



ASSOCIATION OF INDIAN UNIVERSITIES
AIU HOUSE, 16 COMRADE INDRAJIT GUPTA MARG
NEW DELHI – 110 002

No. F. AIU/

Dated : 10.05.2023

NOTICE INVITING TENDER FOR SUPPLY OF MANPOWER SERVICES

1. GENERAL:

A. Association of Indian Universities invites (AIU) Technical and Financial Bids from duly registered Manpower Service Providers/Organization based in New Delhi/NCR for providing manpower services to the AIU initially for one year, extendable upto three years on year to year basis on mutual consent basis, as per the following schedule:

| | | |
|---|--|---|
| 1 | Last date for receipt of Tender | 24.05.2023 at 5:00 PM |
| 2 | Opening of Part-I (Technical Bids) of the Tender | Date to be notified on AIU Website |
| 3 | Opening of Part-II (Financial Bids) | -do- |

Note : If the date in Col.1 above happens to be holiday for one or other reasons, the last date would be extended by next working day.

B. The office of AIU is presently located in one place in Delhi as per the address mentioned above. The staff is required to be deployed in its present located Office only.

2. **STAFF REQUIREMENT:**

The required staff i.e. Clerical Assistant/ Data Entry Operator (DEO)/Receptionist shall be provided by the Agency on contractual basis. The tentative requirement of staff is given below. The actual requirement may vary from time to time.

| S.No | Designation | Requirement |
|--------------|------------------------------|--------------------|
| 1. | Clerical Assistants/ DEOs | 11 |
| 2. | Receptionist | 01 |
| Total | | 12 |

3. **MINIMUM QUALIFICATIONS REQUIRED:**

- **Clerical Assistant / DEOs / Receptionist:** Graduate and above with 35 w.p.m. in English on Computer. The working knowledge of Operating the Modules of Public Finance Management System (PFMS) for processing payments to various parties through the PFMS.
- He/She should be well conversant with the working of the Computer and should necessarily have knowledge of MS Word, MS Excel and MS Power Point.
- The persons deputed should be of minimum 21 years of age.

4. **WAGES/RENUMERATION:**

- (i) The rates (monthly wages) for above categories will be strictly according to the rates as notified by the Labour Department, Government of NCT.
- (ii) The person deployed by the agency shall be entitled to 08 paid Casual leave on pro-rata basis.

SUBMISSION OF TENDER: The tender is to be submitted in a sealed cover addressed to the Deputy Secretary (Administration/Estt.) and dropped in the Tender Box kept in the Reception of this office. The Last date of submission of Tender and time of receipt is **5 pm on or before 24.05.2023.**

- (A) (i) **Part-I: Technical Bid.** The Technical Bid should contain the required documents.
- (ii) **Part-II: Financial Bid.** The Financial bid should only contain the information as per **Annexure-I.**
- (iii) The EMD of Rs. 50,000/- should be deposited in AIU Account as per following details OR by Demand Draft and the proof should be attached with the tender documents :
1. Beneficiary : Association of Indian Universities
 2. Name of the Bank : Canara Bank
 3. Branch Address : Urdu Ghar
212, Deen Dayal Upadhyaya Marg,
New Delhi-110002
 4. S.B. Account No : **0158101000975 (Saving)**
 5. IFSC Code : CNRB0000158
- (B) MSME registered bidders would be exempted from EMD provided relevant valid documents are attached. Qualitative Assessment of Technical bids will be done on the basis of requirements given in the tender document and Service Providers/ Agencies will be shortlisted out of the available offers. Financial Bids of the eligible technical bidders will only be opened for the purpose of awarding the job. The Service charge, in percentage only, should be clearly mentioned in figures and words. The Service Charge will remain un-changed during the period of Agreement. In case more than one eligible bidder fall under quote L-I rates, the Committee appointed by AIU to evaluate the bids is empowered to consider other parameters such as financial health, experience, Small and Micro enterprises, etc. to find out the bidder to whom work is to be awarded.
- (C) AIU reserves the right to cancel the tender process at any time before the award of contract, without assigning any reason to any bidder. AIU also reserves the rights to accept or reject all the bids without assigning any reason.

