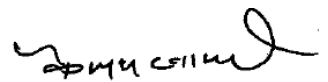


SCHEDULE OF TENDER

1.	Tender No.	MGAHV/03/2010
2.	Availability of Tender on the University Website	From 17.03.2010 to 26.03.2010 (till 01:00 PM)
3.	Date of sale of tender documents	As above
4.	Last date of receipt of complete tender	26 March 2010 (01:00 PM)
5.	Time and date of opening tenders	At 03.00 PM on 26.03.2010 at MGAHV, Panchateela, Wardha.
6.	The Cost of the Tender	Rs 500/- (Rs Five hundred only) thorough DD in favour of Finance Officer, MGAHV, Wardha
7.	Earnest Money Deposit (Tender will not be considered without EMD deposit)	Rs 50,000/ (Rs Fifty thousand only) through Demand Draft drawn in favour of Finance Officer, MGAHV, Wardha.
8.	Terms & Conditions	Enclosed to be signed and enclosed along with the tender.
9.	7 Proforma for refund of EMD	Enclosed matter may be submitted on firms letter pad affixing Re. 1/- revenue stamp for refund of EMD.
10.	Mode of submitting tenders	Quotation (1 set only) for quoted item is to be attached.

NOTE :- Tender documents should be downloaded from the website of the University www.hindivishwa.org and accompanied with DD for Rs. 500/- (Rs Five hundred), cost of tender document and DD for Rs 50,000/ (Rs. Fifty thousand) as EMD without which tenders will not be entertained.



Registrar

QUOTATION SHEET FOR MAN POWER SUPPLY

Full name and address of the tenderer should be quoted in all communication to this office	
Telephone/Mobile No.	

Tender No. : MGAHV/03/2010

Nature of Work : Man Power Supply

Earnest money deposit : Rs. 50,000/- (Rupees Fifty thousand only)

Security Deposit : 5% of the Contract amount in form of DD only in favour of Finance Officer, MGAHV, Wardha (Mh)

S. No.	Particulars						
1	Wages per month	Shall be fixed by the University/Government keeping in view qualification, experience etc.					
2	EPF						
3	ESI						
4	Service Tax						
5	Contractor's commission/ service charge						

Note:

1. EPF rate & Service Tax shall be as per Rules applicable to Central Government.
2. Service Charge must be quoted in % (Percentage).

**GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE
CONTRACT FOR MAN POWER SUPPLY**

1. **Manpower Requirements:** There is requirement for various manpowers in skilled, semi-skilled & experienced category in the University. List of the requirement will be provided at the time of award of contract.

2. **Personnel:**
 - (a) The selected agency shall provide necessary personnel to the University according to requirements at the approved rates. The agency shall employ good and reliable persons with clean record.
 - (b) The personnel so provided by the agency under this contract will not be the employees of the University and there will be no employer-employee relationship between the University and the Personnel so provided.
 - (c) The agency shall be wholly responsible for paying monthly wages to the personnel at the University and the University shall in no way be responsible for meeting any kind of expenditure or wages etc. to these personnel. The agency shall be fully responsible for providing leave benefits, weekly off, national and festival holidays etc. to the personnel deployed and as and when any of the personnel employed proceeds on leave or absents himself, it will be the prime responsibility of the agency to provide a substitute immediately.
 - d) The University will not directly employ any personnel of the agency during the period of contract and also after the termination of the contract.
 - e) The contractor should give his consent to discharge all legal obligations in respect of their employees regarding their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them viz. statutory obligations under Contract Labour Abolition and Regulation act 1970.
 - f) The contractor shall employ the personnel only after selection by the University. No personnel so engaged shall be removed without consent of the University.

- f) It shall be incumbent upon the contractor to register himself with the appropriate authorities under the Contract Labour Abolition and Regulation act 1970 and should have a licence from the appropriate authorities on the due date of the tender.
- g) The University will not be responsible either to the contractor or to its personnel for any injuries/death or any kind of loss occurred during the course of their service.
3. **TERM OF THE CONTRACT:** The term of the contract will be initially for a period of 6 months. On the expiry of the contract the University reserves the right to renew the contract on the terms and conditions that may then be mutually agreed upon but may be terminated if the services are not found satisfactory.
4. **MODE OF PAYMENT:** The agency shall submit monthly bills for the services rendered during the preceding month on the first working day and the University shall make payment by means of a crossed cheque drawn in favour of the agency by the 10th working day of the month.
5. **TERMINATION:** This contract can be terminated by giving one-month notice by the University and two month notice by the contractor.
6. **SECURITY DEPOSIT:** The selected agency for the man power supply work will have to make security deposit (refundable) @ 5% of total Contract value in the form of Demand Draft only in favour of Finance Officer MGAHV, Wardha within two weeks from the award of the contract. The earnest money deposited by the successful tenderer will be adjusted towards security deposit.
7. The manpower supply agency should have an experience of at least **05** years in providing man power services to Govt. Organization (Central & State), Autonomous/ statutory body or Public Sector undertaking.
8. The annual turn over of the tendering firm should not be less than 01 (One) Crore. Audited Balance Sheet for last three years should be enclosed along with tender.

