 6.00 pm. They may be called for attending the office on weekends/holidays/late sitting as per requirement. The personnel will be allowed to avail four day leave per half year(on proportionate basis) other than national holidays.
- 2.35 The Provider shall be solely and exclusively liable to discharge all statutory and other liabilities under various Laws and Acts as applicable and amended from time to time in respect of the manpower provided to the institute. The Institute shall have no liability, whatsoever, with respect to the aforesaid.
- 2.36 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 VNIT Nagpur, they shall work under the directives and guidance of VNIT Nagpur. This will, however, not diminish in any way, the Agency's responsibility under contract to VNIT Nagpur. At the end of each month, monthly work performance will be reviewed and if work performance is found unsatisfactory, contract may be terminated.
- 2.37 The agency will not change the personnel once deployed by it in the Institute without prior permission of the institute.
- 2.38 The person deployed by the agency should be disciplined and will not participate in any activity prejudicial to the interest of VNIT Nagpur / Govt. of India/ any state/ or any Union Territory. In case any of the person so deployed by the Agency does not come up to the mark in terms of general discipline or does not perform her / his duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Agency on the order of institute, shall immediately withdraw such person(s) from the premises of the institute.
- 2.39 In case in 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 duty/ their duties for VNIT Nagpur it shall be the sole 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 VNIT Nagpur.
- 2.40 In case VNIT Nagpur 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 security deposit held by VNIT Nagpur.
- 2.41 In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act of 1923 including all amendments thereof, VNIT Nagpur 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 opinion of the Director of VNIT Nagpur shall be final in regard to all matters arising under

this clause.

- 2.42 The decision of the Director of VNIT Nagpur in regard to interpretation of the terms and conditions and the agreement shall be final and binding to the agency.
- 2.43 The Director of VNIT Nagpur shall be the sole authority to decide and judge the quality of service rendered by the agency and all other matters and his decision shall be final and binding.
- 2.44 At the end of contract period / termination of the contract, the agency shall hand over the charge to the new service provider (appointed by VNIT Nagpur) without any hindrance.
- 2.45 **The new service provider shall ensure that he takes over all responsibilities of the person deployed by earlier agency for smooth transfer related to all statutory requirements like EPF,ESI etc including issuing appointment letters to these deployed persons.** In case of non-compliance, the security deposit shall be forfeited.
- 2.46 No accommodation will be provided by VNIT Nagpur for the personnel employed by the agency.
- 2.47 The bidder shall enclose all necessary and supporting technical documents and details required for technical bid and financial bid .The bidder shall submit any evidence or document as requested by VNIT Nagpur. If failing the same , in such cases, the tender shall be summarily rejected.
- 2.48 The Director VNIT Nagpur reserves the right to accept or reject any or all tender offer.

\*\*\*\*\*



Advt.No.VNIT/ESTT/02, Tender No. VNIT/18-19/02

**Annexure: I**

**Technical Check List**

S.No	List of Document	Page Number(From -To)	
1	Valid Registration certification of the Agency/Firm		
2	Valid GST registration certificate		
3	Valid PAN card		
4	Valid Registration with EPF		
5	Valid Registration for ESI		
6	Valid License and Number under Contract Labour (Regulation and Abolition) Act, 1970.		
7	<b>Balance Sheet</b> for the Financial Year 2014-15, 2015 -16 and 2016-17 and last 3 years average turnover should be <b>Rs 10 crores.</b>	2014-15	
		2015-16	
		2016-17	
		Average	
8	<b>Income Tax Return</b> for the Year 2014-15 , 2015 -16 and 2016-17	2014-15	
		2015-16	
		2016-17	
9	Proof of work experience in the form of work completion certificate (minimum experience should be of <b>02 (Two) years</b> for providing of Manpower in <b><u>Central Govt.including centrally funded autonomous bodies and CPSU's</u></b>		
10	List of major customer to whom similar service was executed		
11	Satisfactory performance certificate from past customer for each work completed in the last two years.		
12	Details of office/branch in Nagpur ( with Proof)		
13	Bidder letter Form		
14	Bidder Information sheet		
15	<b>NON BLACKLISTING CERTIFICATE</b>		
16	<b>PRICE REASONABILITY CERTIFICATE</b>		
17	<b>DECLARATION(Self Certification) ABOUT FRAUD AND CORRUPT PRACTICES</b>		
18	<b>TENDER CONDITIONS ACCEPTANCE CERTIFICATE</b>		
19	<b>SOLVENCY CERTIFICATE of Rs. 10 Lakh</b>		



