

# NOTICE INVITING TENDER

## NATIONAL INSTITUTE OF TECHNOLOGY, UTTARAKHAND

Tender No: NITUK/TENDER/2018/02



### TENDER NOTICE FOR OUTSOURCING OF “MANPOWER SERVICES” ON CONTRACT BASIS

Sealed Tenders are invited for the outsourcing of Manpower Services under various category/work on CONTRACT BASIS for National Institute of Technology, Uttarakhand for a period of one year from the date of the contract. Estimated cost of the work is ₹2.50 Crore annually.

The Tender document along with terms & conditions is attached. A Demand Draft of ₹1,000/- (Rupees One Thousand Only) shall be attached with the technical-bid as processing fees of Tender. The Tender complete in all respect must be dropped in a Tender box placed at the Office of NIT Uttarakhand located at Govt. ITI, Srinagar Garhwal on or before **3<sup>rd</sup> July, 2018 up to 11:00 AM or should reach only by speed post to the office of NIT Uttarakhand on or before 2<sup>nd</sup> July, 2018 upto 05:30 PM**. Incomplete in any respect or conditional tenders shall be summarily rejected. The Director, NIT Uttarakhand reserves the right to select the service provider or to reject any bid wholly or partly without assigning any reason.

Date: 08/06/2018

Registrar

#### Schedule of Tender

S.No.	Details	Date	Time
01.	Notification of Tender	08.06.2018	--
02.	Pre-Bid Conference	18.06.2018	11:00 AM
03.	Last date of submission of tender	02.07.2018 (Speed Post Only)	05:30 PM
		03.07.2018 (Tender Box)	11:00 AM
04.	Opening of tender	03.07.2018	11:30 AM
05.	Likely date for commencement of required manpower	01/08/2018	-

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# INVITATION TO TENDER

## (Non-Transferable)

Tender Notice for “Manpower Services” on Contract Basis to the National Institute of Technology, Uttarakhand.

Ref: Tender No.NITUK/TENDER/2018/02

The National Institute of Technology, Uttarakhand (NIT Uttarakhand) is an autonomous body established under the Act of Parliament by Ministry of Human Resource Development under the NIT Act, 2007. The NIT Uttarakhand invites sealed tenders under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Service Provider.

### BIDDER'S ELIGIBILITY CRITERIA

1. The bidder should be approved/recognized/registered by Govt. of India/State Govt. for providing Manpower Services. Copy of relevant certificate should be attached. Service Provider should have a valid license from competent license authority under the provision of Contract Labour Act, 1970 and Contract Labour Central Rules, 1971.
2. The bidder must comply with the statutory requirement, such as registration with ESI, EPF, PAN /TIN/TAN & GST etc. and shall **submit proofs thereof**.
3. The bidder must have been in existence for the last five years. (Attach copy of relevant certificates, Registration details etc.).
4. The bidder must have implemented/implementing at least three contracts of deployment of Ministerial Staff, Technical Staff, Lab staff and Labors etc. to IITs/NITs/ISC/ISSER/IIM during the last 3 years. Copy of agreement must be attached along with **good performance certificate** of the concerned and clearly mentioning number of manpower deployed and annual value of agreement. Out of three contracts one must be having worth ₹1.50 crore and have deployed at least 125 manpower. The bidder should also inform the financial sources to run the contract.
5. The bidder must have at least 200 or more workers continuously on roll for the last six months. For proof EPF challan should be submitted.
6. The Agency/Contractor must have sound financial stability with an average annual turnover of ₹5.00 Crores in preceding three financial years in similar services. (Copy of audited balance sheets or ITR certificates with matching PAN No. must be enclosed).
7. The Agency/Contractor should not have been blacklisted by any Govt., Semi-Govt. Deptt., or any other organization. **An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Tender Fee & EMD.**
8. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
9. Each Agency/Contractor shall submit only one Tender for the entire scope of work. Agency/Contractor who submits more than one tender or part tender will be treated as non-responsive & rejected.

### INSTRUCTION TO BIDDER:

1. Tender documents with the scope of work and terms and conditions can be downloaded from the Institute website [www.nituk.ac.in](http://www.nituk.ac.in). The last date for submission of the tender will be 19/06/2018.
2. The financial bid must be submitted in the prescribed format attached as **Annexure-VI**.
3. Tender Cost: The bidder should submit a Demand Draft/ Pay Order of **₹1,000/- (Rupees One thousand only)** towards non-refundable **tender fee, drawn in favor of “NIT Uttarakhand payable at Srinagar Garhwal”** in a sealed envelope super scribed as **“Tender Fee”** on or before last date and time of submission of bids. In the absence of tender cost, the tender will not be accepted.
4. The bidder should furnish an Earnest Money Deposit (EMD) of an amount of **₹5,00,000/- (Rupees Five Lakhs Only)** in the form of Account Payee Demand Draft / Fixed Deposit Receipts / Bankers Cheque / Bank Guarantee from scheduled bank in India drawn in favor of **“NIT Uttarakhand payable at Srinagar Garhwal”**. This EMD should be submitted in sealed envelope super scribed as **“EMD”**. **Failure to deposit EMD will lead to rejection of tender**. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited. **“EMD of successful bidder will be adjusted against Security Deposit and will remain with the institute. It will be refunded only after two months of expiry of contract duration. No interest will be paid on this EMD.**
5. The EMD of unsuccessful bidders will be returned to them without any interest within 30 working days after awarding the contract.
6. Bidder should take into account any corrigendum published (on institute website) on the tender document before

submitting their bids.

7. The Tender is to be submitted through either by Speed Post or by dropping the sealed envelope containing the tender document along with all the relevant documents in the tender box on or before due dates and time mentioned in the schedule (**Annexure-I**). Any Tender received after the above-mentioned date and time shall not be considered.
8. Sealing and Marking of Bids:
  - i. The Technical Bid must consist of the following documents:
    - a. Bidder's General Information **Annexure-II** along with the documentary proof.
    - b. Bidder's Eligibility Criteria **Annexure-III** along with the documentary proof.
    - c. No Deviation Confirmation as per **Annexure-IV**.
    - d. Evaluation matrix Sr. No I to III duly filled as per **Annexure-V** along with documentary proof.
    - e. Signed Copy of the tender document.
    - f. Declaration on the Company letter head stating acceptance of the terms and Conditions mentioned in the tender documents.
    - g. Additional documents, if any.

along with all the relevant documents for evaluation of technical bid as per **Annexure V** should be placed in one sealed envelope super-scribed "**Technical Bid**".

