

Raja Mansingh Tomar Music & Arts University

“Swarang Parisar” Needam Road, Naka Chandravadni Chouraha, Lashkar Gwalior (M.P) 474002

PH-0751-2452650

No./Adm/2021/ 6029

Date:- 07-07-2021

Tender Notice For Service Provider (Second)

Raja Mansingh Tomar Music & Arts University, Gwalior invites sealed Tenders from registered manpower agencies for.

Skilled/Unskilled Manpower & Security Personnel

Number of Manpower may increase or decrease as per the actual requirement. Tender form and details available on University Website:- **www.rmtmusicandartsuniversity.com**. may be downloaded. No separate tenders form will be issued.

The Tender form completed in all respects (Sealed) should reach only by speed post of postal department to Registrar, Raja Mansingh Tomar Music & Arts University, Gwalior latest by **Dated 27-07-2021**. Delivery by any other mode will not be accepted.

Registrar

**TENDER
FOR
SKILLED/UNSKILLED
MANPOWER
AND SECURITY PERSONNEL**

RAJA MANSINGH TOMAR MUSIC & ARTS UNIVERSITY, GWALIOR

WEBSITE :

(www.rmtmusicandartsuniversity.com)

**REGISTRAR, RAJA MANSINGH TOMAR MUSIC & ARTS
UNIVERSITY, GWALIOR**

**“Swarang Parisar, Needam Road, Naka Chandravadni Chauraha,
Lashkar Gwalior (M.P.)- 474002”**



RAJA MANSINGH TOMAR MUSIC & ARTS UNIVERSITY

“Swarang Parisar, Needam Road, Naka Chandravadni Chauraha,
Lashkar Gwalior (M.P.)- 474002”

No./Adm/2021/6029

Date:-07-07-2021

TENDER NOTICE

Raja Mansingh Tomar Music & Arts university Gwalior, invites sealed Tenders from the Reputed Manpower supply Agencies for outsourcing of Skilled/Unskilled and Security Personnel manpower on Contract basis. Number of Manpower may increase or decrease as per the actual requirement. The tender document may be downloaded from the university website www.rmtmusicandartsuniversity.com. The tender document cost Rs. 1000/- and the Earnest money deposit Rs 100000 (One lac) should be deposited in the form of demand draft separately in favour of the Registrar, Raja Mansingh Tomar Music & Arts university, Gwalior till **27-07-2021** payable at Gwalior for detailed terms and conditions, visit Website www.rmtmusicandartsuniversity.com cost of tender document, if downloaded from the website to be deposited as a separate DD along with the tender, failing which tender will be rejected.

The tender form completed in all respects (sealed) should reach only by speed post to the Registrar, Raja Mansingh Tomar Music & Arts University, Gwalior latest by **dated- 27-07-2021 at 5.30 pm**. Hand delivery will not be accepted. Tender will be opened on the next working day at 3.00 pm. On the outer envelope **“TENDER DOCUMENT”** must be mentioned.

Tenders received late or without EMD and tender document cost or incomplete in any respect will not be considered. The university reserves all the rights to reject any or all the tenders without assigning any reason thereof.

Registrar

The following documents should be submitted along with the bid for Eligibility Criteria.