6. The Earnest Money Deposit of **Rs.50,000/-** will be refunded to the unsuccessful bidder without any interest within one month of finalization of Contract. The EMD is liable for forfeiture in the event of : (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, (c) Non-confirmation of acceptance of orders within the stipulated time after award of contract or (d) any unilateral revision made by the bidder during the validity period of offer.

7. The successful bidder will be required to submit the Security Deposit of **Rs. 2.5 Lakh**, in the form of Bank Guarantee valid for **one year after the currency of agreement** or extended tenure whichever is later. The Bank Guarantee and Agreement will be required to be submitted before taking over contract.

8. All future Corrigendum, addendums, Amendments, Revisions, Extensions of bid dates (if any) with regard to this Bid, shall be uploaded in AIU website i.e. **www.aiu.ac.in** under the link "Tenders" and also, daily newspapers. All the bidders are requested to look at the AIU website regularly for the update on this aspect.

9. The PAN, GST Number, ESIC & EPF registration number of the firm should be indicated including attaching a copy each of such Certificates/ documents. The tenders of the firms which do not have any of these will not be considered.

10. The bidder shall abide by the terms & conditions of the tender strictly.

11. **REQUIREMENT FOR TECHNICAL BID:-**

The Technical Bid should contain the documents/information as per **Annexure-II**. Before submitting the tender document the agency should ensure that it is eligible as per the requirements contained in **Annexure-II** and including following conditions:

- (i) The Service Provider/Agency/Firm is a duly registered with all the Statutory Bodies.
- (ii) Annual Turnover of the Service Provider/ Agency should not be less than **Rs. 2 CRORE PER ANNUM** (This has to be supported with IT Returns/Balance Sheets for the last 2 financial years i.e. 2020-21 and 2021-22).

- (iii) The bidder should have the experience of deploying reasonable manpower atleast **in two organisations** in each of last two calendar years. Work experience, as per **Annexure-III** of the Service Provider/Agency of providing skilled manpower, of similar nature, in other PSUs/Departments of Government of India during last two years i.e. 2020-2021 and 2021-2022. Copies of ongoing job orders and particulars of contract officer in the concerned Govt. Department/PSU are to be attached with the Tender documents for the purpose of verification.

12. **OTHER TERMS AND CONDITIONS:**

I. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.

II. The persons to be deployed by the Agency should not have any Police case/Criminal case against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of all workers to be deployed at AIU by the service provider will be got verified from local police by the service provider at its own cost and submit the report thereof in AIU. AIU shall reserve the right to accept or reject the worker recommended by the agency. The Service Provider shall withdraw such workers who are not found suitable by this office for any reasons immediately on receipt of such a request. An authenticated bio-data (including his bank account number, mobile number etc.) of each worker has to be provided by the agency while deploying him in AIU.

III. The service provider has to provide photo identity cards to the persons employed by it for carrying out the work. These cards are to be constantly displayed & their loss reported immediately. The service provider shall ensure proper conduct of these persons in office premises, and enforce prohibition of consumption of alcoholic drinks, Paan, Smoking, Loitering without work and gambling.

IV. The transportation, food, medical and other statutory/legal requirements (if any) in respect of each worker of the agency shall be the responsibility of the agency as per the prevailing rules.

V. The manpower to be deployed by the Agency will be required to work strictly as per the office timings of the AIU on all working days.. The normal office working hours of AIU are from 9.00 AM to 5.30 PM with two weekly-off on Saturdays and Sundays and other notified holidays. Attendance would be monitored strictly as per Biometrics Attendance system installed in AIU and payment would be regulated accordingly.

VI. The Agency shall be responsible for timely compliance of the obligations under various laws and Acts, namely EPF Act, ESIC Act, Bonus Act, Gratuity Act, and Workman Compensation Act etc. or under any other statutory requirements as applicable in the National Capital Territory, Delhi and amended from time to time in respect of the manpower deployed and also to present the documents as and when required or asked for by the AIU.