- ii. The Financial Bid filled in prescribed format given in **Annexure-VI** should be kept in a separate sealed envelope super-scribed "**Financial Bid**".
  - iii. Both the envelopes along with **EMD** and **Tender Cost** envelope should then be placed in one single, sealed envelope super-scribed "**Bid for Manpower Services, Tender No.NITUK/TENDER/2018/02**" and should be addressed to:

**The Registrar,  
National Institute of Technology, Uttarakhand,  
Temp Campus- Govt ITI  
Srinagar Garhwal  
Uttarakhand- 246174**
  - iv. The Agency name, telephone number and complete mailing address should be indicated on the cover of the outer envelope.
  - iv. All the inner envelopes should have the name and address of the Agency so that if required, they may be returned to the Agency without opening them.
  - v. If the outer and inner envelopes are not sealed and marked as required, the Institute will assume no responsibility for the bid's misplacement or premature opening.
  - vi. If for any reason, it is found that the Technical Bid reveals the Price Bid related details in any manner whatsoever, or the Price Bid is enclosed in the envelope superscribed, "Technical Bid", the Bid document will be summarily rejected in the first instance itself.
9. NIT Uttarakhand reserves the right to postpone/modify and / or extend the date of receipt of opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such cases, the bidders shall not be entitled to any form of compensation from NIT Uttarakhand.

#### **EMD EXEMPTION:**

The Institute may accept bids without EMD from those bidders who are registered with the Central Purchase Organization or MICRO and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by department of Micro and Small Enterprises (MSME) or the concern Ministry or Department as Manufacturer. To claim the exemption, the bidder must be offering goods manufactured by themselves or providing relevant services. Exemption will not be granted in case the bidder is acting as an agent for some other vendor.

#### **SELECTION CRITERIA:**

1. **Technical Bid:** Technical bid will be opened as per schedule in the Office of the Registrar, NIT, Uttarakhand in the presence of tender opening committee (Bid openers). The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they desire so, at their own expenses. The documents submitted in the technical bid will be evaluated by the Committee. The bidders fulfilling the eligibility criteria mentioned in the tender will be considered to award of marks as per Technical evaluation matrix **Annexure-V**. The bidders do not meet the eligibility criteria will not be considered for further evaluation.

- 2. Financial bid:** The bidders scoring more than 35 marks out of total 50 marks in the Technical Evaluation Matrix will be considered for opening of financial offers. The date of opening of financial offers will be decided by the Institute and will be communicated to eligible bidders only. In case the number of bidders remains less than three, the Committee reserve the right to may relax the minimum qualifying score of 35. The bidder who shall be offering the lowest percentage of service charges will be declared as lowest bidder.

#### VALIDITY OF BID:

Bid submitted by Bidder shall remain valid for acceptance for a period of 180 days from the date of opening of the BID. Bidders shall not be entitled during the said ninety days' period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing to the NIT Uttarakhand.

#### QUALITY AND SIZE OF MANPOWER

The illustrative list of manpower with approximate cost to the institute through outsourcing to be engaged by the NIT Uttarakhand during the period of contract shall be as under: -

Sr. No.	Name of Post	No. of manpower required	Education Qualification	Category
1.	Staff Nurse	04	Intermediate or equivalent and must have passed the examination held by the Nursing Council with 3 years course in General Nursing and midwifery. 1-year experience in a hospital recognized by the Central or State Nursing Council.	Skilled
2.	Office Assistant /Computer Operator	20	Bachelor's Degree/ITI as the case may be with basic knowledge of Computer Application with proficiency in Windows, MS Office (Word, Excel, PPT)	Skilled
3.	Office Attendant	21	Must have passed Matriculation Examination OR equivalent with 2 years of experience	Semi-Skilled
4.	Field Officer (Supervisor)	06	Bachelor's Degree with three-year experience in the relevant trade. Can communicate in English and Hindi with good managerial skills	Skilled
5.	Electrician	04	I.T.I with Two years' experience in similar trade.	Skilled
6.	Plumber	03	I.T.I with Two years' experience in similar trade.	Skilled
7.	Carpenter	03	I.T.I with Two years' experience in similar trade.	Skilled
8.	Driver	06	Matriculation with commercial vehicle license and two years' experience in similar trade.	Skilled
9.	Welder	01	I.T.I with Two years' experience in similar trade.	Skilled
10.	Mali	01	I.T.I with Two years' experience in similar trade.	Semi-Skilled
11.	Lab Attendant	-	I.T.I with Two years' experience in Similar trade.	High skilled

Sr. No.	Name of Post	No. of manpower required	Education Qualification	Category
12.	Matron	05	Bachelor's Degree with three-years' experience in the relevant trade. Can communicate in English and Hindi with good managerial skills	Skilled
13.	Laborer	05	8 <sup>th</sup> standard pass with 1 year of relevant experience.	Unskilled
14.	Library Assistant	03	Diploma in Library Science from a recognized University with 02-year experience in a Library/ Computerization of a library	Skilled
15.	Gym Trainer/ Sports Teacher	02	Candidates should possess the qualification of Bachelor's Degree in Physical Education (B.P.Ed) recognized by the National Council of Teacher Education.	Skilled
			Or Candidates should possess the qualification of Physical Education (B.P.Ed.) of Certificate in Physical Education (C.P.Ed.) or Diploma in Physical Education (D.P.Ed.).	
16.	Housekeeping Staff	32	2 years of relevant experience.	Unskilled
17.	Cook	01	10 <sup>th</sup> standard pass with 3 years of relevant experience.	Skilled
18.	Mess Supervisor	01	Bachelors in Hotel Management and Catering Technology and At least 2 years in Officers Mess/ Hotel/Restaurant or in any reputed institution	Skilled
19.	Mason	01	5 years of experience in relevant field	Skilled

- The approximate annual tender value shall be ₹2,50,00,000/- (Rupees Two Crores Fifty Lakhs only).
- The above requirement is only tentative and may vary depending upon the volume of work, functional requirements etc. Any additional requirement/variation of manpower including qualifications shall be communicated to the Agency at the sole discretion of NIT Uttarakhand as and when the need arises during the period of contract.
- The estimated cost mentioned above is based on minimum wages specified by Ministry of Labour considering 30 days. It can vary from time to time depending on Minimum Wages specified by Ministry of Labour.
- Higher Category may be given if any person possesses higher qualification and more relevant experience on the same post