S. No.	Description	Yes	No	Enclosed
1.	EMD			
2.	Current empanelment with Registrar of Firms/campiness and ISO (Partnership act)			
3.	Currently valid license With labour Commissioner minimum 100 person.			
4.	Proof of having an established office set-up in Gwalior.			
5.	Currently valid registration with the EPF Commissioner.			
6.	Copy of Challan and ECR for payment made towards EPF of personnel in the previous one year of submitting the bid.[2019-20, 2020-21]			
7.	Certified copies of the list of personal in whose favour the EPF contribution payments made.			
8.	Currently valid Registration with ESIC			
9.	Copy of Challan for payment made to words ESI of personal the previous one year of submitting the bid. [2019-20, 2020-21]			
10.	Certified copy of the list of personal in whose favour the ESIC contribution payment made duly certified by the security agency.			
11.	Currently valid registration GST.			
12.	Copy of challan for payment made to words service tax in the previous one year 2019-20 of submitted the bid with ST-3 (Return)			
13.	License under security Reg Act 2005			
14.	Audited Balance sheet, profit & loss A/C for the years. I.E. 2018-19 and 2019-20, 2020-21 along with AATO Rs. 1.0 crore and more each of the financial year for manpower.			
15.	Statements showing the contract assignment undertaken in last 5 years along with the list of personal deployed.			
16.	List containing name, Address, EPF,ESI, No. of Employee proposed to be employees.			
17.	List of client organizations during the last five years in VIZ. Government or semi government offices, Public sector organizations.			
18.	Experience and performance Letter from the above organizations for manpower supply.			
19.	Undertaking to strictly adhere to the terms and conditions of Agreements and this tender documents and authority to cancel the contract forthwith in the event of any breach of contract and to forfeit the security deposit.			
20.	AFFIDEVIT ON 100 /- Rs. STAMP PAPER That the firm in not black listed from any Govt. Department and neither debarred from any Department /Authorities should be enclosed. Tender should be technically cancelled without this affidavit or any complaint by Authorities against the agencies found.			
21.	Original documents should be shown by Agency at the time of technical Bid.			

Annexure-E

FINANCIAL BID FOR MAN POWER SERVICES
(To be printed on letter head of Tender)
FINANCIAL BID FOR MAN POWER SERVICES

Service charge in Percentage only Excluding E.P.F., E.S.I., GST and other Government tax. (So that minimum wages should not less after any deduction)	%
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Signature of Tenderer with Seal

(TECHNICAL BID FORM)
RAJA MANSINGH TOMAR MUSIC & ARTS UNIVERSITY, GWALIOR (M.P)
(Format for submission of the tender on letter head of the Agency)

To,

The Registrar,
Raja Mansingh Tomar Music & Arts university
Gwalior (M.P)

Sub :- Tender for outsourcing of Skilled /Unskilled Manpower and security personnal on contract basis.

Sir,

In response to the tender notice published in..... on
.....I had purchased tender no..... from
your Raja Mansingh Tomar Music & Arts university, Gwalior.

I am sending herewith my tender documents in a sealed cover along with the following documents:

1. Name of the Agency_____
2. Office Address_____
3. Tel./mob. No. _____
4. E-mail Address_____
5. Crossed Bank Pay Order no.(DD No.)_____ dated_____ for Rs.....
6. Tender cost of Rs..... If downloaded from the website payorder/DD no.....
7. Photocopy of EPF registration_____
8. Photocopy of ESI registration_____
9. Photocopy of Pan card_____
10. Photocopy of Registration of Service Tax _____
11. Photocopy of Shop Establishment Registration No_____
12. Photocopy of income Tax Returns for last two year_____
13. Balance Sheet of last three years duly certified by a chartered Accountant_____
14. List of clients (Govt./Semi govt./Autonomous body) along with proof_____
15. Annual turn over of the firm for the year 2018-19,2019-20,2020-21
16. Details of experience of last two calendar year in providing skilled man.
I here by accept all the terms and conditions laid down in the tender form.

Date:_____

Encl: As above

Authorized signatory
(Name in Block Letters)
Signature of the Tender
(Seal & sign of the Tender)

Power to govt educational & training institutions govt / public undertaken (please enclosed order)

Details of experience of three calender year 2018-19, 2019-20 & 2020-21 in providing manpower services to Govt. Educational and Training Institutions. Govt. Hospitals and Govt. Offices/undertaking:

(Please enclose work order)

Year	No.	Name of the offices	Work order in enclosed
2018-19	1		YES/No
	2		YES/No
	3		YES/No
	4		YES/No
	5		YES/No
2019-20	1		YES/No
	2		YES/No
	3		YES/No
	4		YES/No
	5		YES/No
2020-21	1		YES/No
	2		YES/No
	3		YES/No
	4		YES/No
	5		YES/No