VII. The agency shall be the Principal Employer of the workman and any other staff deployed by it in the AIU and in no case, there shall be a relationship of Employer and Employee between the AIU and the said manpower.

VIII. The manpower employed by the Agency shall have no right, whatsoever, for any appointment in the AIU in temporary/ad-hoc/daily wages/regular capacity on the basis of their work in the AIU.

IX. 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 request of AIU, shall immediately withdraw such person(s) from the premises of the AIU. AIU shall have the right to discontinue the services of the non-performing/dis-obedient workers at any point of time and without assigning any reason.

X. The Agency shall keep the AIU indemnified against all claims whatsoever in respect of the employees deployed in AIU at various point of time. In case, any employee of the Agency so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the Agency to contest the same at appropriate forum(s). In case, the AIU is made a party and is supposed to contest the case, the AIU will be reimbursed the actual expenses which shall be paid in advance by the Agency to the AIU if such a request is made by AIU in writing.

XI. The deduction of Income Tax from the bills of the Agency will be made at source under the Income Tax Act, 1961 at the rate as applicable from time to time.

XII. In case of unsatisfactory services rendered by the contractor, the AIU, reserves the right to terminate the contract even during the validity of the contract and no payment will be made after that. Of course, an opportunity shall be provided to the Agency to clarify the position within a period of 15 days.

XIII. If any accident occurs with any worker of the contractor while doing his job, the AIU office will not be liable in any way and the sole responsibility for payment of compensation, etc. will be of the contractor.

XIV. The Agency shall disburse the wages to its workers deployed in AIU **before 5th of each month** through their bank accounts. The agency shall submit the monthly bill after disbursing the wages along with the signed attendance sheet of AIU and the same shall be paid by AIU after applying usual checks and also after deduction of usual taxes or/and other dues, if any. In the bill, the agency will clearly indicate the break-up of monthly payment details of each category of outsourced staff alongwith the Agency's service charges. The agency will clearly indicate the gross wages etc., each & every deduction made and net payment made to each person. Documentary proof has to be provided that the bank has transferred the amount in the accounts of each worker and also, the receipt of EPF and ESIC of previous month with the claim raised for reimbursement. The payment will be made

on reimbursement basis only and not in advance. Normally, the bills are paid within 10 working days of receipt of complete documents, except in case of any contingency or otherwise. The agency shall ensure to pay the wages in time irrespective of delay in payment of Bill by the AIU for whatever reason. In other words, the agency will not link the payment of wages to the payments due from AIU. The agency will also issue wage slips for every month to its workers showing ESI and PF number and gross wages, details of deductions made and net payment.

XV. The Bonus to the eligible persons and also as per rules, will be paid by Agency at least five days before Diwali from its own funds through their bank accounts (e-transfer mode) and submit the bill alongwith documentary proof showing the details such as (i) names of workers, (ii) period for which bonus is paid and (iii) amount of bonus paid to each of them. AIU will reimburse the admissible amount paid by the agency along with other statutory and service charge.

XVI. The quality of the Candidates to be provided by the agency will be ensured by the Agency. In case of non-satisfactory performance of any worker, the agency would be liable to provide alternate worker. The AIU reserve the right to accept the candidates provided by the agency on the basis of interview and skill test.

XVII. While submitting the bill for reimbursement, the service provider will submit the copies of documents such as deposit challan alongwith list of workers showing deposit of ESIC, EPF with the concerned agencies for month for which wages are claimed in bill. AIU reserves the rights to withhold bills, if the agency fails to produce proof for having remitted the ESI and PF dues of workers.

XVIII. All the statutory/ legal liabilities will be handled by service provider/ agency and AIU will not be liable for the same in any circumstances.

