

Tender No. RGNAU/Fursatganj/Manpower_Outsourcing/24/2016

TENDER DOCUMENT
FOR SUPPLY OF ACADEMIC STAFF ON OUTSOURCE BASIS

S. No.	Particulars	Details
1	Name of the job	Providing academic staff on outsourcing basis
2	Date of Issue of Tender Document	01-10-2018 (Monday)
3	Last Date and time for submission of Tender	24-10-2018 by 02.30 PM (wednesday)
4	Date, time and venue of Pre-Bid meeting	09-10-2018 (Tuesday) at 11.30 AM
5	Date and time for opening of Technical Bids	24-10-2018 at 03.00 PM (Wednesday)
6	Date and time for opening of Price Bids	Announced later
7	Likely date for commencement of contract	01-01-2019 (Thursday)
8	Earnest Money Deposit (EMD)	Rs. 25000 (Refundable)
9	Period of contract	Six months (Extendable for similar or lesser period based on University's requirements & performance of contractor)
10	Name of the contact person at RGNAU for tender related enquiry	Nirmal Bhagat, Project Director Mobile: 09818640589 (10.00 AM to 5.00 PM) Monday to Friday

TENDER NOTICE
FOR SUPPLY OF ACADEMIC STAFF ON OUTSOURCE BASIS
Part- I (INTRODUCTION)

1. Rajiv Gandhi National Aviation University (RGNAU) Fursatganj, Amethi has been set up by Ministry of Civil Aviation, Government of India as a central University through an Act of Parliament in 2013 and operating its academic activities from Fursatganj, Amethi, Uttar Pradesh.
2. RGNAU invites sealed tenders under Two Bid Systems i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Service Providers for supplying Academic staff in various categories on outsourced basis for a period of 6 months from the date of contract. The contract may be extended further depending on the requirement of University. University may hire more number of academic staff at the similar terms and conditions finalised through this tender. The details about current academic staff requirement, their educational qualification, age , experience & emoluments etc to be given is provided at Annexure-VIII
3. The complete Tender Document with scope of work and terms & conditions may be downloaded from the University's website- www.RGNAU.ac.in. The last date of submission of tenders is by 03.00 PM on 24-10-2018.
4. The interested and eligible firm will also deposit Rs. 25000 (Rupees Twenty Five Thousand only) as an Earnest Money Deposit (EMD) drawn in favour of '**Rajiv Gandhi National Aviation University**' payable at New Delhi along with Tender Document completed in all aspects. They will also pay fee of Rs. 500.00 towards tender fee by way of a DD drawn in favour of Rajiv Gandhi National Aviation University payable at New Delhi.
5. The opening of tenders will take place at Rajiv Gandhi National Aviation University (RGNAU), Rajiv Gandhi Bhawan, Aurbindo Marg, New Delhi.
6. The Pre-Bid Meeting will be held on 09-10-2018 (Tuesday) at 11.30 AM onwards at RGNAU, Rajiv Gandhi Bhawan, New Delhi and all participating agency MUST attend the meeting to understand the scope of works and familiarize themselves with local conditions at fursatganj and quote the price accordingly.
7. The Technical Bids shall be opened on 24-10-2018 at 3.00 PM (Monday) in the presence of the bidders who wish to remain present. The representative(s) of bidder, who wish to attend the tender opening meeting, shall carry a letter of authority from their firm/agency.
8. RGNAU reserves the right to amend / cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason thereof. The decision of the RGNAU in this regard shall be final and binding on all.

9. Any kind of changes/corrigendum in Tender will be uploaded on University's website, therefore, all participating firms are advised to visit website regularly and submit the bid as per revised criterion.
10. The validity of Tenders will be 90 days from the date of opening of bids.