#### TERMS & CONDITIONS:

1. **RIGHT OF THE OFFICE TO ACCEPT OR REJECT THE BIDS:** NIT, Uttarakhand reserves the right to accept/reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.
2. **CONTRACT SECURITY DEPOSIT:** The successful Firm/Company shall have to deposit an amount of ₹25,00,000/- (Rupees Twenty Five Lakhs only) to the Institute as a Security Deposit in the shape of Account Payee Demand Draft / Fixed Deposit Receipts / Bankers Cheque / Bank Guarantee from scheduled bank in India drawn in favor of "The Director, NIT Uttarakhand payable at Srinagar Garhwal" within 15 days of the award of contract. The amount of EMD shall be returned within 30 days of the award of contract, if submitted or submission of Bank Guarantee, whichever is earlier. No interest shall be paid on the EMD/Security Deposit. In case of increase of manpower, proportionate security deposit shall be submitted by the Firm/Company.  

The Institute reserves the right to adjust the amount towards any claim arising out of this contract. The amount towards security deposit shall be refunded on request of Firm/Company on completion of contract only after ascertaining that no claim arising out of any dispute is pending.
3. **WAGES PAYMENT:** The wages of deployed manpower must be paid on or before the 7<sup>th</sup> day of each month. Penalty of ₹5,000/- per day shall be imposed, if wages are not paid before the 7<sup>th</sup> day of each month. If wages are not paid within the due date continuously for two months, the contract shall be terminated with immediate effect and security deposit will be forfeited. The firm shall also be blacklisted and tender shall be offered to L2/L3.
4. **TERMINATION:** Notwithstanding anything contained hereinbefore to the contrary, the NIT, Uttarakhand shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing. Similarly, if the Agency/Contractor wants to rescind the contract, he/ she are required to give at least 60 days' notice for withdrawal of services.
5. **PENALTY.** In the event of the Agency/Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, NIT, Uttarakhand shall make alternative arrangement to do it and the difference of cost incurred by NIT, Uttarakhand thereby shall be recovered from the Agency/Contractor's unpaid bills and Contractor's Security deposit. Besides, penalty as decided by NIT, Uttarakhand shall also be levied and recovered.
6. **REVISION OF RATE:** Effect of revision of Minimum Wage as per Govt. notification will be considered with its pro- rata effect subject to submission of application along with notification by the Agency/Contractor.
7. **TAXES, DUTIES AND LEVIES:** All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the Agency/Contractor.
8. **PERIOD OF CONTRACT:** The contract shall be for a period of 01 (One) year from the date of signing agreement which may be renewed annually on the basis of satisfactory performance.
9. **AGENCY/CONTRACTOR SUBORDINATE STAFF AND THEIR CONDUCT:** If and whenever any of the Agency/Contractor's employee shall be found guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Agency/Contractor if so directed by the competent authority, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the competent authority of NIT, Uttarakhand.
10. The selected Agency/Contractor (Contractor) will have to pay taxes/income tax on contract amount as applicable. If any additional rates/taxes/income tax has to be paid, that shall be borne by the Agency/Contractor, otherwise it shall be deductible from his payments.
11. The successful bidder should open a local office Srinagar (Garhwal) or nearby area to NIT Uttarakhand. The complete address and contact person details shall be given and all correspondence will be made on this address only. At least one Nodal Officer or above level personnel should be deployed in the Institute who can visit the Institute on regular basis.
12. These conditions will also form part and parcel of the agreement to be executed with the successful Agency/Contractor.

13. With mutual consent between the NIT Uttarakhand and the Contractor any other point can be included in the agreement at the time of its execution.
14. The contractor will supply the list of Personnel to be deployed with full particulars such as age, parentage, address, etc. before the commencement of the Agreement.
15. The contractor may be required to increase/decrease manpower at agreed rate and terms and conditions as and when required by the NIT Uttarakhand.
16. The contractor shall be responsible for fulfilling all his obligations towards the person(s) deployed under the labor laws namely Industrial Disputes Act, Minimum Wages Act, Workmen Compensation Act, the Contract Labor (Regulation and Abolition) Act, EPF Act, Payment of Wages Act, ESI Act, Bonus Act, Maternity Benefits Act, Earned Leave, Shops & Establishments Act, Factories Act, or other labor rule, regulation applicable and amended from time to time. The Contractor shall be responsible for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per rule. **The contractor should be responsible for linking of UAN's and transfer if any.**
17. The Agency/Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
18. The Agency/Contractor shall adhere to the State Minimum Wage Rules set by the Ministry of Labour, Government of India., and in the tender application the categories of the labour to be engaged should be specified. The Agency/Contractor will make payment to his staff engaged as per the minimum wages rates for these categories, from time to time and follow the Contract Labour Act, 1970 and Rules 1971 in this respect.
19. The Agency/Contractor staff shall not be treated as the staff of NIT Uttarakhand for any purpose whatsoever. The Agency/Contractor shall be responsible for strict compliance of all statutory provisions of relevant labor laws applicable from time to time in carrying out the above job.
20. The Agency/Contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract Labor Act and all other labor and industrial enactment at his own risk and cost in respect of all staff employed by him and keep NIT Uttarakhand indemnified for any action brought against it for any violation/noncompliance of any of the provisions of any of the acts etc. The Agency/Contractor will abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the Registers and display notices as required under the above-mentioned rules and regulations and NIT Uttarakhand or his authorized representative shall be entitled to inspect all such records at any time.
21. The Agency/Contractor shall disburse the wages to the workers through cheque/bank transfer on or before 7<sup>th</sup> of every month and Non-payment of wages by and any malpractice if noticed, will invite a penalty which may lead to termination of contract & blacklisting of the firm or any other decision deemed fit by the Competent Authority. The Agency/Contractor will also be liable to pay the disputed outstanding amount. The NIT Uttarakhand shall not be directly responsible for the payment of wages to the employees. It will be the responsibility of the Agency/Contractor to make regular payment to the workers engaged by him as per the minimum wages applicable to the Central Govt.
22. In case of continuous failure (i.e. more than three times) to make payment of wages to the workers within the prescribed period or making a short payment or Non-Compliance of statutory dues by service provider, the security deposit amount deposited by service provider with NIT Uttarakhand will be forfeited. The firm will also be blacklisted.
23. None of the employees of the Agency/Contractor shall enter into any kind of private work at different locations during working hours.
24. Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by NIT Uttarakhand and decision of the NIT Uttarakhand will be final in this regard. In case NIT Uttarakhand in its discretion finds any deployed person as not desirable and not suitable for whatever reasons will be at the sole discretion of the NIT Uttarakhand and upon so being notified by NIT Uttarakhand, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to NIT Uttarakhand.
25. Office timings will be as per Institute norms.
26. The agency must provide I-cards, appointment/experience letters to each employee, clearly mentioned the term

and conditions of employment. Contractor should issue salary slips every month to each worker deployed by them. Also, uniform should also be provided to the Laborers, Gardeners etc. by the vendors. The color and texture of the cloth will be decided mutually.