Signature of Tenderer with Seal

Details of minimum two running contracts calendar year 2020 in providing Manpower to Govt. Educational and Training Institution, Govt. Hospitals and Govt. offices/undertaking having engaged atleast 50 Manpower in total (Please enclose copy of work order, proof of EPF and ESIC contribution made and service Tax submission proof along with list of atleast 100 Manpower)

Year	Name of the office	No. of security personnel engaged	Work order is enclosed	proof of Service Tax submission is enclosed	proof of EPF contributions made enclosed	proof of ESIC contribution made enclosed
2020	1		YES/No	YES/No	YES/No	YES/No
	2		YES/No	YES/No	YES/No	YES/No
	3		YES/No	YES/No	YES/No	YES/No
	4		YES/No	YES/No	YES/No	YES/No
	5		YES/No	YES/No	YES/No	YES/No

I Certify and agree with all the terms and condition of this tender. I further certify that I have read and understood all the terms and conditions of the document and I have personally understood the quantum of security work expected from us. The information furnished is true to the best of my knowledge.

Signature of Tenderer with Seal

RAJA MANSINGH TOMAR MUSIC & ARTS UNIVERSITY GWALIOR (M.P)

Terms & conditions and instructions of the tender are as follows:-

The Registrar Raja Mansingh Tomar Music & Arts University, Gwalior invites Tender for Skilled/Unskilled and Security Personnel **Raja Mansingh Tomar Music & Arts university Gwalior (M.P)** The scope of work and General Instructions for submitting Tenderer are given below.

1. The tenderer are for providing the adequate Manpower services for Office work of Skilled/Unskilled security personnel.
2. **Period :** The contract will be initially for one year from the date of taking up the Service of manpower. The period of Contract may be further extended on mutually agreed terms and conditions, provided the requirement of the services from the agency persist at that time or, may be curtailed/terminated at any time before the normal tenure owing to cessation of requirement or deficiency in service or substandard quality of manpower deployed by the service provider. The university, however, reserves the right to terminate the contract at any time even before the expiry of the period after giving 10 days notice to the selected service provider.
3. ***Eligibility criteria & Qualification of the service provider Tender Bid Conditions.***
 - a. The agency must have been registered under the Contractor Labour (Regulation and Abolition) Act, 1970 and have a valid labour License.
 - b. The agency must pay salary to its employees as per the payment of Minimum Wages Act. Copy of acquaintance should be attached along with the bills for claiming payment monthly.
 - c. Must have experience in providing such services earlier atleast to 2 Govt/Semi Govt./Autonomous body. The list of clients for whom the agency is providing similar services may be provided for records and future reference.
4. The Tenderer should accompany with a copy each of the following in a sealed envelope of which one is to be marked as TECHNICAL BID.
5. The Second envelope will be sealed and marked as "Financial Bid" which will contain only financial tender form duly filled in and signed by the tenderer. No other documents would be placed in this envelope.
6. Both these separately sealed envelopes will be placed in a third one (big one) which may be called the container envelope and it will also be sealed and marked as ***"TENDERS FOR Skilled, Unskilled Manpower and Security Personnel"***.

