

**MAHARSHI DAYANAND UNIVERSITY ROHTAK
SHORT TERM TENDER NOTICE**

Sealed Tenders are invited from reputed Registered Agencies for outsourcing of the services/activities relating to Secretarial, lab, Library, Loading and Unloading works on the University Campus initially for one year. Interested Agencies having experience and necessary support system may submit their bids to the office of the Registrar by **3 : 00 P.M.** on **19.01.2012** alongwith earnest money of Rs. 1,50,000/-. Tender form alongwith detailed specifications of the work and terms & conditions can be downloaded from the University Website mdurohtak.ac.in

REGISTRAR

MAHARSHI DAYANAND UNIVERSITY ROHTAK

TENDER FORM FOR OUTSOURCING OF THE SERVICES/ACTIVITIES RELATING TO SECRETARIAL , LAB, LIBRARY, LOADING AND UNLOADING WORKS

Sr.No. _____

Advertisement No. _____

Tender Form issued to M/s. _____

for outsourcing services.

Signature and Stamp of Issuing Officer

General Terms and Conditions

1. The tender form is not transferable.
2. A copy of tender notice published in two daily newspapers is attached which constitutes a part of the tender form.
3. Request for issuance of tender form should be made on the letter head of the firm addressed to the Registrar. Telegraphic/faxed/telexed offers shall not be entertained.
4. The agency should have completed at least one work of similar nature in a Govt./Semi-Govt./PSU/Private Ltd. Organization of repute having a minimum turn over of Rs. 100 Crore annually providing a minimum of 30 Secretarial/Lab staff during each of the last three financial years 2010-11, 2009-10 and 2008-09 and should have adequately trained and experienced manpower to provide the services.
5. The agency must supply copies of the following documents attested by Ist class Magistrate/Notary Public with the tender:
 - (i) Experience certificate(s) of at least three years in providing similar services from its clients as defined in para 4 above.
 - (ii) Registration Certificate of the firm under appropriate Govt. authorities/Companies Act, 1956 as may be necessary for companies providing such services under Govt. rules.
 - (iii) PAN Card
 - (iv) Service Tax Number
 - (v) List of clients (Central/State Govt. Dept./Universities/PSU/Reputed Private Ltd. Organizations, etc.) having a minimum turn over of Rs. 100 Crore annually alongwith complete addresses and telephone numbers and satisfactory service certificates. Proof showing details of contracts executed during the last three years.
 - (vi) Latest Income Tax Returns filed.
 - (vii) Latest Labour Contract Licence issued by the respective Labour Commissioner/Govt. authority.

6. The agency shall append a certificate with the tender stating that the firm has never been debarred/blacklisted for any reason/period by the any Central/State Govt. Deptt./Agency, etc. If it has been so, particulars of the same may be furnished. Concealment of this fact shall not only lead to rejection/cancellation of the tender/contract, but may also warrant legal action.

In case the work of any contractor, who had worked in the University in the past had not been satisfactory during his contract period he will be debarred from entering into contract and his tender will be rejected without opening by the University.

7. In case a family member or close relative of the agency/service provider is serving in the University in any capacity then a certificate to this effect must be recorded on the offer document. Concealment of this fact will lead to the tender/contract being rejected/cancelled as and when such a fact comes to light.
8. The agency shall submit a copy of the registered partnership deed issued by Sub Registrar/Executive Magistrate. The tender shall be duly signed by the authorized representative. Proof of authorization of the authorized representative who has signed the tender documents will be produced.
9. Each page of tender including annexures must be serially numbered and signed.
10. Earnest money of Rs. 1,50,000/- in the shape of Demand Draft drawn in the favour of Registrar, Maharshi Dayanand University, Rohtak, shall accompany the tender failing which the tender shall not be considered. The earnest money in any other form shall also not be accepted. Earnest Money shall be forfeited if the agency backs out from its offer after opening of the tender. Earnest Money of the unsuccessful bidders shall be returned within 10 days after the date of its opening.
11. The sealed tenders, complete in all respects must reach the Registrar, Maharshi Dayanand University, Rohtak (Haryana) – 124001, latest by 19.01.2012 upto 3.00 P.M.. The tender shall be opened on the same day at 3.30 P.M. in the office of the Registrar, MDU, Rohtak. The agencies or their authorized representatives shall be allowed to attend the meeting of the Tender Opening Committee at their own cost.
12. The Tender Form Fee of Rs. 5000/- will be paid as Bank Draft/Uni. Receipt in favour of the Finance Officer, M.D.University, Rohtak at the time of submission of Tender Form.
13. The tender rates quoted in a foreign currency will not be accepted. Rates should be filled up carefully both in words and figures and without any cutting, erasure or overwriting.