20	Undertaking (Self Certification) that no case is pending with the police against the Proprietor/firm/partner or the-Company (Agency).	
21	Any additional information, which Firm thinks is necessary in regard to its capabilities to establish that Firm is capable in all respects to successfully complete the envisaged work	
22	Company Employees strength _____	
23	Proof of payment related to PF, ESIC	
	a) PF Paid Challan for at least last 12 Months	
	b) ESIC Paid Challan for at least last 12 Months	
	c) No of persons employed for last 12 Months	
24	Any other document	

**Bidder Letter Form**

From:  
(Registered name and address of the bidder)

To  
The Director  
VNIT Nagpur  
Nagpur

Sir,

Having examined the bidding documents and amendments there on, for providing Outsourcing of Manpower Services at VNIT Nagpur , in response to your tender call dated .....

1. I/We hereby offer to provide outsourcing service as listed in the schedule to this tender hereto as you may specify in the acceptance of Tender at the price given in the said Schedule 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 VNIT Nagpur.
3. I/We have understood the scope of work, Instruction to bidders and terms and conditions of contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the service required and my/our offer is to provide outsourcing service strictly in accordance with the specifications and requirements.
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)
  - b) A partnership firm, and the person signing this bid document is a partner of the firm and has authority to refer to arbitration 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 whatever 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) Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
  - 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.

(Signature and Seal of the company)

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,

(Signature)

Dated this day of \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

FAX \_\_\_\_\_

E-mail \_\_\_\_\_

## Bidder Information Sheet

1	Name of the Organization:	
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 and Managing Director (Please use separate sheet if found necessary)	
5	Nature of the firm (Proprietorship/ Partnership/ Private Limited or Cooperative body etc)	
6	License number under Contract Labour (R&A) Act.	
7	Registration No of Firm	
8	GST Registration No.	
9	PAN No.	
10	Provident Fund Account No.	
11	ESI Number	
12	Name & Designation of Authorized person:	
13	Phone No.	
14	Fax No	
15	Email-ID	
16	Branch offices in Nagpur address	
17	Any other trade / business in addition to Outsourcing Services	
18	Total experience (Years / Months) in Outsourcing Services Field	
19	Have your Concern / Firm / Company ever changed its name any time? If yes, provide the previous name and the reasons there for?	
20	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.	
21	Brief details of Litigations, if any, connected with Outsourcing Services work, Current or during the last three years, the opposite party and the disputed amount.	
22	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.,	
23	Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved	
24	Details of Awards, if any received or Reviews in the Media, if any	
25	A certificate on firm letterhead that service provider has	

(Signature and Seal of the company)

	not been defaulted in payment of EPF/ESI/ GST /Income tax and all statutory dues etc.	
26	Affidavit stating that the Service Provider is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector at any point of time.	
27	<b>Bank Details of the Agency:</b>	
	Bank Name Bank Address	
	Bank Account Number	
	IFSC Code	

28.	Bid Document Fee (Non-refundable)	Amount Rs. :	
		DD No.	
		DD Date :	
		Issuing Bank & Branch	
29.	EMD	Amount Rs. :	
		DD No.	
		DD Date	
		Issuing Bank & Branch	
30	Financial turnover of the firm ONLY FROM MANPOWER SUPPLY SERVICES for the 3 years (Annual Report and Audited Balance sheet & Profit Loss Account for the last three financial years to be attached)		
	<b>Financial Years</b>	<b>Annual Turnover (In Rs)</b>	<b>Net Profit</b>
	2014-15		
	2015-16		
	2016-17		
Average of 3 years(In Rs)			

**Details of office/branch in Maharashtra**

<b>S.No</b>	<b>Full Address of Office</b>	<b>Contact person with phone No.</b>	<b>No of Employees</b>

32 Furnish the details of officers of the Institutes, agency/firm has provided manpower supply services during last 3 years (Attaché separate copy if needed)

