

**ASSOCIATION OF INDIAN UNIVERSITIES
AIU HOUSE, 16 COMRADE INDRAJIT GUPTA MARG
NEW DELHI – 110002**

FILE No: AIU/Estt./Empanelment of Manpower Agencies/2024

Dated: 22.11.2024

**NOTICE INVITING TENDER FOR EMPANELMENT OF MANPOWER
AGENCIES**

1. GENERAL:

Association of Indian Universities (AIU) invites Bids from duly registered Manpower Service Providers/Organization based in New Delhi/NCR for a period of five years and extendable on year to year basis on mutual consent basis.

1	Last date for receipt of Bid	06.12.2024
2	Opening of Bid of the Tender	09.12.2024

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 at its present Office address.

2. STAFF REQUIREMENT:

Contractual manpower (Data Entry Operator (DEO)/MTS/Assistant/Security Persons/House Keeping/etc.) as per the eligibility specified and need indicated by AIU from time to time.

3. WAGES/REMUNERATION:

- (a) The minimum wage rates (monthly wages) will be strictly according to the rates as notified by the Labour Department, Government of NCT.
- (b) The person deployed by the agency shall be entitled to 08 paid Casual leave in a calendar year on pro-rata basis.

4. SUBMISSION OF TENDER:

- (a) The sealed bid may be submitted to the Under Secretary (Admn./Estt.) at the below mentioned address on or before the last date of submission:

**UNDER SECRETARY (ADMN./ESTT.)
ASSOCIATION OF INDIAN UNIVERSITIES
AIU HOUSE 16, COMRADE INDRAJIT GUPTA MARG OPPOSITE
NATIONAL BAL BHAWAN, NEAR I.T.O., DELHI 110002
011- 23230059 (EXT. 229)**

- (b) 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 right to accept or reject all the bids without assigning any reason.

- (c) 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”.
- (d) The PAN, GST Number, ESIC & EPF registration number of the firm should be indicated including attaching a copy each of such Certificates/documents.
- (e) The tenders of the firms which do not have any of these will not be considered.
- (f) The bidder shall abide by the terms & conditions of the tender strictly.

5. REQUIREMENT FOR BID:-

The Bid should contain the documents/information as per Annexure-I. Before submitting the tender document the agency should ensure that it is eligible as per the terms of the tender document, including the following conditions:

- (a) The Service Provider/Agency/Firm is duly registered with all the Statutory Bodies.
- (b) The bidder should have the experience of providing skilled manpower, of similar nature, in at least two Organizations /PSUs/Departments of Government of India during the last two years. Copies of ongoing job orders and particulars of contract officer in the concerned Govt. Department/Organizations/PSU if any, are to be provided with the bid for the purpose of verification.

6. OTHER TERMS AND CONDITIONS:

- (a) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- (b) 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, Adhaar card, PAN etc.) of each worker has to be provided by the agency while deploying him in AIU.
- (c) 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.

- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) In case any of the persons 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/disobedient workers at any point of time and without assigning any reason.
- (j) The Agency shall keep the AIU indemnified against all claims whatsoever in respect of the employees deployed in AIU at various points 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.
- (k) The deduction of IT-TDS and GST TDS from the bills of the Agency will be made at source as applicable from time to time.
- (l) 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.

- (m) 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.
- (n) The Agency shall disburse the wages to its workers deployed in AIU before 7th of each month through their bank accounts. The agency shall submit the monthly bill latest by 10th of the month, along with-
 - Tax Invoice B2B
 - Attendance sheet, certified by AIU and Agency
 - EPF Challan & Return of preceeding month
 - ESIC Challan & Return of preceeding month
 - Bank UTR details showing payment to manpower
 - Net payment calculation sheet duly self-certified
 - Employer part of ESIC & PF Contribution

to AIU. In the bill, the agency will clearly indicate the break-up of monthly payment details of each category of outsourced staff along with 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, and also submit the same with wage bill to AIU.

- (o) 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 along with 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.
- (p) 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.

- (q) While submitting the bill for reimbursement, the service provider will submit the copies of documents such as deposit challan along with 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.
- (r) All the statutory/ legal liabilities will be handled by service provider/ agency and AIU will not be liable for the same in any circumstances.
- (s) 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” 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.
- (t) B2B GST Invoice is required to be raised in compliance to GST Act, if applicable.

7. VALIDITY OF THE CONTRACT, VIOLATION & PENALTY, ETC.

- (a) The job contract will be awarded initially for a period of five years extendable on year-to-year basis 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.
- (b) 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.
- (c) 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.

- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.

8. TERMINATION OF CONTRACT

- (a) 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.
- (b) 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.

9. ARBITRATION:

- (a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement, or matter whatsoever shall, before/after completion or abandonment of work or during the extended period, hereafter arises between the parties, as to the meaning, operation, or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by AIU.

- (b) If the Arbitrator to whom the matter is referred initially dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for AIU to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it if both the parties consent to this effect, failing which the Arbitrator shall be entitled to proceed de novo.

10. FORCE MAJURE:

- (a) If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restrictions or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within seven days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of AIU as to whether the operation has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

11. JURISDICTION

- (a) All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Delhi / New Delhi only.

ANNEXURE-I

BID FOR SUPPLY OF MANPOWER TO AIU

FILE NO:

Dated:

A. DETAILS OF FIRM/ VENDOR/ AGENCY ETC.

	Particulars	Required information
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	Number of organizations where similar manpower contract has been undertaken in the last two years (should not be less than two organizations in each year) (Detailed Information as per annexure-II attached)	
12	Whether the firm have defaulted from payment to Govt./Workers dues at any point of time or Black listed by Govt. Department/ PSU, etc.	
13	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)	
14	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.	
15	Last 3 years Turnover Certificate.	
16	No Loss in last 3 years.	

B. FINANCIAL PART:

1.	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 (excluding GST):	
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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_____.

(Signature of Authorized person with Seal of the Company/ Firm/ Agency/ Contractor)

Name:

Designation:

Office Address:

Phone(Office):

Date:

Place:

ANNEXURE-II

DETAILS OF OTHER ORGANISATIONS WHERE SIMILAR CONTRACTS WERE UNDERTAKEN DURING THE LAST TWO FINANCIAL YEARS

(At least two such contracts are mandatory in each year)

FILE No:

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.

(Signature of Authorized person with Seal of the Company/ Firm/ Agency/ Contractor)

Name:

Designation:

Office Address:

Phone(Office):

Date:

Place: