

Ref. No.: MDIM/Admin./Manpower/NIT/2023/185

Date: 06.12.2023

Sealed tenders are invited from a professional manpower outsourcing agency fulfilling all terms and conditions for providing different categories of manpower service on outsourced basis at 'Management Development Institute Murshidabad'. The estimated cost of the tender is approx. **Rs 54.00 Lakhs**. Firms/agency willing to participate in the tender may download the tender documents from the institute website: [www.mdim.ac.in/tender](http://www.mdim.ac.in/tender)

S. No.	Particular	Date/Remarks
01	Tender for Supply of Manpower (Skilled, Semi-skilled, Un-skilled & clerical) purely on outsourced basis.	
02	Bid Document Download from website	6 Dec 2023/ 11:00 hrs. onwards <a href="https://mdim.ac.in/tender">https://mdim.ac.in/tender</a>
02	Time and last date of depositing Tender	14:00 Hrs of 27.12.2023
03	Time and Date of opening of Tender	14:30 Hrs of 27.12.2023
04	Minimum Validity of tender offer	<b>120 Days</b>
05	Estimated cost of tender	<b>INR 54.00 Lakh per annum</b>
06	EMD: Rs. 50,000/- (Rupees Fifty thousand only) to be paid through a Demand Draft or NEFT in favour of "Management Development Institute Society", issued by any nationalized Scheduled bank payable at Jangipur/Raghunathganj. For NEFT: Bank A/C No.: 33987582978, IFSC: SBIN0012355, SBI Omarpur Branch. The DD/NEFT UTR No. should be attached with The application form, in the envelope of the Technical Bid, without which the bid would not be considered valid.	<b>INR 50,000/-</b>
07	Duration of Contract	Initially for One year from the date of award of contract. However, the same may be extended further based on performances & mutual consent.
08	Performance/ Security Guarantee	5% of the annual contract value

1. Total estimated cost of the tender is approx. Rs 54.00 Lakhs.

## 2. EARNEST MONEY DEPOSIT

An Earnest Money Deposit (EMD) should be submitted in the bid of the tender, without which the tender shall be invalid. The amount of EMD will be **Rs 50,000/-** (Rupees Fifty Thousand Only) payable in the form of Demand Draft or NEFT in favour of "Management Development Institute Society", issued by any nationalized Scheduled bank payable at Jangipur/Raghunathganj.

For NEFT: Bank A/C No.: 33987582978, IFSC: SBIN0012355, SBI Omarpur Branch.

The DD/NEFT UTR No. should be attached with the application form, in the envelope of the Technical Bid, without which the bid would not be considered valid.

In case of unsuccessful bidder, the EMD will be refunded to them against written application without any interest accrued thereon at the earliest and after the acceptance of the contract by the successful bidder.

In case of successful bidder, after acceptance of the work order, the EMD shall be refunded on receipt of the Performance Bank Guarantee (PBG) of Rs. 2.7 lakhs from any nationalized/scheduled commercial bank, drawn in favour of "Management Development Institute Society" enforceable at Raghunathganj/ Jangipur for safeguarding the interest in all respects.

The PBG shall remain valid for the period of the 13 months from the commencement of the contract.

*D. Gupta*

### 3. DETAILS OF MANPOWER REQUIREMENT ON OUTSOURCE BASIS

The present requirement of manpower is as under:

**Electricians (3 nos.), Plumbers (2 nos.), Carpenters (1 no.), Mali (1 no.), Garden helpers (5 nos.), Library Assistants (2 nos.), Office Assistants (5 nos.), Medical Staff (1 no.), Driver (1 no.).**

**The above requirement may increase/decrease as per the requirement of the Institute.**

### 4. Eligibility

The agency should meet the following criteria for evaluation of bids:-

- a. Only registered and bona-fide Service Providers/Agencies having experience in preceding five (05) 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 their clients in support of its having rendered satisfactory services during the last five (05) years.
- b. The Agency must be registered with the ESI, EPF, GST 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 Return/Acknowledgement certificate for the last three years along with GST return Certificate (Form 3B).
- c. The bidder must have Trade Licence for such manpower supply/outsorce work.
- d. 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.
- e. The bidder should have provided a minimum of 10 persons or more as manpower on an outsource on monthly basis.
- f. Those who are fulfil the eligibility criteria as defined in the above, will be considered for opening of their Financial Bid.