27. The personnel deployed under this contract shall maintain proper office decorum. They shall not disclose any secret official information to any unauthorized person.
28. The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the NIT Uttarakhand.
29. The workers employed by the Contractor shall be his sole employees and NIT Uttarakhand shall not have any relation whatsoever with employees of the Contractor. He will be fully responsible for their acts, conduct and any other liability.
30. The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for NIT Uttarakhand. The contractor should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated. Violation of this shall attract a warning at first instance and may lead to termination or recurring instances.
31. NIT Uttarakhand shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.
32. The Agency shall not sub-contract the services of personnel sponsored by them.
33. NIT Uttarakhand reserves the rights to award the contract/work in full or in parts to any Agency and also terminate the contract/work at any stage if the performance of the Agency is found to be Not Satisfactory.
34. NIT Uttarakhand is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors.
35. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the NIT Uttarakhand shall have the right to claim the damages from the Agency.
36. The Institute shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the Security deposits of the Contractor.
37. The contract shall keep the Institute indemnified through a fidelity bond of ₹5,00,000/- (Rupees Five Lakhs only) issued by a reputed insurance company against loss caused to the Institute employees deployed by the Contractor at various points. The contractor will be liable for paying for any loss caused to the Institute. In case any employee of the Contractor so deployed enters into dispute of any nature whatsoever it will be the sole responsibility of the Contractor concerned to contest the same. In case Institute is also made party and is required to counsel fee and other expenses shall be paid to the Institute by the Contractor. Further, the contractor shall ensure that no financial or other legal liability of any nature comes on the Institute in this respect.
38. In case of any deficiency in services by staff so deployed on contract basis, provide lesser number of manpower than the minimum required or in the case of disobedience by the staff so deployed on duty, the Registrar, NIT Uttarakhand or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit up to ₹10,000/- (Rupees ten thousand only) for each such occasion after giving him an opportunity of being heard in person. The decision of the Registrar, NIT Uttarakhand shall be final and binding on the contractor.

**39. Termination of The Contract: -**

The contract may be terminated in any of the following contingencies:

- a. On the expiry of the contract period, without any notice;

**OR**

- b. On giving one month's notice at any time during contract period, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services;

**OR**



- c. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.

**OR**

- d. On Contractor being declared insolvent by the competent Court of Law without any notice;

**OR**

- e. In case the Contractor is not interested to continue the contract subject to the condition that the Contractor shall give minimum three months' notice. If the Contractor does not give the requisite notice as mentioned before, then his security deposit shall be forfeited and Bank Guarantee shall be invoked.

"Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period".

40. In the event or exigencies arising due to the death, infirmity, insolvency of the Contractor or for any other reason or circumstances, liabilities thereof the contract shall be borne by the following on such terms and conditions, as the Registrar, NIT Uttarakhand may further deem fit in public interest or revoke the contract, namely:
- Legal heirs, in case of sole proprietor
  - Next partners, in the case of company of firm
  - Otherwise the Director or his nominee, NIT Uttarakhand shall reserve the right to settle the matter accordingly to the circumstances of the case, as he/she may think proper.
41. No party shall be allowed to be represented by the lawyer during any investigation enquiry, dispute or appeal.
42. The Courts at Pauri Garhwal only shall have the jurisdiction for the purpose of this agreement.
43. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the Director, NIT Uttarakhand or his nominee on mutual agreement between both the parties.
44. The award of such Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his/her office or resigning or refusing to work or neglecting his/her work or being unable to act for any reason whatsoever the Registrar, NIT Uttarakhand shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his/her predecessor. The Arbitration and Conciliation Act, 1996, which came into force on 25.01.1996, shall deem to apply to arbitration proceedings. The venue of the arbitration shall be Pauri Garhwal.
45. The Contractor shall provide the copies of the relevant records during the period of contract or otherwise even after the contract is over whenever required by NIT Uttarakhand.
46. The contractor will be responsible for opening individual PF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills.
47. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with NIT Uttarakhand.
48. Arbitration Clause: In the event of any dispute or difference(s) between the vendee Institute (NIT Uttarakhand) and the vendor(s) arising out of non-supply of material or supplies not found according to specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to "The Director, NIT Uttarakhand", Srinagar who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both the parties.
- In case of a dispute between the purchaser and a foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause above. But if this is not acceptable to the supplier then dispute shall be settled in accordance with provisions of UNCITRAL Page 6 of 15 (United Nations Commission on International Trade Law) Arbitration Rules.

- b. The venue of the arbitration shall be the place from where the order is issued.
- c. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- d. All disputes shall be subject to Pauri Garhwal Jurisdiction only.
49. That, services of the manpower provided by the contractor to the NIT Uttarakhand shall be initially for a period of one year commencing from the award of contract and may be extended further by another year subject to satisfactory performance and compliance of all terms and conditions of agreement which will be signed by both the parties within 7 days of issue of letter of award. The cost of stamp paper etc. will be borne by the Agency. Subsequent extension on satisfactory performance will be at the sole discretion of NIT Uttarakhand.
50. The contractor alone shall exercise the control over the personnel deputed and beyond the terms and conditions stipulated herein; the personnel shall be governed by the rules and regulations of the contractor.
51. That, the contractor will submit a copy of Appointment Letter along with Bio-data to the Institute as and when the person is deployed at NIT Uttarakhand for and up to the period of duration of his contract with the Institute.
52. That, the contractor will submit the EPF/ESI account of each individual employee appointed on outsource basis showing therein the total deposit of EPF/ESI account in a particular financial year of the Institute for information.
53. That, it is further understood and agreed between the parties that any changes in the payments structure viz. ESI, PF, Bonus, gratuity and service tax etc. as per the change in the law are recoverable from the client within the said statutory provisions of law. The service providers will be raising bill to NIT Uttarakhand accordingly. Institute will have all rights to recover the amount paid in excess due to change in statutory provisions if any.
54. The Contractor shall abide by and follow all the Local and Central Laws strictly.
55. That, all the payments to be made for the services provided by the contractor shall be made directly to the contractor who will raise the bills accordingly on monthly basis. No payments shall be made directly to the personnel so deputed by the contractor.
56. That, the rates to be paid to the contractor should not be less than Minimum Wages Act and other rules and regulations as applicable and notified from time to time in the official gazette/ Govt. of India.
57. That the rates entered into between the contractor and NIT Uttarakhand for the purpose of supplying the aforesaid services on outsource basis can be revised by mutual agreement during the currency of this contract of revisions of rates as applicable in case of Govt. of India.
58. The personnel shall observe such timings as are prescribed by NIT Uttarakhand from time to time. In the absence of any specific times having been provided for by NIT Uttarakhand normal office timings shall be followed. In case on certain occasion the office needs to be operated over time, no overtime shall be payable.
59. That, the contractor shall be liable for meeting all the statutory requirements as provided by the Acts governing labour laws i.e. Payment of Wages Act 1936, Contract labour (Regulation & Abolition) Act 1970, Minimum wages Act, Employees Provident funds (EPF) Act 1952, Employee State Insurance Act including EDLI, Payments of Bonus Act 1965, Payment of Gratuity Act 1972, private Security Agencies (Regulations) Act 2005, National, Casual, Annual Festival, Maternity, Leave Acts as applicable and as amended from time to time or any other rule framed there under from time to time by the Central or State Government and or any authority constituted by or under any Law, for the category of persons deployed by contractor. The rates so allowed to and paid to contractor shall include all such statutory liabilities and no excess amount shall be paid by NIT Uttarakhand.
60. That, the outsourcing agency would be responsible for maintenance of the leave record of the personal engaged by the agency. The leave applications of the outsourcing manpower would be forwarded to the outsourcing agency and the agency would be responsible to keep record of their leave and follow the relevant rules raise the bill accordingly.
61. That it will be the full responsibility of the contractor to deposit the statutory liabilities as applicable as per rule to the concerned department of the Central / State Government or the controlling agency, duly furnishing a copy to NIT Uttarakhand.
62. That, NIT Uttarakhand shall not be liable for any default on the part of the contractor on his failure to fulfill the statutory requirements and the liability shall be the contractor's alone.
63. That no accommodation, any other allowance over and above the amount given to the personnel so employed shall be provided for by NIT Uttarakhand under this agreement. NIT Uttarakhand is at liberty to change this

clause as and when needed.

64. That the contractor shall be responsible for any loss or damage caused or suffered by NIT Uttarakhand on any account of negligence of the personnel supplied for by the contractor. This shall include any physical, financial and vicarious losses. Loss or damage caused to any property of NIT Uttarakhand by any act or omission on the part of contractor's employees/ personnel shall be borne by the contractor. In the eventually or such occurrence of loss or damage, the enquiry shall be made by the officers of the contractor in consultation with the officer of NIT Uttarakhand. The decision of the Registrar NIT Uttarakhand shall be treated as final in this regard after the said enquiry.
65. That the bio-data of each personnel so provided for the outsourcing shall be supplied to NIT Uttarakhand along with a copy of police verification upon the identity and the testimonials of qualifications etc. Before changing any personnel so provided prior information shall be given to NIT Uttarakhand.
66. An attendance register shall be maintained by the contractor for all the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in the NIT Uttarakhand office and the payment, shall be made to the contractor on the basis of attendance register.
67. That in case of any disciplinary inquiry to be conducted against any delinquent personnel provided for by the Contractor to NIT Uttarakhand, the same shall be held by the Officer of the Contractor, in consultation with the Registrar of the NIT Uttarakhand.
68. That in case of any dispute arising out of this agreement between the contractor and NIT Uttarakhand, the same shall be referred to the sole arbitration of the concerned officer as appointed by the Director NIT Uttarakhand, who may him/her self-take cognizance of the matter or depute/ nominate any officer of the said Institute or any other person who's decision shall be final and binding between the parties. Such arbitrator shall give a seasoned award. An officer of NIT Uttarakhand, in case he/she is nominated, as the sole arbitrator shall cease to be so in case he resigns, retires, suspended or his/her services are terminated or otherwise cease to be an officer Institute. A new arbitrator shall be nominated by the Registrar NIT Uttarakhand in such as eventuality. Supply of services, personnel (manpower) shall however continue to be supplied by the contractor under the terms of this agreement. The submission of any dispute to the arbitrator shall not prejudice the rights of the contractor in any manner whatsoever.
  - a. That the courts covering the area of NIT Uttarakhand only shall have jurisdiction to entertain, try and to decide any dispute arising out of this contract/ agreement.
  - b. That this agreement can be terminated by either party on giving prior notice in writing (without assigning any reason) as per corresponding terms of termination of contract.
  - c. The persons provided by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and administration of the contractor and in no case, a relationship of employer and employee between the said employee and the NIT Uttarakhand shall accrue/ arise implicitly or explicitly.
  - d. It is further agreed that the personnel so employed by the contractor and deputed in the office of NIT Uttarakhand shall have no right to employment against any post of the Institute (NIT Uttarakhand). It is further agreed that their services are being taken on a purely contractual basis/ outsource basis and NIT Uttarakhand reserves the rights to do away with the agreement as and when so required without assigning any reason.
  - e. The Contractor will abide by all the terms and conditions stated herein and directions given to him from time to time as per the need of the hour.

## 69. TERMS OF PAYMENT

The Agency would be paid each month the amount agreed in the award of letter on lump sum basis, after payment of wages to the respective deployed personnel and other statutory dues. **The monthly wages will be paid by the agency to the deployed personnel by depositing the monthly wages in their respective bank accounts.**

Bills have to be raised in duplicate along with following documents:

## **I. Attendance and Deployment Register/ Sheet:**

The agency is bound to maintain all the registers (format is given in Table A for Attendance Register and Table B for Deployment Register) in the prescribed format only, for proper monitoring and verification of deployed manpower. The agency has to furnish all the registers as and when asked for the same. In case of any discrepancies in maintenance of records/register the institute will impose a penalty as per the case.

