



## **NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**

An Institute of National Importance under Ministry of Education, (Shiksha Mantralaya), Govt. of India  
M.G. ROAD, DURGAPUR-713209

### **TENDER DOCUMENT**

(Providing Outsourcing services of Un-Skilled/Skilled/Highly Skilled Manpower Services on contract basis for daily Civil Maintenance & operation at NIT Durgapur.)

**TENDER No. NITD/MAINT/16/SPC/2021-22**

**Dt. 02/12/2021**



## **NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**

MAHATMA GANDHI AVENUE, DURGAPUR-713209

(West Bengal), INDIA, [www.nitdgp.ac.in](http://www.nitdgp.ac.in)

An Institution of national importance under Ministry of Education, , (Shiksha Mantralaya), Govt. of India

**TENDER NO.: NITD/MAINT/16/SPC/2021-22**

**Date: 02/12/2021**

### Notice Inviting Tender Notice

NITD invites online e-Tender from reputed contractors for the work of (Providing Outsourcing services of Un-Skilled/Skilled/Highly Skilled Manpower Services on contract basis for daily civil maintenance & operation at NIT Durgapur.)

E-tenders are invited in two-bid system, i.e., i) Technical Bid ii) Financial Bid from bonafide, resourceful and competent contractors for execution of works as mentioned below in brief:

#### Eligibility Criteria of Bidders:

- 1) The bidders shall have to fulfill the criteria of satisfactory execution of works as given below:
  - (A) Three (3) similar works, each of value not less than 40% of the estimated cost put to tender, Or
  - (B) Two (2) similar works, each of value not less than 60% of the estimated cost, Or
  - (C) One (1) similar work of value not less than 80% of the estimated cost, all above amounts rounded off to a convenient full figure of nearest Rs. 10, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited in any Govt./Semi Govt./Quasi Govt./Autonomous bodies. Similar work means Supply of manpower only. The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of submission of bids.

Relevant documents consisting of general tender documents and scope of work including B.O.Q. can also be download from our institute website ([www.nitdgp.ac.in](http://www.nitdgp.ac.in)). The parties, who will participate in the tender, are required to deposit the cost of the tender documents in the form of a separate demand draft along with necessary documents.

Submission of completion / successful performance certificate along with work order is mandatory. Non-receipt of the same tender may be declared as technically non-responsive.

- 2) Self attested Photo copy of company's audited balance sheet for the last 03 years.
- 3) Latest Bank Solvency Certificate not less than 30 % of the estimated value obtained from Nationalized Bank / Scheduled Commercial bank. The solvency certificate should not be more than one year old prior to the date of submission of tender or should have validity as on last date of submission of tender
- 4) Details of company profile.
- 5) Details of valid MSME/ NSIC Certificates, if any
- 6) Tenderer must sign in each page of tender documents and Proforma Agreement as a

token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender document and Proforma Agreement.

- 7) Scanned Copy of a single Demand Draft of requisite value for the Bid Security/EMD as per NIT. NSIC Registered MSME bidders who wants to claim the EMD exemption need to submit the Scanned copy of Latest and valid NSIC/MSME Certificate in place of the DD of the EMD.
- 8) The bidders should have valid certificates of Enlistment / Registration / Trade License, GST No., ESI & EPF registration No. of government authorities.
- 9) Details of average annual financial turn over on similar works should be at least 100 % of the estimated cost during the last three consecutive financial years. Self-attested copy of audited balance sheet to be submitted.
- 10) The contractor shall be registered with Regional Labour Commissioner (Central) and obtain license as per contract labour Act. 1976, within a reasonable time.