### 5. Documents to be submitted by the bidder:

- a) Copy of Trade license
- b) Copy of Labour license (can be submitted after award of contract)
- c) Details of the Bank Account of the firm.
- d) Copy of PAN Card.
- e) Copy of Income Tax Return/Acknowledge Certificate of last 03 years
- f) Copy of GST Registration (Regular / Composite)
- g) Copy of GST Return Certificate (Form 3B) of Last 03 years
- h) Copy of Provident Fund Registration certificate
- i) Copy of ESI registration certificate
- j) EMD of Rs. 50,000/-
- k) Self-Declaration for Non Black Listing (as per the proforma attached)
- l) Experience certificate (preceding 5 years)
- m) Duly filled Form-I (Technical Details)
- n) Duly filled Form-II (Proforma for details of similar contracts)
- o) Duly filled Form -III (Financial details)

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## 6. GENERAL TERMS AND CONDITIONS

1. The agency has to submit Performance Security of Rs. 2.7 lakhs in favour of “**Management Development Institute Society**” in the form of Bank Guarantee or Term Deposit.
2. The agency shall withdraw/replace such manpower who are not found suitable by the office for any reasons immediately, if such request is made in writing.
3. The agency alone shall have the right to take disciplinary action against any of its manpower engaged by it, while no right shall vest in any such manpower to raise any dispute and/or claim whatsoever against MDIM. MDIM shall under no circumstances be deemed or treated as the Employer in respect of the manpower engaged/employed by the agency for any purpose, whatsoever, nor would MDIM be liable for any claim(s) whatsoever, of any such manpower.
4. It is clearly understood by the agency that the manpower engaged/employed by the agency for providing the services as mentioned in the work order shall at no point of time be said or deemed to be in the employment of the MDIM and shall be the employees of the agency only and not of the MDIM.
5. The agency’s personnel shall accordingly have no claim or right to any benefit/compensation/absorption/regularization, etc. with the services at MDIM, under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or Industrial Relation Code, 2020 or the Occupational Safety, Health & Working Condition Act, 2020 or any other law relating thereto. Undertaking from the persons to this effect will be required to be submitted by the agency to MDIM before engaging/deploying them at MDIM.
6. The agency shall be solely responsible for the redressal of grievances/resolutions of dispute relating to manpower deployed. MDIM, in no way, is responsible for settlement of such issues whatsoever.
7. MDIM shall not be responsible for any damage, losses, claims, financial or other injury to any manpower deployed by the agency in the course of their performing the functions/duties or for payment towards any compensation.
8. In case of termination of the work order/contract on its expiry or otherwise, the manpower deployed by the agency shall not be entitled to and will have no claim, for any absorption nor for any realisation for absorption in the regular/other capacity.
9. The agency’s personnel deployed in MDIM should be polite, cordial, positive and efficient, while handling the assigned work and their actions should promote goodwill and enhance the image of the Institute (MDIM). The persons deputed shall not be below the age of 18 (eighteen) years.
10. The personnel shall be available for work on all office days as per the requirement of the Institute.
11. There will be a provision of paid leave @ 12 days per year & 6 days paid leave per year on account of medical/sickness. Medical/Sickness leave is non-encashable & non-cumulative. No carry forwarding of any type of leave to the next year is permissible. No other kind of paid leave will be permitted.
12. The agency shall be responsible for any act of indiscipline on the part of the manpower deployed. In case the outsourced manpower lack in discipline and their quality of work deteriorates during the course of their service, the agency shall provide replacement services of suitable outsourced manpower.
13. The outsourced manpower engaged by the agency shall not entitle for any right to even continued service as outsourced personnel for any particular period. MDIM shall not be under any obligations to outsource them through present or any future service provider (Agency) for any period at any point of time whatsoever. They shall not claim such right before any authority or in any court of Law.
14. The agency shall engage such a number of manpower as required by MDIM from time to time. The said manpower engaged by the agency shall be the employees of the agency and it shall be the agency's duty to pay salary and other dues as applicable every month. There is no master & servant (Employer and Employees) relationship between MDIM and the manpower deployed by the agency. Further that the said person of the service provider shall not have any claim for absorption in MDIM.
15. The Outsourcing manpower agency has to ensure the police verification of deployed manpower.
16. The outsourced manpower provided shall be under the direct control and supervision of the agency. However, they shall comply with the oral and written instructions given to them on a day to day basis, by the officer(s) authorized by MDIM from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by MDIM.
17. MDIM shall have the right to increase/decrease the number of outsourced manpower to be hired as per administrative requirements in future.