Signature of Tenderer with Seal

7. The tender complete in all respects should be in a sealed cover and addressed to the Registrar, Raja Mansingh Tomar Music & Arts University, Gwalior and should reach by Speed post latest by **Dated 27-07-2021** Tenders received after the due date and time due to any reason what so ever including postal delays shall not be considered. By hand delivery will not be accepted. The tender cover must be superscripted **"TENDER FOR SUPPLY OF MANPOWER"**
8. The tender will be opened on **Dated 28-07-2021 on 3.00 PM** at Raja Mansingh Tomar Music & Arts University, Gwalior in presence of the representatives of the agencies. The rates should be quoted only as per format given in Annexure. Conditional bids, tenders without the documents above shall not be considered and will summarily be rejected. No overwriting/cutting is permitted and in such cases the tender will be rejected
9. **EMD:** An Earnest Money Deposit (EMD) of Rs. 100000/- (One Lakh) in the form of an F.D.R or account payee Draft of any Nationalized Bank in favour of The Registrar Raja Mansingh Tomar Music & Arts University, Gwalior must accompany each tender bid. Bids without the Draft F.D.R for EMD shall be summarily rejected. In case the agency is not selected, the EMD will be refunded without any interest. The EMD of selected agency will be adjusted against the Security Deposit.
10. The agency that has quoted the lowest rate on the basis of "Total charges" in Annexure will be selected; however, the decision of The Registrar Raja Mansingh Tomar Music & Arts University, Gwalior will be final. If the lowest quoted agency does not accept the order, their EMD will be forfeited. The rates quoted should ensure that the personnel deployed for this service contract are paid as per the statutory norms including the wages, as prescribed and the statutory benefits like PF, ESI etc. in Annexure. Rates below minimum wages will not be acceptable.
11. The agency shall –
 - a. Ensure that the persons deployed for the job are reliable and should obtain proper police verification before deployment.
 - b. Ensure that the personnel deployed for this service contract are paid as per the statutory norms including the minimum wages, as prescribed by the Government of M.P. from time to time, and the statutory benefits like PF, ESI etc. Shall be responsible for ensuring satisfactory execution of the job as well as compliance of all statutory requirements/benefits.
 - c. The monthly wages for the month in which the persons deployed should be made in the subsequent month but not later than 7th of each month. Payment will be released after submission of all receipts of all statutory payment i.e. EPF/ESI. Payment will be made on monthly basis. Timely Payment to the engaged manpower will be responsibility of the deployer.
 - d. Ensure that the personnel to be deployed should be a bonafide citizen of India.
 - e. The person deployed should be Graduate for skilled manpower and should be added poss for unskilled or skilled manpower shall with at least two years experience and shall be able to work in computers and similar automations and having a good speed of typing in English & Hindi 40 word per minute. Further the person should have studied computer as a course/either at +2 or graduation level from a reputed institution. A performance test may be conducted before deployment of the person by the agency.

Signature of Tenderer with Seal

- f. The agency shall not deploy any person who has not completed eighteen years of age.
- g. The persons deployed in this University will be on the roll of the supplying Agency and have no right for any claim of regular employment in the University;
- h. The service provider has to provide the photo identity cards to the persons employed by him for carrying out the work this card are to be constantly displayed.
- i. The service provider shall replace immediately any of its personnel, if they are unacceptable to the office or incompetence, in proper conduct upon receiving written notice from the office.

12. Supervision of the services and manpower deployed:

- a. The Agency will depute one senior person responsible for monitoring the performance and presence of the manpower deployed for the University. The record of attendance of the deployed person will be maintained by the service provider as well as the institution.
- b. The person deployed must be well mannered and loyal and if any time found to be guilty of mis-conduct in any matter, the concerned personnel may be replaced by the agency within 24 hours, and such personal shall not be redeployed for duty again.
- c. The Agency should ensure that the person deployed wear a neat, clean and proper office attire and also maintain discipline & behavior like non-consumption of alcohol and smoking while on duty etc.
- d. The personnel deployed, during the course of their work, shall be privacy to certain official documents and information which they are not supposed to divulge to third parties. Breaching the above shall make the service provider as well as the person concerned liable for penal action under IPC, Cr. P.C. or any other relevant proviso besides, action for breach of contract.
- e. Agency shall be held responsible in case any of the person engaged by them creates unwanted situation, unnecessarily shouts, raises slogans against any officer/person within the office premises or during the period of the job order. This act shall be considered as breach of the job assignment and shall be dealt with as may be deemed fit by the University; Agency shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- f. Agency shall be solely responsible for any loss or damage to University's property while it is in his charge during the period of the job order/ assignment.
- g. In case it is felt by the University that any person engaged by the Agency is not suitable for carrying out the job inside the University premises then the person is to be replaced immediately by the Agency.

13. The contract is further subjected to the conditions that

- a. The work shall be carried out properly and of full satisfaction.
- b. Dress code for the Security Personal.
- c. Penalty amount Rs. 5000/- per day may be imposed for any lapse/misconduct.