(C) **TOTAL MANPOWER REQUIREMENT:**

The total approximate requirement of manpower to be deployed by the agency on each working day for different services/ activities as under :-

- | | | | |
|--------|-------------------------|---|----|
| (i) | Courier Services | - | 21 |
| (ii) | Lab Attendant work | - | 20 |
| (iii) | Library Attendant work | - | 10 |
| (iv) | Labour services | - | 20 |
| (v) | Binding work in Press | - | 03 |
| (vi) | Clerical services | - | 25 |
| (vii) | Lady Aya/Attendant work | - | 05 |
| (viii) | Hostel Supervisor work | - | 06 |
14. Only energetic and physically fit persons having the qualifications prescribed for each service/activities by the university shall be provided. The university shall be

- at liberty not to accept or having initially accepted return any individual provided by the agency without assigning any reason.
15. The number of manpower may be increased/decreased as per requirement as approved by the University authorities from time to time.
 16. The terms and conditions of work on rates of payment in case of increase or decrease in strength of the personnels will be the same as quoted in the tender.
 17. Agencies will quote the rate of service charges with absolutely no hidden costs in any form or manner.
 18. Initially the contract will be awarded for a period of one year and can be extended/renewed on year-to-year basis for the next two years subject to mutual consent of both the parties, provided the services of the agency are found satisfactory.
 19. Tenders received after due date and time or incomplete are liable to be rejected out-rightly.
 20. Agencies shall follow the two bid system i.e. submit technical and financial bids separately. Both the bids shall be sealed in separate envelopes and both the sealed envelopes containing technical and financial bids shall then be sealed in the third envelope. Following must be superscripted on the sealed envelopes:
 - (i) Envelope containing technical bid only:
“TECHNICAL BID FOR PROVIDING MANPOWER FOR SECRETARIAL & OTHER OFFICE WORK”
 - (ii) Envelope containing financial bid only:
“FINANCIAL BID FOR PROVIDING MANPOWER FOR SECRETARIAL & OTHER OFFICE WORK”
 - (iii) Envelope containing both technical and financial bids:
“TECHNICAL AND FINANCIAL BIDS FOR PROVIDING MANPOWER FOR SECRETARIAL & OTHER OFFICE WORK”
- Envelopes without the above superscription may be rejected.
21. The agency appointed for providing above services shall enter into a binding agreement/MoU with the University for the Execution of services wherein all the obligations of both the parties shall be spelt out.
 22. Agencies with a turnover of less than Rs. 50.00 lac during each of the last three years (2010-11, 2009-10, 2008-09) for providing similar services will not be entertained. Proof of business shall be attached with the technical bid.
 23. The price bids of only those tenderers will be opened who qualify the pre-qualification requirements as laid down in the tender documents.
 24. Security deposit of Rs. 6.00 lac including the earnest money of Rs. 1.5 lac will be deducted from the amount of the first five monthly bills and retained until three months after satisfactory completion of the service contract.