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18. MDIM shall not undertake any monetary liability other than the agreed contract value payable to the agency. If MDIM is required to bear any liability other than the contract value, MDIM will recover such an amount immediately from the following payment due to the agency or from performance security as the case may be.
19. The agency shall supply a copy of confirmation from their employees regarding acceptance of employment at agreed wages in advance.
20. The agency's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements and administrative/organizational matters as most are of confidential/ secret nature.
21. The agency provider shall provide suitable uniforms & safety appliances to certain categories of staff. The cost will be reimbursed by the MDIM.
22. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of the statutory obligation under all related legislations as applicable to it from time to time including Minimum Wages Act, Employment Provident Fund, ESI Act etc. and we will not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of the obligation. The agency will be required to provide particulars of EPF, ESI of its employees engaged under it.
23. The agency must ensure that the wages of their deployed staff are released within 7 (seven) days of the following month, irrespective of receipt of payment from MDIM.
24. The agency shall pay wages as decided by MDIM from time to time to all deployed staff depending on their performance and experience. The agency shall issue salary slip to all deployed staff on a monthly basis accordingly.
25. No wage/remuneration will be paid to any staff for the days of absence from duty. This applies when there is no leave balance in account of the manpower.
26. The agency shall provide suitable replacement of any person leaving the job at the earliest at no extra cost.
27. MDIM will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the outsourced staff at the approved rates.
28. Either party can terminate the agreement /contract by giving 1 (one) month notice in advance. If the agency fails to give 1 (one) month notice in writing for termination of the agreement/contract, then Performance Bank Guarantee (PBG) will be forfeited.
29. The personnel of the agency shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent. The personnel must not in any way act against the interest of MDIM.
30. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the agency/service provider.
31. That the agency/service provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of the statutory obligation under all related legislations as applicable to it from time to time including Minimum Wages Act, Employment Provident Fund, ESI Act etc. and we will not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of the obligation. The agency will be required to provide particulars of EPF, ESI of its employees engaged under it. **If any manpower engaged is not covered under ESI, he/she entitled to Mediclaim, personal accident benefit from the agency/service provider and cost will be reimbursed by the MDIM.**

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### 7. Technical Details

The technical details (Form I & II) are to be submitted in a separate sealed cover super scribing "Technical bid for providing Outsourced Different Category of Manpower at Management Development Institute Murshidabad Campus" as per Form I & II. Technical bid which will be analysed on the basis of soundness of the party in providing service.

### 8. Financial Bid

The financial bid is to be submitted in a separate sealed cover super scribing "Financial bid for providing Outsourced Different Category of Manpower at Management Development Institute Murshidabad Campus" as per Form III. The financial shall be valid for a period of not less than 120 days after the deadline for submission of bids.

### 9. 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 providing Outsourced Different Category of Manpower at Management Development Institute Murshidabad Campus**" and submitted to The Registrar Management Development Institute, Murshidabad -742235. The last date for submission of bids in the MDI Murshidabad is 27.12.2023 up to 14:00 Hrs. Bids not submitted in format, carrying mistakes, cutting, overwriting and received late will be summarily rejected.