PART- II

Scope of Work and General Instruction for Tenderers

1. Rajiv Gandhi National Aviation University (RGNAU) intends to engage a reputed, well established and financially sound Manpower Supply Agency, registered with appropriate authorities for providing Academic staff to perform academic duties assigned to them by University from time to time.
2. This University has tentative (initial) requirement of approximately 02 Academic staff in categories of Professor/ Sr. Consultant and Asstt. Professor/ Jr. Consultant. Salary of outsourced staff shall be decided by RGNAU based on their educational qualification, experience and required skill sets. However, the number of staff may increase/ decrease based on University's requirements.
3. The contract is likely to commence from 01-1-2019 and would continue for a period of 6 months. The period of the contract may be extended for similar or lesser period after the successful / satisfactory completion of initial contract and based on the manpower requirement at that time. The contract may also be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Firm /Agency. This office, however, reserves right to terminate the contract without assigning any reason thereof at any time after giving two-month notice to the selected service providing Firm/ Agency.
4. The University may select any of the willing agency (ies), in case, the agency with lowest rate at any stage after award of contract fails to start the work or does not perform successfully / satisfactorily after starting the work.
5. The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.
6. Previous experience and satisfactory performance of similar works done for any Government's department/ Statutory Bodies / PSUs/ Autonomous Educational Institutions like IITs, IISERs, IISc, IIMs, NIFTs, NISERs, etc for last five years. (A list of such organizations being served and a certificate of satisfactory performance from the concerned organizations will be provided). The reputation/track record of the bidder will also be verified by RGNAU.

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(A Central University Established Under an Act of Parliament)

Fursatganj, Distt: Amethi-229304 (U.P.)

Website: www.RGNAU.ac.in

7. Conditional bids shall not be considered and will be rejected out rightly at the very first instance. The bids should be clear regarding the profit margin and other allied charges.
8. Non-compliance with any of the above conditions by the Service Provider will amount to non-eligibility for the service for which tender has been floated and its tender will be summarily rejected.
9. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. The authorized signatory in ink shall sign all the pages of the bid with rubber stamp of the Service Provider.
10. The envelope containing Technical Bids shall be opened first on 24-10-2018 at 3.00 PM (Wednesday) at Rajiv Gandhi National Aviation University (RGNAU), Rajiv Gandhi Bhawan, Aurbindo Marg, New Delhi in the presence of the representatives of the Service Providers, who wish to be present on the spot at that time. A Technical Evaluation Committee shall evaluate the Technical Bids.
11. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on the specified date & time at RGNAU , Rajiv Gandhi Bhawan, New Delhi in the presence of short listed contractors or their authorized representatives.
12. All the pages of the tender should be numbered and signed by the owner or authorized signatory of the firm. In case the Authorized signatory signs the tenders, a copy of the power of attorney may be enclosed along with tender.
13. The competent authority of RGNAU, Rajiv Gandhi Bhawan, New Delhi reserves the right to annul any or all bids without assigning any reason.
14. The successful bidder shall be liable for providing following within 1 month
 - a. List of outsourced staff with photograph, present & permanent address
 - b. Police Verification Report
 - c. Medical Fitness Certificate
 - d. Eyesight checkups for Car/Bus drivers
 - e. Character certificate
 - f. ID cards of staff
 - g. ESI cards
 - h. Undertaking from staff for not claiming any benefit/job from RGNAU
 - i. Maintenance of statutory registers under various labour laws,
 - j. Deployment of one coordinator in RGNAU at contractor's cost
 - k. Undertaking from outsourced staff
 - l. Any other things as required by RGNAU from time to time for the smooth and successful execution of contract, etc.

15. The bidder shall quote the Technical & Financial Bids as per the format enclosed at **Annexure I - VII**.

PART- III
TECHNICAL SPECIFICATIONS

1. The Service Provider should fulfill the following technical specifications:
- (a) The Bidder should be either a Proprietary firm, Partnership firm, Limited Company or a corporate body legally constituted.
 - (b) The Service Provider should have at least five years' experience in providing trained manpower to Government Departments, Public Sector Companies, Government Autonomous organizations or reputed private companies. The Service Provider should have executed a minimum of three such contracts during last 5 years.
 - (c) The firm should have annual turnover of Rs. 10 lacs (Rs Ten lacs only) during last three consecutive years as per the audited statement of accounts. The Service Provider **MUST** has earned profit during the last 2 years.
 - (d) The Service Provider should have experience of providing such services on sufficiently large scale. The agency should have completed/providing 3 such works where it has provided at least 02 persons in academic category in an organization during last 3 years. The name/s of such organizations along with number of persons deployed will be submitted.
 - (e) There should be no case pending with the police against the Proprietor/ Firm/Partner or the Company as a whole (Service Provider) and the Service Provider shall not have been blacklisted by any University, Government Departments, Public Sector Companies, Banks and Government Autonomous organizations or private companies. An affidavit in this regard shall be submitted.
 - (f) The Service Provider should be duly registered with the relevant authorities for PAN, GST, EPF, ESI, Labour License, etc.
 - (g) The Service Provider should have its own Bank Account.
 - (h) All terms & conditions of tender are acceptable to agency/firm.
 - (i) The interested Service Provider shall submit the tender document, complete in all aspects, along with Earnest Money Deposit (EMD) of Rs. 250,000 (Rupees twenty five Thousand only) in the form of Demand Draft (DD). The DD should be drawn in favour of 'Rajiv Gandhi National Aviation University'

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(RGNAU) and payable at New Delhi and other requisite documents latest by 02.30 PM on 24-10-2018.

2. The tendering Service Provider is required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily /out rightly rejected and will not be considered any further:

- (a) PAN
- (b) Registration number and Certificate of Agency/Firm Incorporation
- (c) GST Registration No
- (d) E.P.F. Registration No
- (e) E.S.I. Registration No

- (f) A certificate stating that service provider has not defaulted from the payment of statutory dues like EPF/ESI/ GST and Income Tax etc.

- (g) Financial worthiness and competence to be substantiated through Income Tax Returns/ PAN/EPF Registration/Audited Annual Report.

- (h) Audited Balance Sheet and Profit & Loss A/c. for the last 3 years along with audit report.

- (i) Affidavit stating that the Service Provider is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/ PSUs /Private Sector at any point of time.

- (j) The agency/firm should have in business of manpower supply from last five years and have served reputed government, universities as well private organizations.

- (k) List of similar assignments and number of Academic manpower provided to Central Government Departments/ State Government/ Statutory bodies/ Autonomous bodies/ PSUs /Private Sector during the last five years by the Service Provider (Attach attested copy) and a certificate of satisfactory performance from the concerned department of Central/ State Government/ Statutory bodies/ PSU/ University/Private Sector.

- (l) Firm(s) registered with NSIC/MSME will be exempted from EMD submission. However, firm would be required to submit documentary evidence/ certificate to claim exemption.

PART- IV

GENERALS TERMS AND CONDITIONS

1. **Payment Terms:** The standard terms of payment are within 30 days from the date of submission of bills in triplicate along with work completion certificate certified by the competent authority in RGNAU. The contractor shall raise the

bill only after releasing the salary of outsourced Academic staff and thereafter reimbursement shall be made through Cheque/ RTGS. The payment shall be made on conclusion of the calendar month only based on duties performed by each person during the month and payments made to staff towards their salaries, PF, ESI and other statutory obligations.

2. **Payment of salary by Service Provider:** The Service Provider shall ensure that the salary to the persons so employed is made by 7th day of the succeeding month through ONLY bank transfer.
3. The Employee Provident Fund (EPF) and Employee State Insurance (ESI) contribution in respect of all employees (If applicable) shall be reimbursable basis on production of challan/receipt copy along with the monthly bill.
4. The salaries of all outsourced staff shall be as fixed by RGNAU and shall remain fixed during the contract period.
5. RGNAU's rules of Leave, Overtime and Outstation Travel Payment shall be applicable on all outsourced manpower and contractor shall raise the bill accordingly in their monthly bill. However, RGNAU reserves right to bring amendment in these rules without any prior notification at any point of time.
6. **Income Tax:** The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by RGNAU.
7. **Termination of the Contract:** In case of any material violation of any of the terms and conditions by the Service Provider, the RGNAU reserves its right to unilaterally terminate the contract. In case of any dispute, the decision of the Competent Authority in the RGNAU will be final and binding.
8. **Statutory obligations:** The Service Provider is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract. If the Service Provider fails to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall automatically stand terminated and earnest money/ performance security deposited by the service provider will stand forfeited unless condoned by RGNAU. The University shall be at liberty to recover losses, if any, from the Service Provider.
9. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and the

University shall not be a party to any dispute arising out of such deployment by the contractor.

10. **Security Considerations:** The persons deployed by the Agency should not have any Police record/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Any person deployed by the service provider should not indulge in act of misconduct or otherwise or later if any. Service will be ceased with immediate effect, if any employee deployed by the service provider found in such activities.
11. **Place of Duty, Working Hours and Punctuality:** The University is located at IGRUA Campus,, Fursatganj, Amethi- 229304, U.P. The personnel so deployed shall have to report for duty at the above place or any new location. No extra liability on this account will be borne by RGNAU.
12. The working hours of the University will be from 09.30 a.m. to 6.00 p.m. The personnel deployed shall work from 09.30 A.M. to 06.00 P.M. on all working days (Including 1/2-hour lunch break).
13. The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
14. If need arises, the outsource staff shall have to sit late or come early or attend the Office even on Saturday/ Sunday/Gazetted Holidays (as per work requirements). For working in the office, beyond office hours for period exceeding one hour or on Saturday/Sunday/Gazetted Holidays, payment will be on hourly basis as per minimum wage rates.
15. The responsibility of statutory/compulsory deductions like EPF/Income Tax/GST etc. will be of the service provider. The University shall make no extra payment.
16. The Service Provider will provide to the RGNAU a list of all personnel so deployed with their permanent and present address along with their latest photographs and Aadhar copies.
17. The copies of appointment letter issued to the personnel deployed in University shall be provided to the RGNAU.
18. The Service Provider shall provide pay slip duly indicating details of pay of all concerned deduction thereon should be given to each employee while disbursement of pay.

19. The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The RGNAU shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.
20. It shall be responsibility of the Service Provider to issue the employment card/ photo identity card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Service Provider will ensure that all its employees invariably wear ID card during office hours.
21. The Service Provider shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the University.
22. The University shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.
23. The Service Provider shall be responsible for any damages done to the property of the University by the personnel so employed. The RGNAU will be free to recover it from the security deposit given by Service Provider or from any other dues.
24. The Service Provider's personnel working in the RGNAU should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the University. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
25. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
26. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/secret nature.
27. The Service Provider's personnel shall not have any right to claim any Benefit/ compensation/ absorption/regularization of services with the RGNAU under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.

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28. The Service Provider shall be contactable at all times and message sent by email/ Fax/ Special Messenger from the University to the Service Provider shall be acknowledged immediately on receipt on the same day.
29. The Agency shall provide Photo Identity Cards to its personnel deployed at RGNAU at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition and their loss should be reported immediately.
30. The Service Provider shall nominate one coordinator, who would be responsible for immediate interaction with the RGNAU so that optimal services of the persons deployed by the Service Provider could be availed without any disruption. He/she will be responsible to maintain Leave Record/ Service Record/ Wages/Overtime payments and other registers and works as required under various labour laws.
31. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the RGNAU.
32. **Arbitration:** Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration Act, 1940, where the Vice Chancellor, RGNAU or his/her nominee will be the Sole Arbitrator.
33. The dispute between the parties shall be resolved through Arbitration by Arbitrator appointed by Vice Chancellor, RGNAU Fursatganj, Amethi within the jurisdiction of Amethi/Rae Bareli Court.
34. RGNAU reserves right to terminate the contract at any point of time by serving two months notice to the Service Provider.
35. Essentially, the Service Provider shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the RGNAU. The persons deployed by the Service Provider at RGNAU shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against Rajiv Gandhi National Aviation University (RGNAU) Fursatganj, Amethi.
36. The person deployed by the Service Provider shall not have any claim or entitled to pay, benefits and other facilities during the currency or after the expiry of the contract.
37. In case of the termination of the contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to any claim for

absorption or for any relaxation. The person deployed by Service Provider shall be the employees of the Service Provider for all purposes.

FRAUD AND CORRUPT PRACTICES

38. The tenderer applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.
39. Notwithstanding anything to the contrary contained herein, RGNAU may reject a tender without being liable in any manner whatsoever to the tenderer, if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
40. Without prejudice to the rights of the RGNAU under clause mentioned hereinabove, if, a tenderer is found by the RGNAU to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such tenderer shall not be eligible to participate in any tender floated by RGNAU.

LEGAL

41. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in RGNAU. The Service Provider shall furnish a certificate in each month that all statutory requirements have been fulfilled along with the bills for payment.
42. In case the RGNAU is being made party to any litigation by the employee of the manpower agency for any reason whatsoever, the manpower agency shall bear/ indemnify any cost incurred by the RGNAU.
43. The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to RGNAU to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
44. The Service provider shall maintain all statutory Registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of RGNAU or any other authority under law.
45. In case, the tendering Service Provider fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the RGNAU is put to any loss, obligation, monetary or otherwise, the RGNAU will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security

Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

46. The Service Provider will keep this office informed about any amendment in the concerned law/rules from time to time.

PENALTY

47. The Service Provider shall be responsible for the compliance of all kinds of Statutory Liabilities i.e. Payment of Minimum Wage, PF, ESI, IT, GST, etc. If it is found that Service Provider has violated any law, strict action shall be taken against them and penalty shall be imposed as per applicable law.

FINANCIAL

48. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 25,000 (Rupees Twenty Five Thousand only) in the form of Demand Draft drawn in favour of 'Rajiv Gandhi National Aviation University' and payable at Rae Bareli failing which the tender shall be rejected out rightly.
49. The EMD in respect of the Service Provider, which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any interest after awarding the work to the successful bidder and entering into contract. Further, if the Service Provider fails to deploy manpower against the initial requirement within 1 month from date of placing the order, the EMD shall stand forfeited without giving any further notice.
50. Every bidder will pay Rs. 500.00 (Rs. Five Hundred only) towards the tender fee by way of a DD in favour of **Rajiv Gandhi National Aviation University** payable at New Delhi.
51. The successful tenderer will have to deposit a Performance Security @ 5% (Five percent) of contract value within 15 days of the receipt of the formal order/signing of agreement. The performance security will be furnished in the form of the Account Payee Demand Draft drawn in favour of '**Rajiv Gandhi National Aviation University**' or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider but hypothecated to the '**Rajiv Gandhi National Aviation University**'. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier.
52. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited by the RGNAU besides annulment of the contract.

53. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the RGNAU's officer in respect of personnel deployed in the RGNAU in the first week of the succeeding month.
54. The claims in bills regarding wages paid to the outsource academic manpower deployed, Employees State Insurance, Provident Fund, and GST etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced manpower) pertaining to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held until the proof is furnished, at the discretion of the RGNAU.
55. Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to the Director, Rajiv Gandhi National Aviation University (RGNAU) for arbitration, whose decision shall be final and binding on the parties.
56. RGNAU reserves the right to withdraw/ relax any of the terms and conditions mentioned above to overcome the problem encountered by the contracting parties.

INSURANCE

57. Without limiting any of the other obligations or liabilities, the contractor shall at his own expense takes and keep comprehensive insurance for manpower and for all the work during the execution. The contractor shall also take out workmen's compensation insurance as required by law and under take to indemnify and keep indemnified the RGNAU for and against all manner of claims, demands, losses, damages, cost (including between attorney and client) charges, and expenses that may arise in regard the same or that the RGNAU may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and /or attested copies as required by the RGNAU of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the RGNAU may require.
58. The agency/firm shall provide the insurance coverage (with 'Individual Personal Accident Policy') of Rs. 2.00 Lakh, offered by The New India Assurance Co. Ltd or any other Government Insurance Company to all outsourced staff deployed at RGNAU. The agency/firm will also provide the certified copies of insurance documents of all staff to University within 30 days of deployment of such outsource staff. The agency will provide Personal Medical Insurance to staffs that are not covered under ESI.

EVALUATION CRITERIA

59. The evaluation committee will be constituted by the RGNAU to evaluate the Technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical Proposal.
60. Financial bids will remain unopened for those Agencies, which fail to meet the minimum technical criteria. Financial bids of those Service Providers qualifying the technical criteria shall only be opened. Thereafter the total prices read aloud and recorded.

INSTRUCTION FOR FINANCE BID FORM

61. The Agency/Firm shall provide their Profit margin in percentage (%) in the form as specified in **Annexure-VII**.
62. The Agency/Firm requires quoting only Profit margin and taxation portion in Price Bid Form and sealed in separate envelope by super scribing 'Financial Bid for providing manpower on outsource basis'.
63. The Profit margin will include the cost of providing Medical Fitness Certificates, Character Certificate, charges of Personal Accident Insurance Policy and other administrative charges.
64. The Agency/Firm shall **COMPULSORILY** enclose a detailed break-up of various expenses to justify their quote/charges. Unavailability of detailed break-up sheet will direct to the rejection of quote without any further consideration.
65. If any Firm/Agency quotes NIL charges/ 0 (Zero) supervisory charges/Profit margin, their quote will be summarily rejected without any further consideration.

66. REJECTION OF TENDERS

The Vice Chancellor, RGNAU at his sole discretion shall reserve the right to reject or cancel any or all tenders in any of the cases as mentioned hereunder:

- (a) If the firm has failed to deposit EMD amount of Rs. 25,000=00 and tender fee of Rs.500.00
- (b) If a firm quotes 'Nil' service charge or 0% (zero percent) service charge
- (c) If the requisite Earnest Money Deposit in the manner does not support the tender provided there in

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- (d) If the Bid Validity is less than the period prescribed (90 Days)
- (e) If the tender is not duly signed, or not found proper or complete to the satisfaction of RGNAU in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- (f) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- (g) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- (h) If the Price Bid has been submitted in OPEN ENVELOPE.

67. Submission of Tender

- a. The sealed tender completed in all respect shall be submitted by hand or by Speed Post/ Courier on following address:
The Vice Chancellor
Rajiv Gandhi National Aviation University (RGNAU)
Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003
- b. The envelope containing tender documents in two parts (Technical Bid and Price Bid) should be super scribed 'Tender for Academic Manpower Supply at RGNAU-2018'
- c. Technical bid and Price Bid should be kept in two separate sealed envelopes super scribing 'Technical Bid for academic Manpower Supply-2018' and 'Price Bid for Academic Manpower Supply-2018'

=====**End of Tender's Terms**=====

RAJIV GANDHI NATIONAL AVIATION UNIVERSITY, FURSATGANJ, AMETHI
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ANNEXURE- I

TECHNICAL BID FORM (For Academic Manpower Supply Services-2018)

(Technical Bid should be kept in separate sealed cover without stating any price) – To be filled in BLUE ink.

From:

.....
.....

The Vice Chancellor,
Rajiv Gandhi National Aviation University (RGNAU)
Rajiv Gandhi Bhawan, Safdarjung AIRPORT, NEW DELHI

S. No.	Particulars	Details to be filled in by the Agency/Firm
1	Name of the Firm	
2	Registration No of the Firm (Attach copy)	
3	Date of incorporation of the Firm. State whether it is Partnership/ Proprietorship Firm (Attach copy)	
4	Registered Office of the firm/agency with Phone/Mobile No and e-mail id	
5	Name of contact person with Phone/ Mobile No and e-mail id	
6	PAN of the Firm/Agency (Attach copy)	
7	Goods & Service Tax (GST) Registration No (Attach Copy)	
8	Whether the Agency is an IT Assessee and have filed its income tax returns for the last three assessment years- YES/ NO (Attach copy of IT Returns)	

RAJIV GANDHI NATIONAL AVIATION UNIVERSITY, FURSATGANJ, AMETHI
(An University of National Importance Established Under an Act of Parliament)
 Fursatganj- 229304, Amethi U. P. **Website:** www.RGNAU.ac.in

9	EPF Registration Number (Attach copy)	
10	ESI Registration Number (Attach copy)	
11	Whether the Firm has minimum 5 years experience in providing Manpower supply services to reputed organizations/ institutions (Yes/No)	
12	Banker of Service Provider with full address (Attach certified copy of statement of bank A/C for the last six months duly attested by the bankers')	

13. Financial turnover of the firm ONLY FROM MANPOWER SUPPLY SERVICES for the last 3 years (Annual Report and Audited Balance sheet & Profit Loss Account for the last three financial years to be attached)

Financial Years	Annual Turnover (In Rs)	Net Profit
2017-18		
2016-17		
2015-16		

14. A certificate on firm letterhead that service provider has not been defaulted in payment of EPF/ESI/ GST /Income tax and all statutory dues etc.

15. Affidavit stating that the Service Provider is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector at any point of time.

16. Details of Earnest Money Deposit (EMD)

Amount	DD No	Date	Name of Bank
Rs. 25,000=00			

DECLARATION

1. I, ----- Son / Daughter / Wife of Shri -----
 Proprietor/Director, authorized signatory of the Service Provider, mentioned above, is competent to sign this declaration and execute this tender document;
2. I/we agree that the decision of RGNAU, Fursatganj, Amethi in selection of Bidder shall be final and binding on me/us.
3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
4. I/we agree that we have no objection, if inquiries are made about our works, its related areas and any other inquiry regarding all contracts listed by us in the bid.
5. I/we undertake to inform any change in the constitution of the firm, as and when it takes place. The continuation of the contract subsequent on such alteration will be at sole discretion of RGNAU, Fursatganj, Amethi.
6. The information / documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law.