XIX. The Service Provider/Agency selected for the job will be required to deposit **Rs.2.5 Lakhs** in form of Bank Guarantee (BG)/Fixed Deposit Receipt(FDR) from any nationalized bank in favour of "ASSOCIATION OF INDIAN UNIVERSITIES (payable at NEW DELHI/DELHI" as stated in para 7

of this Tender document which can be forfeited in the event of termination of contract on account of violation of any of the terms and conditions. The Bank Guarantee will be cleared after six months of successful completion of the contract and settlement of all the dues, if any.

XX. B2B GST Invoice is required to be raised in compliance to GSR Act, if applicable.

XXI. If the Company/Firm/Agency is registered with National Small Industries Corporation Ltd (NSIC), Ministry of Micro, Small & Medium Enterprise (MSME) or otherwise eligible for relaxation for depositing the earnest money, a copy of the Certificate/Authorization letter is to be attached.

13. VALIDITY OF THE CONTRACT AGREEMENT

I. The job contract will be awarded initially for a period of one year extendable upto three years on year-to-year basis. or in part thereof as per the requirement of AIU and based on review of the performance of the manpower and the Agency with same terms and conditions. The Bank Guarantee/FDR submitted to AIU will be renewed accordingly.

II. 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 for future jobs.

III. AIU will be free to deduct the amount of penalty for any of the violations as shown in the table below:

| Sl No. | Violation | Amount of Penalty |
|---------------|---|---|
| 1. | Payment of wages from 11th to 15th day of month | 2% per day of the payable one month's payments for delayed days. |
| 2. | Payment of wages after 15th day of month | 2.5% per day of the payable one month's payment for delayed days. |

| | | |
|----|---|--|
| 3. | Delay in payment of Bonus by to due date | 1% of the per day of bonus amount. |
| 4. | Non-compliance of any valid written directions of AIU | Will be decided on case to case basis. |
| 5. | Late deposit of PF or/and ESI with the concerned authorities. | 1% per day of the payment of PF or/and ESI dues. |

IV. In case of any intentional/un-intentional loss that might be caused to AIU due to lapse on the part of worker/s deployed by the agency, such loss shall be compensated by the agency and in this connection, AIU shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to AIU besides imposition of penalty.

V. In the event of any worker on long leave/absent, the agency shall ensure suitable alternative arrangement to make up such absence within three working days. Failure on this account shall attract penalty double the wages payable to the agency for such absence.

VI. As and when, AIU requires additional workers on temporary or emergency basis, the contractor will depute such workers in accordance with daily rates. For the same, a notice of two days will be given by AIU.

VII. If any of the worker deployed by the agency in AIU indulges in theft or any illegal/irregular activities, misconduct, the agency will take appropriate action as per law and rules against its erring worker in consultation with this office and intimate the action taken to AIU.

14. TERMINATION OF CONTRACT

I. The Contract Agreement can be terminated by either of the party at any point of time and without assigning any reason thereof. However, notice period of such termination of the contract agreement will be of two months in advance.

II. Whenever, there is duplication of clause either in the Notice Inviting Tender or in the terms and conditions/agreement, the clause which is favourable to AIU will be considered applicable at the time of dispute. Any legal dispute arising out of the Job contract will be settled in Delhi Courts only.

**FINANCIAL BID
FOR SUPPLY OF MANPOWER TO AIU**

AIU Reference No.

Dated :

| | | |
|---|---|--|
| 1 | Name of the bidder (In Capital Letters) | |
| 2 | Registered Address | |
| 3 | Tel. No. | |
| 4 | Address of Operating Branch in Delhi | |
| 5 | Contact Person (Duly authorized) | |
| | Contact Number/Mobile Number | |
| | Email ID | |

| | |
|---|-----------------|
| 6. The Service charges, IN PERCENTAGE (not in amount), to be Charged by the Service provider on the prescribed wages and bonus only payable by AIU: | |
| In figure | In Words |
| | |

Note for Bidder:

- (i)** There should be no cutting, erasing etc. in any column.
- (ii)** The service charges would be allowed only on wages and bonus amount.