Signature of Tenderer with Seal

- d. The Agency shall have no claim against University in respect of any work withdrawn from them at any point of time during the period of the contract order or reduction in scope of services.
 - e. The Agency shall ensure that no problem pertaining to their employees is passed on to University, fully or, partly in any manner whatsoever.
 - f. University shall not be responsible or pay any claim or damages/ cost other than rates agreed to in the job order/ assignment.
 - g. The agency should not assign or sub-let the contract or any part of it to any other agency. The penalty for non-compliance shall be revoked including forfeiture of the Security Deposit.
 - h. University reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
Payment Procedure a. Pre-receipted monthly bills (in triplicate) shall be submitted by the Agency for the services provided in the preceding month after making payment to the deployed staff With PF and ESI details.
14.
 - a. The bills shall be processed and paid within a reasonable time. The bills should be submitted along with proforma/certificates as required by the University, ESI challan, PF account details of the personnel deployed etc.
 - b. TDS: TDS at the prescribed rate from time to time would be made from the bills in accordance with the provision of Income Tax Act, 1961.
 - c. Agency should supply the attested copies of challans of contribution of provident fund and service tax challans every month.
 - d. Any other deductions mandated by the prevailing laws applicable to such contracts would also be made.
 15. **SECURITY DEPOSIT:** The Successful Tenderer will have to execute an agreement with the University on Stamp Paper. The Successful Bidder should also furnished a security deposit equivalent to Rs-1,00000/- (One Lakh) The Security Deposit be refunded on expiry/completion of the contract if not continued further. In the event of the agency failing to comply with any provision of the contract the security deposit shall be forfeited by University. No interest shall be payable by the Tribunal on the Security Deposit.
 16. **SUMMARY TERMINATION:**
 - a. In the event of the agency having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the University shall be at liberty to terminate the contract forthwith without prejudice or any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the agency and to claim from the agency any resultant loss sustained or costs incurred.

Signature of Tenderer with Seal

- b. The University shall also have without prejudice to other rights and remedies, the right, in the event of breach by the agency of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the agency and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the University due to the agency's negligence or unwork-man like performance of any of the services under the contract.
17. **LIABILITY FOR PERSONEL :** All persons employed by the agency shall be engaged by them as their own employees/ workers in all respects and the responsibility under the Indian Factories Act, or the Employee's compensation Act, or any other similar enactments in respect of all such personnel shall be that of the agency. The agency shall only be liable to compensate the all claims whatsoever in respect of the said personnel under the Employees's Compensation Act or any statutory modification thereof, or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the agency or not.
18. **SET OFF :** Any sum of money due and payable to the agency (including security deposit returnable to them) under this contract may be appropriated by the University and set-off against any claim of the University for the payment of any sum of money arising of or under any other contract made by the agency with the University.
19. Offer of service charge demanded by the service provider agency should be regulated according to the instructions of Govt. of India Ministry of Commerce & industry (GA Section) Om no. 31/14/1000/2014/GA Dt 17-09-2014.
20. In any dispute decision of the university will be binding and for all disputes jurisdiction will be Gwalior.
21. Agency should be prevailing under the following act.
1. Minimum Wages Act 1948.
 2. Contributory P.F. & Miscellaneous provision Act 1952.
 3. Factories Act & M.P. Rules 1948.
 4. contract labour {Regulation & Abolition policies 1970}
 5. payment of Wages Act 1936.
 6. Workman compensation Act 1923. & any other rules.
 7. Provision of G.S.T.