Place : -----

Name & Signature of authorized

person

Date : -----

(With Seal of the Company)

ANNEXURE-II

DECLARATION

(To be executed by bidder on Rs. 10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I ----- Proprietor/ Director/ Partner of the firm

M/s. ----- do hereby solemnly affirm that the firm

M/s. ----- has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

We are not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this tender.

Yours faithfully,

(Signature of Authorized Person)

Place:

Name:

Date:

Designation:.....

ANNEXURE-III

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

(To be executed by the bidder on Rs. 10/- Stamp paper & attested by Public Notary/Executive Magistrate)

We certify that during the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public/private authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- (a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State;
- (b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.
- (d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- (e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.
- (f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature of authorized person

Name & Designation with office Seal

ANNEXURE- IV

TENDER CONDITIONS ACCEPTANCE CERTIFICATE
(To be given on Company Letterhead)

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the RGNAU website- **www.RGNAU.ac.in** as per your advertisement, given in the above mentioned website.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by RGNAU too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Seal

ANNEXURE - V

SOLVENCY CERTIFICATE
(For Rs. 20.00 Lakhs)
(On Bank's Letterhead)

Ref. No:.....

Date:

TO WHOMSOEVER IT MAY CONCERNED

This is to certify that to the best of our knowledge and information, M/s -----

(Bidders name with complete address), a customer of our Bank, is respectable, and is
capable of executing orders to the extent of Rs. ----- (Rupees -----
-----) as disclosed by the information and records
which are available with us.

M/s ----- have been our customer since -----
to date and has been granted the following limits, at present, against various facilities
granted by the Bank: -----

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank
or any of its officials. This certificate is issued at the specific request of the customer for the
purpose of participating in RGNAU Tender No- RGNAU/Fursatganj/ Academic
Manpower_Supply/02/2018.

Signature of Authorized Person

Name: -----

Date: -----

Seal:

CERTIFICATE OF TURNOVER

(On agency/firm letterhead)

This is to certify that M/s -----
has registered following turnover and profit/loss during last three financial
years:

Financial Year	Annual Turnover (In Rs)	Net Profit
2016-17		
2015-16		
2014-15		

The information above information/figures are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law.

Seal & signature of Chartered Accountant

Date: -----

Signature (with date) & seal of Bidder/Tenderer

Date: -----

Annexure- VII

FINANCIAL/PRICE BID (Academic Manpower Supply Services- 2018)

(Should be kept in a separate sealed cover) – To be filled in BLUE ink

Name of the Firm/Agency:

S. No.	Overheads	Amount
1	Academic staff s salary	As decided by RGNAU (Don't write anything in this column)
2	EPF and ESI contribution	As per EPF Act and ESIC Act (Don't write anything in this column)
3	Profit margin of contractor (Quote profit in percentage % only) **	
4	GST or any other applicable tax rate	

** The Firm shall submit the breakup of all expenses, considered while calculating the profit margin. In absence of breakup sheet, Price Bid shall be rejected out rightly and no further correspondence shall be done.

Declaration

I (Name & Designation) s/o

resident ofdo hereby declare as under:

1. That I am the authorized person to sign this tender form under a resolution no dated (*The same is attached herewith*).
2. That the bidder has read & understood all terms & conditions and the same are acceptable to us.
3. That all the information submitted herein is true and nothing material has been concealed.
4. That the bidder shall submit any evidence or document as requested by RGNAU.
5. That the bidder undertakes to render RGNAU, Fursatganj, Amethi free from all and any kind of liability and consequences resulting out of this present agreement.

Date:

Signature of authorized person:

Place:

Name:

Designation:

Seal:

RAJIV GANDHI NATIONAL AVIATION UNIVERSITY, FURSATGANJ, AMETHI
(A central University Established Under an Act of Parliament
Fursatganj- 229304, Amethi U. P. **Website:** www.RGNAU.ac.in

Annexure- VIII

Educational Qualifications, Experience required for each post and General Terms and Conditions for appointment of teaching staff on contract