Date: _____

Place: _____

(Signature of Authorized person)

Name:

Designation:

Office Address:

Phone (Office):

Seal of the Company/Firm/Agency/Contractor

ANNEXURE-II

TECHNICAL BID FOR SUPPLY OF MANPOWER TO AIU

AIU Reference No. F.

Dated :

| | Particulars | Required information | Page No. |
|----|---|-----------------------------|-----------------|
| 1. | Name of the bidder (Attach self attested copy of certificate of registration) | | |
| 2. | Name of the Director of Company/Active Partner of Firm/Authorized Agent/Proprietor with Telephone Number Landline & Mobile | | |
| 3. | Full Address of Registered Office | | |
| | Telephone Number | | |
| | Fax Number | | |
| | E-Mail Address | | |
| 4. | Full Address of Operating/Branch Office at Delhi/New Delhi/NCR with Telephone Number, Fax Number, E-Mail Address | | |
| 5. | Name of the representative authorized to sign tender document including Financial Bid(If Any) (Attach original authorization letter) | | |
| 6. | Banker of the Company/Firm/ Agency/Contractor with Full Address (Attach self attested copy of latest bank statement) | | |
| 7. | PAN. (Attach self attested copy) | | |
| 8. | GST Registration No. (Attach self attested copy) | | |
| 9. | EPF Registration No. (Attach self attested copy) | | |

| | | | |
|-----|--|--|--|
| 10. | ESIC Registration No. (Attach self attested copy) | | |
| 11. | Annual Turnover of the manpower Firm/Agency/ Company. (should not be less than Rs. 2.00 crore in each Fin. Year) (Copies of accounts certified by CA to be enclosed) | (Rs. in Crore) 2020-21 : Rs. _____ 2021-22 : Rs. _____ | |
| 12. | Number of organizations where similar manpower contract has been undertaken in the year 2020-2021 and 2021-2022 with number of persons deployed (should not be less than two organizations in each year) (Detailed Information as per annexure-III attached) | | |
| 13. | Whether the firm have defaulted from payment to Govt./Workers dues at any point of time or Black listed by an Govt. Department/ PSU, etc. | | |
| 14. | Have Proof of timely payments of statutory dues like ESIC/EPF/Service Tax to the concerned Govt. Agencies. (Yes or No) (Attach self-attested copies of challans) | | |
| 15. | An Affidavit duly certified by Notary (i) that the sole proprietor or the partners of the firm/company is/are not involved in any Police Case and have never been punished by any Court of Law and (ii) that the sole proprietor or the partners of the firm/company has never been black listed or changed the name of the firm. (Attached or Not Attached) | | |
| 16. | Copy of Tender Document attached with each page signed by the authorized representative and stamped (Yes or No) | | |

I _____, Director of Company/Active Partner of Firm/Authorized Representative/Proprietor of _____ have read/fully understood and accept the terms and conditions as contained in the Tender Document issued by the Association of Indian Universities, New Delhi vide AIU Reference No. F. _____ dated _____

Date: _____

Place: _____

(Signature of Authorized person)

Name:

Designation:

Office Address:

Phone (Office):

Seal of the Company/Firm/Agency/Contractor

ANNEXURE-III

DETAILS OF OTHER ORGANISATIONS WHERE SIMILAR CONTRACTS WERE UNDERTAKEN DURING THE LAST TWO FINANCIAL YEARS i.e. 2020-21 and 2021-22

(Atleast two such contracts are mandatory in each year)

Reference No. AIU/F.

Dated:

| | Name and address of the organization | Validity of Agreement (From _____ To_____) | No. of workers deployed | Whether Govt./Semi Govt./ Autonomous body/PSU/other (please specify) | Reason for termination (if currently not valid) |
|---|---|---|--------------------------------|---|--|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

Copies of job orders and particulars of contact officer in the concerned Govt. department/PSU are attached and may be used for the purpose of verification.

Date: _____

Place: _____

(Signature of Authorized person)

Name:

Designation:

Office Address:

Phone (Office):

Seal of the Company/Firm/Agency/Contractor