Date:
Place:

Signature of authorized person
Full Name:
Seal

22. Technical Criteria:-

Technical evaluation would be done for only those bidders who would be qualified at the eligibility and Qualification criteria stage. Following are the criteria of Technical marking:

S.no.	Technical Criteria	Documents to be provided
1.	The Bidder should be a legally registered entity in india Registered as Manpower and Security supply Agency since last 5 (Five) years as on the Date of Bid submission. If firm is working in Gwalior than the agency should have Valid shop Act Registration in Gwalior	Copy of Registration/Incorporation certified of the Firm (Proprietor Firm/Partnership firm/Society/Limited Liability Partnership: LLp)/Company incorporated under companies Act, 1956, as applicable).
2.	At least 100 average number of manpower (on the basis of month wise contribution of employee and employer submitted in Format-(फ) for the year 2018 (Total manpower figure of 12 Months/12) as on the bid submission.	Month wise contribution of employees and consolidated annual statement in prescribed format under EPF scheme. Contribution YEAR 2019 in Labour welfare Board-Bhopal, M.P.Format-3(फ) in year 2018 under M.P. Labour welfare Fund Act. 1982 under code.
4.	The firm should have minimum average annual turnover of Rs. 1.0 Crore. (one Crore only during last 5 years.)	CA Certificate showing Average Annual Turnover from providing Manpower Supply Services.
5.	Experience of having completed work order/project manpower supplies with any Government Education/ Institution/ University/Agency/Body of MP State Government for at least one year in a single work order, during last five years.	Client's work completion certificate and work order copy and Labour licencse.
6.	Having own security Training Centre under PASARA Act 2005 issued by PHQ M.P. in the name of tenderer/owner.	

Date:
Place:

Signature of authorized person
Full Name:
Seal

(लिफाफा क्रमांक 1 में समस्त शर्तों संबंधी कागजात प्रस्तुत करने हेतु प्रारूप)

प्रारूप क्रमांक 01

द्वारा:- निविदाकार का नाम व पता

.....
.....
.....

प्रति,

महोदय,

समाचार पत्र का नाम..... में..... दिनांक.....
..... को प्रकाशित निविदा सूचना के संदर्भ में हम वांछित निविदा प्रारूप मेरी/हमारी
निविदा बावत के सुरक्षा कार्य हेतु इसमें वर्णित निर्वन्धनों पर और कार्यालय से अभिप्रात संविदा
की शर्तों पर प्रस्तुत करता हूँ/करते हैं।

- (अ) संस्था का पंजीयन एवं पुलिस विभाग द्वारा जारी मान्यता प्रमाण पत्र।
- (क) 10 लाख रुपये प्रतिवर्ष एवं कम से कम तीन वर्षों का कार्य अनुभव केन्द्र/राज्य के विभाग एवं अर्द्धशासकीय विभागों से संबंधित प्रमाण पत्र। निविदादाता किसी शासकीय/अर्द्धशासकीय विभागों द्वारा ब्लैक लिस्टिड नहीं किया गया हो। (इस संबंध में नोटरी का शपथ पत्र)
- (स) कर्मचारी भविष्य निधि एवं कर्मचारी राज्य बीमा स्वास्थ्य सेवा कार्यालय का पंजीयन क्रमांक।
- (द) आयकर समाषोधन प्रमाण पत्र/पेन नं. संलग्न करना अनिवार्य होगा।
- (फ) सेवाकर पंजीयन प्रमाण पत्र एवं जमा कराने का प्रमाण पत्र।

सहपत्र :-

स्थान :-

दिनांक :-

निविदाकार/आवेदनकर्ता के हस्ताक्षर

घोषणा-पत्र

1. मैं/हम भारत के नागरिक हूँ/हैं।
2. मैं/हम भारतीय संविदा अधिनियम के अनुसार संविदा करने के सक्षम हूँ/हैं।
3. मैं/हम वस्तुओं का असमाधानप्रद प्रदाय करने के कारण मध्यप्रदेश शासन के किसी विभाग द्वारा बहिष्कृत नहीं किया गया हूँ/हैं।

मैं/हम किसी ऐसे ठेकेदार को जो कि मध्यप्रदेश शासन के किसी विभाग द्वारा बहिष्कृत किया गया हो न तो अभिकर्ता हूँ/हैं और न ही उसके लिए कार्य करता हूँ/करते हैं।

स्थान:-.....

दिनांक:-.....

निविदाकार के हस्ताक्षर