### Schedule of Work

Name of Organization	National Institute of Technology Durgapur
Nature of Work	Providing Outsourcing services of Un-Skilled/Skilled/Highly Skilled Manpower Services on contract basis for daily Civil Maintenance & Operation at NIT Durgapur.
Tender No.	NITD/MAINT/16/SPC/2021-22
Tender Estimated Cost (Including GST)	Rs. 52,61,623/-
Period of Engagement	One Year
Tender Type	Open
Tender Category	Service
Type/Form of Contract	Service
Product Category	Service
Source of Fund	Institute
Is Multi Currency Allowed	NO
Date of Issue/Publishing	02-12-2021
Document Download Start Date	02-12-2021
Document Download End Date	23-12-2021 (17:30)
Date for Pre-Bid Conference	16-12-2021 (11:00)
Venue of Pre-Bid Conference	Maintenance Section, NIT Durgapur.
Last Date and Time for Uploading of Bids	23-12-2021 (17:30)
Date and Time of Opening of Technical Bids	24-12-2021 (11:00)
Tender Fee (Non-Refundable) by E-Payment only	Rs. 500/-
Tender Processing Fee (Online Mode Only)	Rs. 6,208/-
EMD by DD only	Rs. 1,05,232/-
No. of Covers**	02
Bid Validity days	90 days (From last date of opening of tender)
Address for Communication	1) Mr. B. Nagarajan, Assistant Engineer (Electrical) and I/C Maintenance Section, National Institute of Technology Durgapur

	M. G. Avenue. Durgapur -713209, West Bengal. INDIA 2) Dr. Pronab Roy, FIC (Civil), Assistant Professor, National Institute of Technology Durgapur M. G. Avenue. Durgapur -713209, West Bengal. INDIA
Contact No.	0343 2759028/4190/9031
Email Address	<b>nagarajan.b@admin.nitdgp.ac.in</b>
ITI Helpdesk Contact No. and mail address	Helpdesk Number-011-4960 6060 <a href="mailto:helpdeskeuniwizarde.com@gmail.com">helpdeskeuniwizarde.com@gmail.com</a> Mr. SK Tariq- 9355030608; <a href="mailto:eprochelpdesk.35@gmail.com">eprochelpdesk.35@gmail.com</a> Mr. Saikat Pal - 8927976198 <a href="mailto:eprochelpdesk.38@gmail.com">eprochelpdesk.38@gmail.com</a>

If the last date of tender opening coincides with a Holiday / Bandh, the same will be deferred to the next working day.

Sl.No.	Nature of Work	Earnest Money Deposit in INR	Performance Guarantee (in INR)
1	Providing Outsourcing services of Un-Skilled/Skilled/Highly Skilled Manpower Services on contract basis for daily civil maintenance & operation at NIT Durgapur.	Rs. 1,05,232.00	5% of the tendered value of the work (Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance is 15 + 3 days)

The total security money (Performance guarantee @ 5% plus EMD @ 2% plus SMD @ 3%) will be refunded after one year from the date of completion of contract.

For NSIC/MSME firms EMD is exempted though there is no exemption or preference in i) bid value and ii) Security Deposit (=10%) for those having certificate of NSIC/MSME. In that case the total security money will be (Performance Guarantee @ 5% plus SMD @ 5%).

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakhs, whichever is less, will have to be deposited in shape of DD, and balance in shape of Bank Guarantee of any scheduled bank.

In case the contractor fails to deposit the said performance guarantee within the period as indicated above, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

#### **PROCEDURE FOR SUBMISSION OF E-TENDER**

The bidders are required to submit soft copies of their bid electronically on the ITI e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the

requirements and submit their bids online on the ITI e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal <https://mhrd.euniwizarde.com>

## 1. REGISTRATION PROCESS ON ONLINE PORTAL

- a. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link “Bidder Enrolment” as per portal norms.
- b. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- c. Bidders must provide the details of PAN number, registration details etc. as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours. After completion of registration payment, you can also send your acknowledgement copy on our help desk mail id [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com) for activation of your account.
- d. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with signing key and encryption usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e. A bidder should register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- f. Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

## 2. Tender Document Search

- a. Various built-in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- c. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘**Interested Tenders**’ folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

## 3. Bid Preparation

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PNG, etc. formats.

