

# **MDI GURGAON**

**LIMITD TENDER DOCUMENT**

**FOR HIRING OF MANPOWER**

**Dated: 28.03.2017**

**LIMITED TENDER BID DOCUMENT**

**Engagement of agency for providing man-power for MDI GURGAON**

Sealed competitive bids (in two bid system) are invited by MDI Gurgaon from reputed and registered service providers/firms for providing manpower on outsourcing basis, depending upon the requirements of MDI Gurgaon from time to time as per the terms and conditions set forth in the following paragraphs. The Services of manpower agency would be required initially for a period of ONE year, extendable to two years with mutual consent further subject to satisfactory compliance of terms and conditions of the contract.

**A) Qualifying Criteria** :- The agency should meet the following criteria for evaluation of bids:-

1. Only registered and bona-fide Service Providers/Agencies having experience of at least three years of supplying manpower service to the Ministries/Departments/Govt. Organizations/Public Sector Undertakings / Corporate Sector / Autonomous Bodies / Educational Institutes etc. are eligible to apply. The documentary proof of registration must be attached. The Agency should also attach satisfactory performance certificates issued by Government Ministries/Departments etc. in support of its having rendered satisfactory services to such departments/Institutions, etc. during the last three years.
2. The Agency must be registered with the ESI, EPF, Service Tax authorities and must be in possession of Permanent Account Number (PAN). The documentary proof in these regard should be attached. The Agency should also produce Income Tax clearance certificate (ITCC) for the last three years and Sales Tax Certificate/VAT/ Service Tax.
3. The Agency must have recorded a minimum turnover of Rs. Fifty Lakh in each of the last three years through execution of contractual services of such manpower. The Agency should attach financial statements for the last three years to corroborate their claim of turnover.
4. There should be no legal suit/criminal case pending or contemplated against the Company, Proprietor or any of its Directors (in the case of Pvt. Ltd. Company) on grounds of impropriety or for violation of any of the laws in force. The Agency must enclose declaration to this effect at the time of submission of bid.
5. The bidder should have provided a minimum of 20 persons or more as manpower on outsource on monthly basis.

**B) Quality & Size of manpower:**

**QUALIFICATION AND EXPERIENCE PRESCRIBED FOR VARIOUS WORKERS /  
MANPOWER**

<b>Categories (Strictly on need basis)</b>	<b>Qualification and Experience</b>
Unskilled	Will be shared as and when required
Semi Skilled	Will be shared as and when required
Skilled	Will be shared as and when required

**C) Submission of bills**

The Agency will make payment to the staff on a monthly basis by the 7<sup>th</sup> of each month in the individual bank accounts of the outsourcing staff and need to provide a proof of the same to MDI latest by 10<sup>th</sup> of the month. The Agency will submit the invoice/claim to the MDI Gurgaon on a monthly basis duly supported by proof of disbursement of salary to the staff, in triplicate for payment. The payment to the Agency shall be released within 15 days from the date of receipt of invoice provided the claim of the Agency is found to be in order from all angles. The Tax-deducted at source and such other taxes /levies as are required by law to be deducted shall be deducted from the charges payable to the Agency. The Agency shall furnish details of disbursement made to the staff indicating the amount of remuneration received from the MDI Gurgaon against each individual, amount deducted on account of statutory deductions such as ESI/EPF etc., as employee's share and net amount paid to each individual duly supported by details of payments made to the contractual staff before presenting claim for the next month. The proof of payment of statutory obligations such as ESI, EPF etc. and any other applicable taxes must be furnished by the Agency indicating the names of the employees and the amount deposited in respect of each, failing which subsequent payment to the Agency shall be withheld.

**D) Terms & conditions:**

1. The General terms and conditions are mentioned at Annexure I.
2. Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be selected by MDI Gurgaon and decision of the MDI Gurgaon will be final in this regard. In case MDI Gurgaon in its discretion finds any deployed person as not desirable and not suitable for whatever reasons, if upon so being notified by MDI Gurgaon, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to MDI Gurgaon.
3. The personnel shall be available for work on all office days or shifts as per the requirement of the Institute.
4. There will be a provision of 30 days leave in a calendar year calculated on a pro rata basis (in addition to the gazette holidays applicable in MDI Gurgaon) subject to prior sanction. No carry forwarding of any type of leave to the next year is permissible. No other kind of paid leave will be permitted.
5. The personnel deployed under this contract shall maintain proper office decorum and shall not disclose any secret official information to any unauthorized person.