DECLARATION

I/We (Name) _____ do hereby solemnly affirm and declare that the facts stated in the Technical Bid No. _____ dated _____ and Financial Bid No. _____ dated _____ are correct and true to the best of my/our knowledge and belief and that nothing has been concealed therein. In case of any concealment or misrepresentation detected at any stage, I/We will be liable to legal action under Section 182 and Section 415 read with Section 417 and 420 of the Indian Penal Code as the case may be.

(Signature of the quotee)

Place _____

Date: _____

Name _____

25. Right of acceptance/rejection of any or all the tenders rests with the University without assigning any reason and the decision in all such matters shall be final and binding on all Tenderers.
26. The mere fact of having quoted the lowest rates shall not vest in an agency any right to be considered for award of this contract. Other important considerations such as financial viability, experience, possession of trained, qualified and experienced manpower and administrative structure required for efficient execution of services, etc. shall also be taken into account while considering each bid. An agency submitting a bid which is considered as unrealistically low and/or financially unworkable in view of the existing policy/instructions of the State Govt. relating to minimum wages, a reasonable margin of contractor profit etc. shall be out-rightly rejected.
27. The agency shall indemnify/compensate MDU and its properties for all losses/claims caused/ likely to be caused due to any omission/neglect/action, legal demand, proceedings, prosecutions, attachments, non payment of taxes, non-clearance of liabilities, non-observance of statutory law/rule of the local bodies/state/central government and the like arising due to agency's or its workmen's fault and/or on account of any deficiency on their part.
28. It must be noted that unsealed tenders and/or tenders not accompanied by EMD and those received after due date and time shall be rejected.
29. The tender must be valid for a period of at least three months from the date of its opening.
30. Agency shall be responsible for safe custody and service ability of any equipment, machine, tools and stores provided by the University to its the workmen for day-today use.
31. The Agency shall have to submit an indemnity bond to indemnify the University with regard to damage done/caused to any property of the University and with regard to any litigation whatsoever involving the rights and welfare of the personnels engaged by it in connection with this contract.
32. The workmen should have the qualification as prescribed by the University for the said activity/service.

33. The payment terms shall be as under:
- (i) The agency shall make the payment of remuneration to the workmen through cheque on the basis minimum wages fixed by the Govt. of Haryana by 7th of every preceding month alongwith proof of depositing contribution of EPF and ESI in respect of the each workman; and shall claim from the university by enclosing the necessary supporting documents/proofs.
 - (ii) Payments of the bills shall be made to the agency as early as possible after submission of bills and subject to satisfactory execution of the work as certified by the Concerned HODs/Branch officers of the University alongwith absentee reports. The certificate shall invariably be recorded on the bill itself.
 - (iii) Amounts towards Income Tax and any other statutory taxes/cesses/levies as applicable under govt. rules shall be deducted at source and deposited with the quarter concerned.
34. The University shall not be responsible for payment of any claim whatsoever made by any individual engaged by the agency. The Agency will ensure all the standard safety precautions required for the job and ensure that its workmen are insured to cater for any mishappening and/or injury sustained during discharge of duty in relation to this contract.
35. The University shall not be liable for discharging any financial, judicial and/or administrative commitments made by the agency to any entity whatsoever in relation to this contract. In respect of quantum of wages, procedure of payment and protection of other statutory rights of employees, the agency shall adhere to the following instructions of the Govt. in letter and spirit:
- (i) The agency being the Principal employer of its workers, shall be solely responsible for fulfilling obligations towards its staff under various laws such as Minimum Wages Act, 1970 (Act 37 of 1970). Employee State Insurance Act 1948 (Act 34 of 1948). The Contractor/Agency shall be responsible for payment of wages of its staff (alongwith ESI, EPF, Maternity Benefits, etc.) at the rates notified by the Haryana Govt. under Minimum Wages Act from time to time. The Agency shall ensure the same and shall supply along with the bill monthly dossier in the format enclosed at Appendix - I to University. The tender rates will be based on these rates prevailing as on 19.01.2012. Thereafter tender rates for persons will be adjusted to the extent of 100% of the percentage increase of minimum wages of the workman.
- Rates will be rounded off to the nearest rupee. No other increase in tender rates will be permissible on any other account except for variation in amount of statutory taxes/levies on services mentioned in the DNIT, which will be payable /deductible on actual basis.
- (ii) The Agency shall make payments of wages to its employees through account-payee cheques and in case of default, the University may consider terminating the contract.