9. The tenderers are required to submit following documents along with tender documents:
 - i. Experience certificate for **05** Years.
 - ii. Service tax payment certificate for last **three** financial years.
 - iii. Registration certificate from both Central and State Labour Commissioners.
 - iv. Satisfactory Performance Report from any two Govt. Offices (Central/State) for last **three** years.
 - v. No dues/inspection Report issued by ESI/EPF offices for last **three** financial years.
 - vi. Audited Balance-Sheet for last **three** years.
10. Contractor has to provide manpower immediately as per schedule on receipt of work order.
11. In case Tenderer wants to furnish in a separate covering letter any additional information/particular of quoted condition, which can not be accommodated in the tender form, it can be given by means of a note in the tender form/schedule.
12. The right to accept or reject the tender will rest with the Vice-Chancellor, MGAHV, Wardha who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason there of.
13. Lowest quoted rate alone will not be the criteria but experience, satisfactory performance in government agencies, payment of service tax, no dues of EPF, financial status, better coordination etc. will be deciding factors for finalization of the contract. The decision of Vice-Chancellor will be final and binding on all the tenders.
14. The security deposit will be forfeited in case of violation of any clauses mentioned in the agreement.
15. It will be obligatory on the part of contractor to enter into an agreement with the Registrar MGAHV, Wardha on Non-judicial stamp paper of Rs 100/- within 07 days from date of receipt of the letter of acceptance of the tender.

16. All the correspondence from the MGAHV addressed to the contractor shall have to be received by the contractor or his representative on behalf of the contractor.
17. Income tax will be deducted at source as per rule in force. Service tax if applicable shall be paid as per rule to concern authority by the contractor only.
18. All questions, disputes or differences in connection with the contract, if not concluded shall be subject to exclusive jurisdiction of the court within the local limit i.e Wardha.
19. Conditional offer or late received tender will not be accepted.
20. The Monthly payment to the contractor who is awarded the contract will be made through finance officer, MGAHV Wardha. **It is mandatory that minimum wages as prescribed by the University/Government from time to time, are to be paid to the workers by cheque in front of the authorized officer of the university by 10th of every month.**
21. **The successful tenderer shall have to open the account in the Bank Of India, University campus branch. All the transaction shall be made through Bank of India only.**
22. It will be the responsibility of the Contractor to pay to the concerned authority the EPF contribution **(Employer's and Employees)** in respect of his employees to be engaged for carrying out the work at this University **and submit monthly EPF contribution (Employer's and Employees) challan duly stamped by EPF Organisation** with respect to the total number of employees employed by the Contractor in MGAHV, Wardha .
23. On acceptance of the tender the successful tenderer/contractor shall communicate the name(s) of his authorized representatives, if any, who would be responsible to take instructions from the authorized officer of this University for executing the work order.
24. The tenderer will not be considered for award of work, if his near relative is posted in any capacity at MGAHV, Wardha.

25. If any dispute regarding the payment and regularization of workers arises in Court, all the legal expenses borne by the University will become the liability of the contractor, and will be deducted from the amount payable to the contractor.
26. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
27. Before tendering the tenderer shall inspect the site to fully acquaint himself about the condition in regard to nature of work required to be performed/executed. No claim whatsoever on such account shall be entertained by the MGAHV, Wardha any circumstances.
28. Except writing rates, the tenderer should not write any conditions or make any changes, addition, alterations and modification in the printed form of tenders.
29. Tenders which do not fulfill all or any of the above conditions or incomplete in any respect are liable to rejection. There should be no cutting or overwriting. The cuttings if any should be duly attested. Unattested/amended/overwritten figures will not be considered. The tenderer should write rates both in figures and in words.
30. The contractor shall not sublet this contract or any part thereof to any other party.
31. The personnel engaged by contractor will not be on the payroll of the University.
32. In case integrity, character and behavior of any of the contractor's personnel is found doubtful, he would be replaced by contractor on receiving instructions from the authorized officer.
33. Any loss/damage to University property or its interest the Vice-Chancellor will impose sufficient penalty for the same. The Vice-Chancellor MGAHV, Wardha shall have absolute right to impose penalty for unsatisfactory services rendered by the contractor.
34. The decision of the VC MGAHV, Wardha regarding any disputes whatsoever arising out of the contract will be final and binding on the contractor.

35. The schedule of the tender form along with **Annexure-I & II** should be returned intact after signing each and every page by the authorised signatory. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases, reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary, it should be communicated by means of a separate letter along with full justification. This tender notice contains total of **8** pages.
36. The tender is liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tender is not fully filled in. Individual signing the tender or other documents connected with the contract may specify whether he signs it in the capacity of (i) sole proprietor of the agency or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be a partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney, of (iii) constituted attorney of the firm if it is a company.
37. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related document must be signed by every partner of the firm.

I have gone through the terms and conditions given in the tender document and the same are acceptable to me.

Signature of the tenderer

Annexure - III

PROFORMA FOR REFUND OF EMD

(To be submitted on the letter head of the firm submitting tender)

To,
Registrar,
Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya,
Panchteela, Umari,
Wardha-442001

Subject :- Request for refund of EMD against Tender No. **MGAHV/03/2010** due on **26.03.2010**.

Sir,

I request you that the EMD deposited by me against tender No. **MGAHV/03/2010** due on **26.03.2010** quoted for the items as per details given below may kindly be refunded .

Sl. No. Name of the equipment DD No. & date Amount

01

02

Yours faithfully,

Signature

PRE-RECEIPT

Received Rs. _____ (Rupees _____ only) from Registrar, MGAHV, Wardha (MH) against refund of EMD deposited against tender **MGAHV/03/2010** due on **26.03.2010**.

(SIGNATURE)

With affixing Rs.1/- revenue stamp