6. In the event of injury, illness or accidents to any worker, MDI Gurgaon will not be liable to pay any compensation.
7. The workers employed by the Contractor shall be his sole employees and MDI Gurgaon shall not have any relation whatsoever with employees of the Contractor. He will be fully responsible for their acts, conduct and any other liability.
8. The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for MDI Gurgaon. The contractor should pay the exact amount regularly to the outsourced personnel without any additional deduction other than stipulated. Violation of this shall attract a warning / penalty at first instance and may lead to termination or recurring instances. MDI Gurgaon shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.
9. The Agency shall not sub-contract the services of personnel sponsored by them.
10. MDI Gurgaon reserves the rights to award the contract/work in full or in parts to any Agency and also terminate the contract/work at any stage if the performance of the Agency is found to be Not Satisfactory.
11. MDI Gurgaon is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors or finds in its wisdom merit in evaluation parameters.
12. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the MDI Gurgaon shall have the right to claim the damages from the Agency.
13. The Courts at Gurgaon only shall have the jurisdiction for the purpose of this agreement.
14. The contractor will be responsible for opening individual PF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills.
15. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with MDI Gurgaon.
16. The contract may be terminated on expiry of contract or by giving one months notice at the discretion of either parties.

**F. Technical Bids:**

**The technical bids are to be submitted in a separate sealed cover super scribing “Technical bids for hiring manpower at MDI Gurgaon” as per Annexure I. Technical bid.**

**G. Financial Bids:**

**The financial bid is to be submitted in a separate sealed cover super scribing “Financial bid for hiring of manpower at MDI Gurgaon” As per Annexure II. The financial bid shall be valid for a period of not less 120 days after the deadline for submission of bids.**

**H. Submission and Evaluation of Bids:**

The technical bids and financial bids are to be submitted in **separate sealed covers**. Both these covers may then be put inside a bigger sealed cover super scribing **“Bid for hiring of manpower”** and submitted to **The Chief Admin Officer**, Management Development Institute, Gurugram -122007. **The last date for submission of bids in the MDI Gurgaon is 17<sup>th</sup> April 2017 up to 3:00pm.**

**TECHNICAL BID**

1. Name of the Service Provider/Agency
2. Name and address of Directors Address with Telephone/Fax No. E-mail
3. Contact person's name with contact details
4. Essential details:
  - i) Registration
  - ii) Sales Tax Clearance/VAT
  - iii) EPF registration
  - iv) ESI registration
  - v) PAN/TIN No.
  - vi) Labour License No.
  - vii) Experience certificate for the last two years to the effect that there is no litigation pending against the Agency
5. Turnover details for the last three years (supporting document Income Tax return to be enclosed)
6. Details of staff employed by the Agency for its business operations (category wise)
7. Whether the firm has any legal suit/criminal case pending against it for violation of EPF/ESI/Minimum Wages Act or other laws (give details). The Agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against them.
8. List of clients with address and details of contact person.
9. Copy of work order at least one similar annual contract executed successfully and client's completion certificate in the past three financial years in the premises of Govt. Depts. / Public Sector Undertakings etc. (please attach)

We hereby certify that the information furnished above is correct & true to the best of our.

Dated:

Signature of authorized  
signatory  
along with seal

- Note:** (i) Relevant attested documents to be submitted in support of above points.  
(ii) Absence of any such document(s) may render the tender as invalid.

**FINANCIAL BID**

To  
The Director  
Management Development Institute, Gurgaon ,  
Gurugram -122007

**Sub: Submission of Quotation for Supply of Skilled / Semi-Skilled/ Unskilled manpower for various services**

Sir,  
We hereby submit the quotation for various categories of manpower required by MDI Gurgaon as under:

1	2	3	4	5	6	7	8	9
Sl.No	Type of Manpower	Minimum Wage (as applicable)	EPF	ESI	Workmen's Compensation (Ser 3+4+5)	Leave	Service Charge (in %) in percentage of Ser No 6	Remarks
1	Skilled							
2	Semi-Skilled							
3	Un -Skilled							

Note:

1. Service Tax and Education Cess to be paid extra as applicable.
2. The tenderer should quote manpower charges in financial bid strictly in accordance with the minimum wages as decided by the Central Govt. If the rates quoted found below the minimum wages, tender will be rejected.
3. The rate will be revised solely based on the revision of minimum wages, where applicable, as notified by GOI from time to time.
4. **Break up of payment structure must be provided by tenderer along with financial bid.**
5. Rate of Service Charges quoted should be realistic keeping all the aspects in view. A separate sheet should be enclosed (with the Price Bid) giving detailed breakup and justification of quoted Service Charges.

Seal and Sign of Tenderer