#### **4. Bid Submission**

- a. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidders must pay required payments (Form fee, EMD, Tender Processing Fee etc.) as mentioned before submitting the bid
- d. Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/ EMD wherever applicable and enter details of the instrument.
- e. The details of the Earnest Money Deposit(EMD)/Cost of Tender document submitted physically to the Dept and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- f. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- g. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- k. Kindly have all relevant documents in a single PDF file.
- l. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- m. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

## 5. Amendment of bid document

At any time prior to the deadline for submission of proposals, the NIT Durgapur reserves the right to add/ modify/ delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

## 6. Instruction to Bidders

- a. Process for Bid submission through ITI E-wizard portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of website <https://mhrd.euniwizarde.com>. Steps are as follows:

(Home page ⇒ Downloads ⇒ Bidder Manuals).

- b. The tenders will be received online through portal <https://mhrd.euniwizarde.com> In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- c. Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://mhrd.euniwizarde.com> Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site <https://mhrd.euniwizarde.com> under the link 'DSC help'.

Tenderers are advised to follow the instructions provided in the 'User Guide and FAQ' for the e- Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at <https://mhrd.euniwizarde.com>

- d. The bidder has to **"Request the tender"** to portal before the **"Date for Request tender document"**, to participate in bid submission.
7. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
8. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
9. No deviation to the technical and commercial terms & conditions allowed.
10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids.

## CHECK LIST OF ATTESTED COPIES OF DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID

Sr. No.	Particulars	Declaration (Submitted/Not Applicable)
1	Scanned Copy of online transaction details for Tender Document Fee	
2	Scanned Copy of DD/BG for EMD	
3	Certificate of Enlistment/ Trade License/ License Validity	
4	Scanned details of Company's Category (Micro/ Small/ Medium unit as per MSME/NSIC)	
5	Name & Address of Director/ Proprietor/ Partners	
6	Scanned copy Registration of firm/ Partnership Deed (If any)	
7	Phone Number & E-mail ID	
8	GST Registration Certificate	
9	EPF Registration Certificate with last six months ECR (copy should be attached)	
10	ESIC Registration Certificate with last six months ECR (copy should be attached)	
11	Last three years IT Return and Audited Balance Sheet Certificate	
12	Work Experience/ Credential Certificates	
13	Latest Bank Solvency Certificate @ 30 % of estimated value not older than one year from the tender opening date	
14	Scanned copy of Aadhar Card/ Voter I.D.	
15	Scanned copy of PAN Card	
16	Certificate of Registration with Regional Labour Commissioner (Central)	
17	Duly signed tender documents with declaration	

List of Documents to be uploaded in the "Technical Bid Folder" and to be filled online .xls file in cover-1 folder of e-Wizard.

Note: If the information is not pertaining to the bidder, in the third column he should specify as "Not Applicable"



**Method for submission of bid documents.**

In this tender, the bidder has to participate in e-tender online. Some documents are to be submitted physically offline.

**A) Tender must be submitted online in two parts,**

(a) Technical bid (Cover-1) and (b) Price bid (Cover-2).

## 1) Tenderers have to upload the following documents:

- i) GST Registration Certificate.
- ii) Latest valid licenses like Trade License, ESI, and EPF, whichever is applicable. The bidder should provide last six months EPFO & ESIC Electronic Challan cum Return (ECR).
- iii) Requisite Credentials as mentioned above.
- iv) Bank Solvency certificate = 30 % of the estimated value not older than one year from the tender opening date.
- v) Voter I.D., Aadhar Card, PAN Card.
- vi) Latest IT returns and audited balance sheet.
- vii) Separate demand draft towards cost of tender paper as mentioned above
- viii) Scanned Copy of a single Demand Draft of requisite value for the Bid Security/EMD as per NIT. NSIC/MSME Registered bidders who wants to claim the EMD exemption need to submit the Scanned copy of Latest and valid NSIC/MSME Certificate for the same nature of works in place of the DD of the EMD.
- ix) The bidder must sign in first and last page of tender documents and Proforma Agreement as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender document, general terms of the contract and Proforma Agreement. A company declaration with sign and company seal/stamp with date stating acceptance of all the terms and conditions provided in Notice Inviting Tender and General Conditions of Contract is mandatory.
- x) The contractor shall be registered with Regional Labour Commissioner (Central) and obtain license as per contract labour Act. 1976, within a reasonable time.