## **II. Wage Sheet and Muster Sheet:**

The agency has to produce monthly bill in prescribed format only (Table C for Detailed Invoice for every deployed person and Table D for Total Claim of bill). The bill should be submitted on or before 3<sup>rd</sup> of following month so that payment should be released at the earliest. Agency has to ensure that all requisite documents/receipt/certificate are enclosed with the original invoice (in triplicate) as prescribed by the Institute.

## **III. Copy of the E.P.F. Challan:**

If the agency is paying EPF for deployment at more than one place a statement of calculation showing contract/institute wise payment has to be enclosed so that it can be ascertained that payment has been duly deposited.

## **IV. Copy of ESIC Challan:**

If the agency is paying ESIC for deployment at more than one place a statement of calculation showing contract/institute wise payment has to be enclosed so that it can be ascertained that payment has been duly deposited.

## **V. Copy of monthly return submitted to the E.P.F. authorities (Form 12A, 5 and 10) as applicable.**

## **VI. A bank statement showing the details of wages paid in the account of the deployed persons.**

The processing of monthly bill will be made after due certification by the Incharge-Sanitation and Assistant Registrar (Administration), than the bill will be forwarded to Accounts Section for payment.

Aforementioned conditions are acceptable to me.

Signature of Contractor

### **Enclosures:**

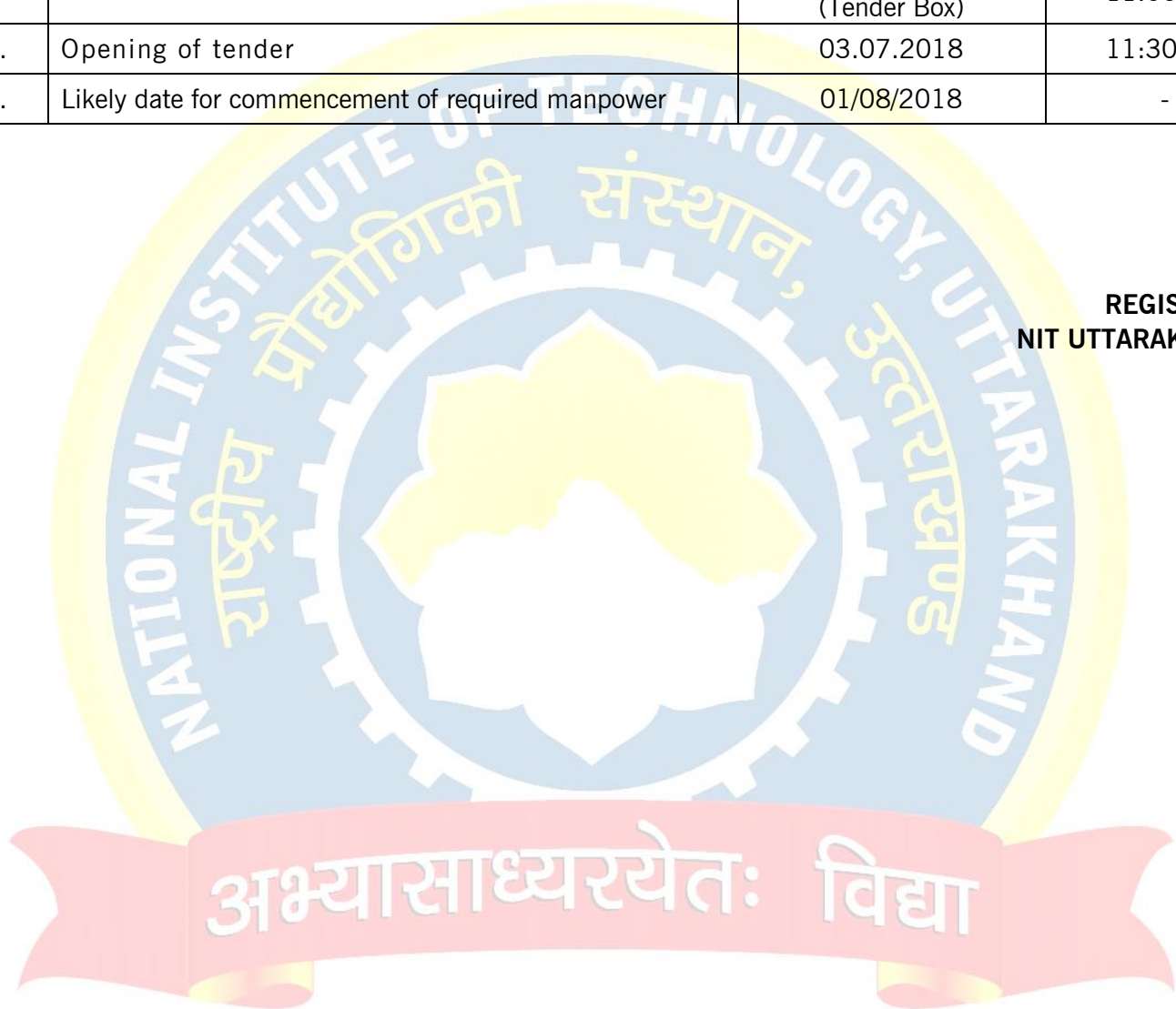
- i. Annexure – I: Schedule and EMD of Tender
- ii. Annexure – II: Bidder's general information
- iii. Annexure – III: Bidder's Eligibility Criteria
- iv. Annexure – IV: No Deviation confirmation
- v. Annexure – V: Technical Bid
- vi. Annexure – VI: Financial Bid

Sd/-  
REGISTRAR,  
NIT UTTARAKHAND

**Schedule of Tender**

S.No.	Details	Date	Time
01.	Notification of Tender	08.06.2018	--
02.	Pre-Bid Conference	18.06.2018	11:00 AM
03.	Last date of submission of tender	02.07.2018 (Speed Post Only)	05:30 PM
		03.07.2018 (Tender Box)	11:00 AM
04.	Opening of tender	03.07.2018	11:30 AM
05.	Likely date for commencement of required manpower	01/08/2018	-

**REGISTRAR,  
NIT UTTARAKHAND**



**BIDDER'S GENERAL INFORMATION**

Bidder should indicate following information along with the self-attested photocopies of supporting documents:

1.	Name of Firm/Agency/Contractor	
2.	Number of Years in Operation	
3.	Registered address	
4.	Operational Address if different from above	
5.	Telephone No. (Landline)	
6.	Tele fax No.	
7.	Mobile No.	
8.	Official Email Address	
9.	Name & Address of Branch, if any	
10.	Type of Organization (whether private limited/LLP/ partnership/sole proprietorship) as per attached proof)	
11.	Name of Proprietor/ Partners/Designated Partners/Directors of the Organization/Firm	
12.	ISO Certification, if any {If yes, please furnish details}	

(SIGNATURE OF BIDDER WITH SEAL)

**BIDDER'S ELIGIBILITY CRITERIA**

Sr. No.	Description	Confirmation (Yes/No)	Proof Attached at Page No.
1	Does your agency approved/recognized/registered by Govt. of India/State Govt. for providing Manpower Services? Copy of relevant certificates should be attached. Service Provide should have a valid license from competent license authority under the provision of contract Labour Act. 1970 and Contract Labour Central Rules 1971.		
2	Does your agency/Contractor comply with the statutory requirements such as valid Registration with EPF, ESI/PAN/TAN and GST etc. Registration authorities and license to execute such contracts?		
3	Does your agency have been in existence for the last 05 years?		
4	Do you have any experience of providing similar services in Educational Institutes?		
5	Does your agency implement at least 3 contracts of deployment of Ministerial Staff, Technical Staff, Lab staff and Labours etc. to IITs/NITs/ISC/ISSER/IIM/IIIT during the last 3 years?		
6	Does out of previous three contracts one was worth ₹1.5 crore and at least 125 manpower were deployed.		
7	Does the agency deploy at least 200 or more workers continuously on roll for the last six months? For proof EPF challan should be submitted. Financial sources to run the contract.		
8	Financial Sources to run the contract		
9	Do you have average annual turnover of ₹10.00 Crores in preceding three financial years in similar services? (Copy of audited balance sheets and ITR certificates with matching PAN Number must be enclosed).		
10	Does your agency have been blacklisted by any Govt., Semi Govt Deptt. or any other organization? <b>An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Tender Fee &amp; EMD.</b>		
11	Whether the Earnest Money in the form of Bankers Demand Draft are enclosed?		
12	Have you completed /submitted other required Information / documents, as mentioned in the Tender Document?		
13	Have your firm/ Agency/Contractor ISO 9001- 2008 certified?		
14	Do you have a registered/branch office in Uttarakhand?		

Date:

Note: Enclose copies of the relevant documents.

**(SIGNATURE OF BIDDER WITH SEAL)**

**NO DEVIATION CONFIRMATION**

To

The Registrar,  
NIT, Uttarakhand.

Dear Sir,

I/We understand that any deviation/exception in any form may result in rejection of BID. I/We, therefore, certify that we have not taken any exceptions/deviations anywhere in the BID and I/ we agree that if any deviation/exception is mentioned or noticed, our BID may be rejected.

**(SEAL AND SIGNATURE OF BIDDER)**



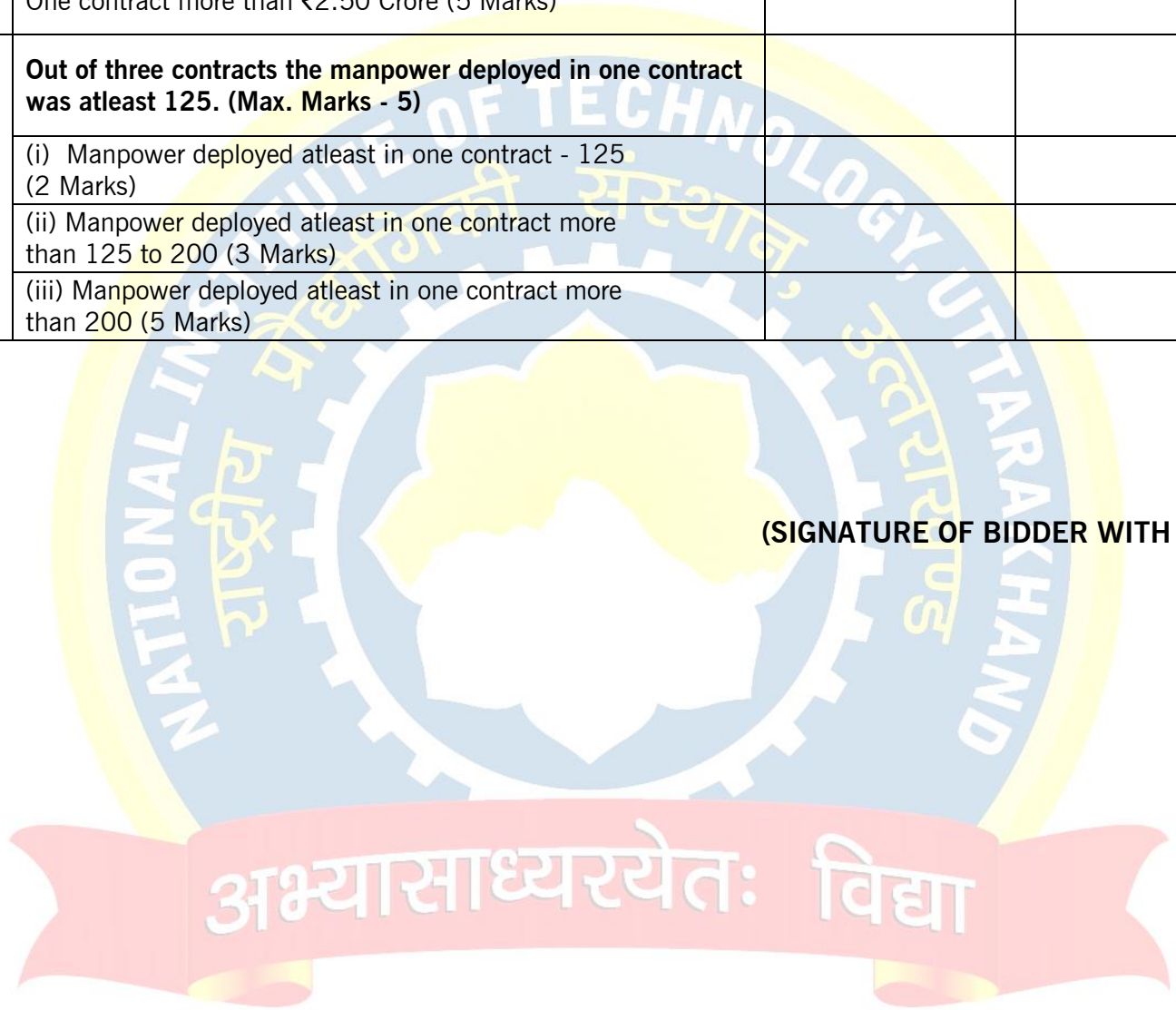


**TECHNICAL EVALUATION MATRIX FOR BIDDER****Name of the bidder:** \_\_\_\_\_*(Sr. No. I to III. To be filled in by the Agency/Contractor)***Evaluation Matrix :****Total Marks: 50**