<b>Name of the Organization</b>	<b>Officer-in-Charge with designation (Not below the rank of Registrar/ General Manager)</b>	<b>Phone/Mobile No and e-mail id</b>

33. List of Government Departments/ PSU/ reputed private companies/ Statuary or Autonomous bodies, agency/firm has supplied manpower during last 3 years. Attach copy of JOB 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

<b>Name of the organization</b>	<b>Category of manpower</b>	<b>Duration of contract</b>		<b>Amount of contract</b>	<b>No. of staff deployed</b>
		<b>From</b>	<b>To</b>		

Place & Date:

**NON BLACKLISTING CERTIFICATE**

[To be submitted on letterhead]

I/We hereby certify that the ----- [Name of the company / firm] has not been ever blacklisted/debarred by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will provide outsourcing of manpower services as per the specification given by VNIT Nagpur time to time and also abide all the terms and conditions stipulated in the bid document.

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 it is found that any details provided 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 VNIT Nagpur may imposed any action as per the rules.

Yours faithfully,

(Signature of Authorized Person)

Name: .....

Place: .....

Designation:.....

Date: .....

**PRICE REASONABILITY CERTIFICATE**

1. I/We \_\_\_\_\_ hereby certify that the service charge quoted by us in our offer letter No.....are not higher than prices to any Government Department/PSU/Institution.
2. I/We further certify that I/We will not quote for outsourcing of manpower services in offer letter at service charge lower than quoted to any Government/Semi Government/ Public/ Charitable Trust Organization/ Institution/ Wholesalers/ Stockiest/ Distributors within the period of 120 days preceding the last date of submission of the offer.
3. I/We hereby undertake that I/We will not quote for outsourcing of manpower services in offer letter at prices lower than those quoted to any Government/Semi Government/ Public/ Charitable Trust Organization/ Institution/ Wholesalers/ Stockiest/ Distributors within the period of validity of the offer/rate contract.
4. I/We also undertake to bring the attention of the Director, VNIT Nagpur any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund/reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of Director, VNIT Nagpur regards to the determination of quantum payable shall be final.

Date:

(SIGNATURE & STAMP OF THE AUTHORIZED SIGNATORY)



**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**  
(Self Certification)

We certify that during the last 3 years, we have neither failed to perform on 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.

Signature of authorized person

Name & Designation with office Seal

**Annexure- VII**

**TENDER CONDITIONS ACCEPTANCE CERTIFICATE**

(To be given on Company Letterhead)

- 1) I / We have downloaded the tender document(s) for the above mentioned 'Tender' from the VNIT Nagpur website- **www.vnit.ac.in** as per your advertisement, given in the above mentioned website.
- 2) That I am the authorized person to sign this tender form under a resolution no ..... dated ..... (*The same is attached herewith*).
- 3) I / We hereby certify that I / we have read 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 the terms / conditions / clauses contained therein.
- 4) The corrigendum(s) issued from time to time by VNIT Nagpur too has also been taken into consideration, while submitting this acceptance letter.
- 5) I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
- 6) In case any provisions of this tender are found violated, your organization 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.
- 7) That all the information submitted herein is true and nothing material has been concealed.
- 8) That the bidder shall submit any evidence or document as requested by VNIT Nagpur
- 9) That the bidder undertakes to render VNIT Nagpur free from all and any kind of liability and consequences resulting out of this present agreement

Date: -----

Signature of authorized person:

Place-----

Name:-----

Designation:-----

Seal:

**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. 10 Lakhs (Rupees Ten Lakhs ) as disclosed by the information and records which are available with us.

M/s ----- have been our customer since -----

to 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 VNIT Nagpur Tender No- **VNIT/ESTT/18-19/02**

Signature of Authorized Person

Name: -----

Date: -----

Seal:

**FINANCIAL/PRICE BID (Manpower Supply Services- 2018)**

(Should be kept in a separate sealed cover) – To be filled in BLUE ink

**Price Bid Format**

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 Fig: _____ %  In Words: _____ Percent

**Note:**

The percentage of the agency service charges shall be above 1.00% and in fraction upto two decimals. In case of tie for services charges, the agency having higher average turnover for last three years will be given preference. The agency quoting service charges less than equal to 1.00% will be disqualified.