**B) Offline Submission**

The bidder shall submit the following documents offline in Physical to Maintenance Section, NIT Durgapur on or before the date & time of submission of bids specified in NIT, in a sealed Envelope. The envelope shall bear (the tender name), the tender number and the words "DO NOT OPEN BEFORE" (due date & time).

- i) Original Demand Draft (DD) – drawn in favor of NIT Durgapur, payable at Durgapur, issued by any scheduled bank towards the payment of total Bid Security/EMD as per NIT through a single Demand Draft which to be deposited on or before of bid submission date. NSIC registered MSME bidders who want to claim the EMD exemption need to submit the attested copy of the latest and valid MSE certificate in place of the DD of the EMD.

Earnest money as mentioned, is to be deposited along with tender, in the form of an A/C payee demand draft in favour of "National Institute of Technology, Durgapur" payable at SBI, NIT Durgapur branch Durgapur-713209 and to be enclosed with in part "A" of the tender.

Bank details for online payment of Earnest money and the tender fee as mentioned:

Division/ Department (If any)	Name of Account Holder	Name of the Bank	Account Number	Bank Branch/IFSC Code	MICR Code
NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR	NIT (DURGAPUR) SOCIETY	STATE BANK OF INDIA	11520034072	SBIN0002108	713002204

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakhs, whichever is less, will have to be deposited in shape of DD, and balance in shape of Bank Guarantee of any scheduled bank.

- ii) Power of Attorney/ Resolution of Board of Directors, authorizing an individual with whose DSC the tender is submitted on e-tendering portal (if and as applicable). In case it is not applicable a letter on the letter head of the firm addressed to the Registrar, NIT Durgapur stating that the *Power of Attorney is not applicable because the tender is submit on e-tendering portal with the DSC of Shri.....who is the sole-proprietor/partner of the firm.*

**Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid-submission also.**

**Other necessary points of attention:**

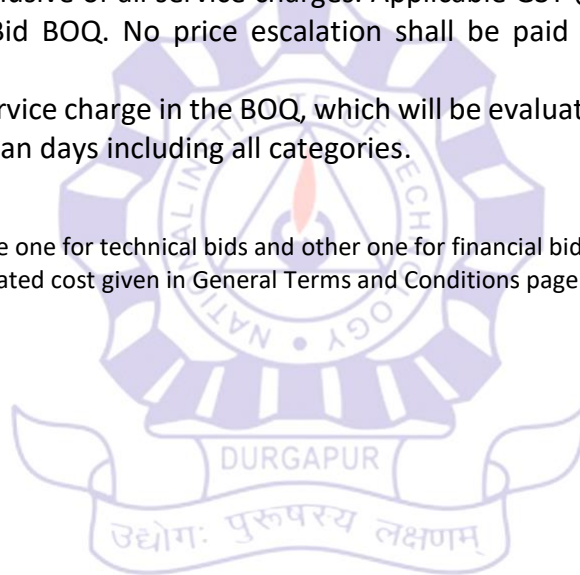
- 1) EMD and cost of tender paper are exempted for bidders having certificate from NSIC/MSME.
- 2) Bidders can also download and get necessary information regarding tender documents from <https://mhrd.euniwizarde.com>
- 3) (i) GST, or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and NIT Durgapur shall not entertain any claim whatsoever in this respect except as provided under 6(ii)  
(ii) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, or any tax, levy or cess applicable on inputs.  
However, effect of variation in rates of GST or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time.  
The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
- 4) The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.
- 5) **Release of Security Deposit after labour clearance:** Security Deposit of the work shall not be refunded till the Contractor produces a clearance certificate from the Labour Officer, As soon as the work is virtually complete the Contractor shall apply for the clearance certificate to the Labour

Officer under intimation to the Employer. The Employer, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the Contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

- 6) Tender calling authority reserves the right to cancel any tender or close agreement any time without giving any reasons.
- 7) Bids with unconditional rebates may be accepted but conditional tenders will be summarily rejected.
- 8) Sometimes issue of Corrigendum may be necessary to clarify doubts raised or to make some corrections. All such corrigendum shall be displayed on web site <https://mhrd.euniwizarde.com> and NIT Durgapur website. The bidders are therefore advised to refer to this site from time to time to keep them updated.
- 9) For more details, refer to the General Conditions attached.
- 10) Rates quoted shall be inclusive of all service charges. Applicable GST @ 18% will be automatically calculated in the Price Bid BOQ. No price escalation shall be paid during the currency of the contract.
- 11) Bidder will quote their service charge in the BOQ, which will be evaluated later into % (percentage) on Basic + VDA of total man days including all categories.