1	Name of Post	Professor / Senior Consultant for <u>P G Diploma</u>
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2.	Number of Post	1
3.	Remunerations	Consolidated pay of INR. 1,40,000
4.	Age limit	Maximum 50 years
5.	Educational and other qualifications required for direct recruits	<p><u>Essential Qualifications:</u></p> <p>(A). i. An eminent scholar with Ph.D. qualification(s) in airport operations/ aviation management/ allied aviation discipline and published work of high quality, actively engaged in research with evidence of published work with a minimum of 10 publications as books and/or research/policy papers</p> <p>ii. A minimum of ten years of teaching experience in university/college, and/or experience in research at the University/National level institutions/industries, including experience of guiding candidates for research at doctoral level</p> <p>iii. Contribution to educational innovation, design of new curricula and courses, and technology – mediated teaching learning process.</p> <p>iv. A minimum score as stipulated in the Academic Performance Indicator (API) based Performance Based Appraisal System (PBAS), set out in “UGC Regulations on Minimum Qualifications for Appointment of Teachers and other Academic Staff in Universities and Colleges, 2016”</p> <p>OR</p> <p>(B). i. A minimum of twelve (12) years’ professional experience in Airport operations in a management position, out of which at least 5 years of experience in the grade equivalent to the post of Associate professor in a University</p> <p>ii. Evidence of published work with a minimum of 3 publications as books and/or research/policy papers in refereed journals is desirable.</p> <p>iii. Experience of guiding candidates for research at Doctoral level is desirable</p>
6.	Duration	Initially for 6 months. The term can be extended beyond 6 months depending on the performance of the candidate / need of the University / joining of the regular incumbent.

1.	Name of Post	Assistant Professor / Associate Consultant for P G Diploma
2.	Number of Post	1
3.	Remunerations	Consolidated pay of INR. 55,000
4.	Age limit	Maximum 40 years

5.	Educational and other qualifications required for direct recruits	<p>Essential Qualifications:</p> <p>(A) i. Good academic record with at least 55% marks (or an equivalent grade in a point scale wherever grading system is followed) at the Master's Degree level in airport operations/ aviation management/ allied aviation discipline from a recognized Indian University, or an equivalent degree from an accredited foreign university</p> <p>ii. Besides fulfilling the above qualifications, the candidate must have cleared the National Eligibility Test (NET) conducted by the UGC, CSIR or similar test accredited by the UGC like SLET/SET.</p> <p>Notwithstanding anything contained in (i) and (ii), candidates, who are, or have been awarded a Ph. D. Degree in accordance with the University Grants Commission (Minimum Standards and Procedure for Award of Ph.D. Degree) Regulations, 2009, shall be exempted from the requirement of the minimum eligibility condition of NET/SLET/SET for recruitment and appointment of Assistant Professor or equivalent positions in Universities/Colleges/Institutions.</p> <p>Further, the award of degrees to candidates registered for the M.Phil/Ph.D programme prior to July 11, 2009, shall be governed by the provisions of the then existing Ordinances/ By laws/ Regulations of the Institution awarding the degrees and the Ph.D candidates shall be exempted from the requirement of the minimum eligibility condition of "NET/SLET/SET for recruitment and appointment of Assistant Professor or equivalent positions in University subjected to the fulfillment of the following conditions: -</p> <p>(a) Ph.D. degree of the candidate awarded in regular mode only;</p> <p>(b) Evaluation of the Ph.D. thesis by at least two external examiners;</p> <p>(c) Candidate had published two research papers out of which at least one in a refereed journal from out of his/her Ph.D. work;</p> <p>(d) The candidate had presented two papers in seminars/conferences from out of his/her Ph.D. work;</p> <p>(e) Open Ph.D. viva-voce of the candidate had been conducted.</p> <p>(a) to (e) as above are to be certified by the Vice- Chancellor/ Pro-Vice-Chancellor/ Dean (Academic Affairs)/Dean (University Instructions) of the concerned institution.</p> <p style="text-align: center;">OR</p> <p>(B) i. Good academic record with at least 55% marks (or an equivalent grade in a point scale wherever grading system is followed) at the Master's Degree level in airport operations/ aviation management/ allied aviation discipline from a recognized Indian University, or an equivalent degree from an accredited foreign university</p> <p>ii. A minimum of five (5) years' professional experience in Airport operations in a managerial or supervisory capacity , out of which at least 1 year of experience in the grade equivalent to the post of Assistant professor in a University</p>
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6.	Duration	Initially for 6 months. The term can be extended beyond 6 months depending on the performance of the candidate / need of the University / joining of the regular incumbent.
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