**Those who are fulfilling the eligibility criteria as defined in the sl. No. 4, will be considered for opening of their Financial Bid.**

*Seal*  
*6/12/23*  
Registrar-MDIM



**TENDER DOCUMENT**  
**FORM – I**  
**TECHNICAL DETAILS**

1. Name of the Agency/Service Provider :
2. Full Address :
3. Type of the Firm (Proprietorship/Partnership)  
(Attach certificate of Registration) :
4. Telephone No. :
5. E-mail Id :
6. Copy of Trade license :
7. Copy of Labour license  
(can be submitted after award of contract) :
8. Details of Bank Account of the firm :
9. Copy of PAN Card :
10. Copy of Income Tax Return/Acknowledgement Certificate  
of last 03 years :
11. Copy of GST Registration (Regular / Composite) :
12. Copy of GST Return Certificate (Form 3B)  
of Last 03 years :
13. Copy of Provident Fund Registration certificate :
14. Copy of ESI registration certificate :
15. Self-Declaration for Non Black Listing Certificate  
(as per the proforma attached) :
16. EMD of Rs. 50,000/- :
17. Experience certificate (preceding 5 years) :

Signature of the Authorised Person.....

Name of the authorized person .....

PLACE:

DATE:



Official seal

**Form-II****PROFORMA FOR DETAILS OF SIMILAR CONTRACTS SUCCESSFULLY EXECUTED DURING F.Y.  
2018-19 to 2022-23.****For providing Outsourced Different Category of Manpower at  
Management Development Institute Murshidabad Campus**

Sl. No.	Name of the Client, Address, Tel. No., email ID & Name/Designation/Tel. No of the Concerned Officer	Nature of Client (Mention Academic/Other Commercial)	Total Numbers of Manpower deployed	Amount of Contract value (incl. GST/) per year	Duration of Contract	
					From	To
1						
2						
3						
4						
5						

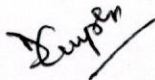
Signature of the Authorised Person.....

Name of the authorized person .....

PLACE:

DATE:

Official seal



Management Development Institute Murshidabad			
Form - III			
Financial Bid			
Sl No.	Category of Manpower	Nos.	Gross Wages (inclusive of all allowances)
1	Electrician Helper	3	₹39708
2	Plumber	2	₹26844
3	Carpenter	1	₹13422
4	Mali	1	₹14152
5	Garden Helper	5	₹53939
6	Library Staff	2	₹54221
7	Office Asst.	5	₹121354
8	Medical Staff	1	₹19550
9	Driver	1	₹21500
10	Add, EPF (employer Contribution @13%)		₹38881
11	Add, ESI (employer Contribution @ 3.25%)/ Medical Insurance premium		₹8432
12	Total Wages		₹412003
13	Add, Service Charge (mentioned only in %)	.....	to be filled by the bidder
14	Add, GST (if any) in %	.....	

**Note:**

The above rates are based on the minimum wages as declared by Govt. of West Bengal and other statutory payments like PF, ESI, Bonus etc. In the event of any changes in these statutory payments, the above rate will be revised accordingly.

Signature of the Authorised Person.....

Name of the authorized person .....

PLACE:

DATE:



Official seal



**SELF-DECLARATION FOR NON BLACK LISTING**

**For providing different categories of manpower service on outsourcing basis at 'Management Development Institute Murshidabad'**  
**(To be printed on the bidder letter head)**

Date:...../...../.....

Registrar  
Management Development Institute  
Murshidabad Kulori, Uttar Ramna,  
Raghunathganj. Dist: Murshidabad,  
West Bengal. Pin: 742235

Dear Sir,

In response to the Tender for "providing different categories of manpower service on outsourcing basis at 'Management Development Institute Murshidabad'", I / we hereby declare that presently our company / firm has not been black listed or debarred and not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State / Central Government / PSU / Autonomous Body.

We further declare that presently our Company / firm ..... is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State / Central Government / PSU / Autonomous Body on the date of Bid Submission including violation of relevant Labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, the EMD/Performance Security Deposit submitted for providing "providing different categories of manpower service on outsourcing basis at 'Management Development Institute Murshidabad'" may be forfeited in full by the Institute, the bid may be cancelled at any stage, and the Agreement may be terminated and I/we shall be barred from bidding in future tender.

Thanking you,

Signature of the Authorised Person .....

Name of the authorized person .....

PLACE:

DATE:

Official seal