- (iii) In case of termination of employment due to reduction in requirement of staff, such workers who lose employment should be considered for re-employment by the contractor when he redeploys or engages staff to meet increased requirement of manpower.
36. The University shall have further right to impose penalty, adjust or deduct any of the amounts on account of damages or losses including loss of reputation caused to the University due to any act of omission or negligence by the contractor or his workers/employees from his running bills and/or his security deposit. The Registrar, M.D. University, Rohtak shall be the sole authority to decide the penalty in each such case.
- (a) **The required trained Manpower not employed as per terms of the contract:-**
- Penalty:** Registrar will assess the deficiency in service and the cost saved by the contractor. The penalty shall be equal to the cost so saved plus 20% on each occurrence.
- (b) **Service not provided properly:**
- Penalty:**
- (i) Say a given job is not carried out properly or there is a complaint of rude behaviour by workmen engaged, etc. In such eventuality, Controlling Officer, i.e. Registrar may impose a penalty on the agency @ Rs. 2000/- for each such occurrence and intimate the agency in writing immediately each time. Copy of all such letters shall be endorsed to the Finance Officer, and
- (ii) In addition, the cost incurred by MDU in securing the deficient service to its satisfaction, if any.
37. A register will be maintained in the office of the agency showing manpower deployed on each day at different Depts/Branches.
38. Terms and conditions printed on invoice of the agency if any shall not be binding on the University. Acceptance of the work order shall be construed as the agency's complete agreement to all the terms and conditions contained in the agreement to be signed by both the parties.
39. Any dispute arising with regard to any aspect of the contract shall be settled through mutual consultations and agreement between the contractor and the University. In case settlement is not arrived at, the dispute(s) will come under the purview of Indian Arbitration Act and the area of jurisdiction shall be Rohtak. The arbitrator shall be appointed by the Vice-Chancellor.
40. MDU reserves the right to negotiate with any or all the tenderers.
41. That the successful tenderer/contractor shall not engage overtly or covertly any sub-contractor or transfer the contract to any other person/firm either wholly or in part.

42. **Amendment to the agreement:**
The obligations of agency and of MDU will be spelt out in the agreement. However, during the operation of the agreement, circumstances may arise which may call for amendment or modification in the terms and conditions of the agreement. In such a situation, the amendments/modifications as may be mutually agreed upon shall be incorporated in the agreement.
43. The agreement can be revoked by the Vice-Chancellor, M.D. University, Rohtak without assigning any reason after giving 24 hours notice. In case of any dispute, the same shall be referred to the Vice-Chancellor for arbitration whose decision shall be binding upon both the parties and no representation whatsoever will be entertained.
44. **Doubts/Ambiguities:**
If any doubt or ambiguity arises as to the meaning and/or effect of any provision(s) of the agreement, the same shall be referred to the Vice-Chancellor for clarification and his decision thereon shall be final and binding on both parties.
45. All instructions/directions of the Controlling Officer, HODs/Branch Officers and compliance reports thereof by the agency shall be in writing. There shall be no verbal communication in these matters.
46. Whenever there is duplication in any clause either in the terms and conditions of this tender or in those of the Agreement, the clause which is considered more beneficial to MDU, Rohtak will be taken to be final.
47. If the performance of the agency is not found to be satisfactory at any time during the contract period, the University shall be at liberty to terminate the contract without any liability on its part by giving one month's notice.
48. There shall be a prebid meeting in the office of the Registrar at **11:00 A.M.** on 19.01.2012 which all prospective bidders may attend for seeking clarification on any matter relating to the tender.