Sr. No.	Description	Documentary Proof attached at Page No.	Documentary Proof attached at Page No.
<b>I</b>	<b>Certification and Credentials</b>		
	<b>Company Incorporation (Max. Marks – 5)</b>		
a)	(i) Private Limited/Limited Company/Corporation (5 Marks) (ii) Partnership With Limited Liability (4 Marks) (iii) Partnership firm – (3 Marks) (iv) Proprietary firm – (1 Mark)		
	<b>Assessment of average turnover for the preceding three financial years on the basis of audited balance sheets and certificates of ITR (Max. Marks - 10)</b>		
b)	(i) Turnover of $\geq$ ₹5 Crore < ₹10 Crore (3)		
	(ii) Turnover of $\geq$ ₹10 Crore < ₹15 Crores (5)		
	(iii) Turnover of $\geq$ ₹15 Crores < ₹20 Crores (7)		
	(iv) Turnover of $\geq$ ₹20 crores (10)		
	<b>Does agency comply with the statutory requirements such as valid registration with EPF/ESI/PAN/TAN &amp; GST Etc. (Max. Marks - 5)</b>		
c)	(i) EPF Registration (1 Mark)		
	(ii) ESI Registration (1 Mark)		
	(iii) PAN Registration (1 Mark)		
	(iv) TAN Registration (1 Mark)		
	(v) GST Registration (1 Mark)		
<b>II</b>	<b>Worker strength and Experience in large volume, multistate relevant assignments (Max. Marks - 10)</b>		
	Total workers continuously on rolls for last six months, will be verified		
a)	(i) 200 workers = 2		
	(iii) 200 – 500 workers = 5		
	(iv) 500 – 1000 workers = 7		
	(iv) >1000 workers = 10		
<b>III</b>	<b>Working Experience</b>		
	<b>Whether implemented at least 3 contracts of deployment for Ministerial Staff, Technical Staff, Lab Staff &amp; Laborers etc. To IITs/NITs/ISCS/ISSER/IIM/IIITs during the last three years. (Max. Marks – 10)</b>		
a)	(i) Implemented 3 contracts during last three years (5 Marks)		
	(ii) Implemented 4–7 contracts during last three years (7 Marks)		

Sr. No.	Description	Documentary Proof attached at Page No.	Documentary Proof attached at Page No.
	(iii) Implemented 8 or more contracts during last three years (10 Marks)		
b)	<b>Out of three contracts one contract should be of worth ₹1.50 crore (Max. Marks - 5)</b>		
	One contract worth ₹1.50 crore (2 marks)		
	One contract more than ₹1.50 crore upto ₹2.50 crore (3 Marks)		
	One contract more than ₹2.50 Crore (5 Marks)		
c)	<b>Out of three contracts the manpower deployed in one contract was atleast 125. (Max. Marks - 5)</b>		
	(i) Manpower deployed atleast in one contract - 125 (2 Marks)		
	(ii) Manpower deployed atleast in one contract more than 125 to 200 (3 Marks)		
	(iii) Manpower deployed atleast in one contract more than 200 (5 Marks)		

(SIGNATURE OF BIDDER WITH SEAL)



**FINANCIAL BID****Name of the Agency along with Address and Telephone No. :**

Description of work: Contract for providing manpower on outsourcing basis in NIT Uttarakhand as per qualification, pay structure and job requirements of each category of such staff on contract basis as per details mentioned in the tender document subject to fulfillment of other terms and conditions of the Agreement.

**Amount Quoted:** (Please quote the rate)

Service Charges	(In figure): _____ (Percent)
	(In Words): _____ (Percent)

Certified that I/We have read the instructions given in the tender documents. I/We undertake to supply the required categories and number of manpower. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

(Signature of Bidder/ Contractor)  
with sealed stamp

अभ्यासाध्यरयेतः विद्या



Table – B

**FORMAT OF DEPLOYMENT REGISTER**

(To be submitted every day in Establishment Section with the name of person deployed)

Date:

S.No.	Post	Category	Shift-I	Shift-II	Shift-III
01.					
02.					
03.					
04.					
05.					
<b>Total days</b>					
<b>Total days in all shift (I+II+III)</b>					

(Supervisor has to verify attendance every day and produce the same before Incharge- Sanitation for verification and then submit to Establishment Section).

Signature of Supervisor

अभ्यासाध्यरयेतः विद्या

Incharge-Sanitation

Table – C

**FORMAT OF DETAILED INVOICE**

Format of details must be attached with original invoice, duly signed by the Agency.

S. No.	Category	Deployment position	Name	Rate	No. of days present	No. of paid holidays	Total payment days (refer Table-A)	Gross payment	Worker contribution to PF	Worker contribution to ESI	Total Deduction	Net salary	Institute contribution To PF	Total PF	Inst. Contribution to ESI	Total ESI
(a) Sub Total																
(b) Sub Total																
(c) Total (a+b)																
(d) EPF @13.15% on (c)																
(e) ESI @4.75% on (c)																
(f) Total (c+d+e)																

Table – D

**FORMAT OF INVOICE**

(The agency is bound to produce monthly bill in the format prescribed hereunder failing which the Institute will not settle the bill.)

<b>S.No.</b>	<b>Particulars</b>	<b>Actual Payment</b>
01.	<b>Basic Amount</b> (x)	
02.	<b>Service Charge on basic amount</b> (x*% of service charge)	
03.	<b>EPF</b> (x*% of EPF including administrative charges)	
04.	<b>ESI</b> (x*% of ESI)	
05.	<b>TOTAL</b> (1+2+3+4) – y	
06.	<b>GST</b> (y*% of GST)	
07.	<b>GRAND TOTAL</b> (5+6)	

(All the figures in total must be rounded in nearest rupees. All the figures must be rounded of in two digits after points as per the standard rounding of rules i.e. less than five should be omitted and five & above should be rounded to the next figure.)

Date and Signature of Agency with Seal