\*\*Note 1: Number of Covers are one for technical bids and other one for financial bids.

2: Breakup of the estimated cost given in General Terms and Conditions page number 43.





**NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**

An Institute of National Importance, Ministry of Education, (Shiksha Mantralaya), Govt. of India  
M.G. ROAD, DURGAPUR-713209  
Website: [www.nitdgp.ac.in](http://www.nitdgp.ac.in)

**GENERAL TERMS AND CONDITIONS**

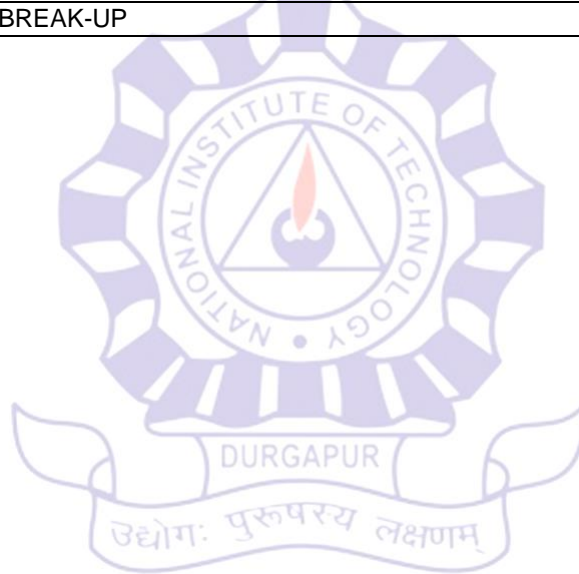
For

Providing Outsourcing services of Un-Skilled/ Skilled/  
Highly Skilled Manpower Services on contract basis for daily  
civil maintenance & operation at NIT Durgapur.

**TABLE OF CONTENTS**

Sl. No	PARTICULARS	Page
1.	INVITATION TO BID	15
2.	INSTRUCTIONS TO BIDDERS	16
2.1	DEFINITIONS	16
2.5	COST OF THE TENDER DOCUMENT	16
2.6	SCHEDULE OF TENDER	16
3.	PROCEDURE FOR SUBMISSION OF BIDS	18
3.8	EARNEST MONEY AND ITS CONVERSION TO SECURITY DEPOSIT	19
3.9	TECHNICAL BID	20
3.10	COMMERCIAL BID	21
4.	COST INCURRED WITH TENDERING	21
5.	AMENDMENT IN TENDER DOCUMENT	21
6.	LANGUAGE OF BIDS	21
7.	BID CURRENCY	21
8.	BID VALIDITY	22
9.	AMENDMENTS/ MODIFICATIONS OF TENDER	22
10	BID EVALUATION PROCESS	22
11	SIGNING OF THE CONTRACT	22
12	GENERAL TERMS & CONDITIONS	23
13	PURCHASER'S RIGHT TO REJECT ANY/ALL BIDS	24
14	BID REJECTION CRITERIA	25
15.	PERFORMANCE GUARANTEE	25
16.	TERMINATION	26
17	PENALTY	27
18	REVISION OF RATE	28
19	TAXES, DUTIES AND LEVIES	28
20	PERIOD OF CONTRACT	28
21	CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT	28
22	PAYMENT OF CONTRACTOR'S BILL	28
23	ACCIDENT OR INJURY TO WORKMEN	29
24	DAMAGE TO PROPERTY	29
25	ARBITRATION	29
26	JURISDICTION	29
27	GENERAL RULES	29
28	SITE FAMILIARISATION	29
29	LAST PAYMENT	30
30	TENTATIVE SCOPE OF WORK & NUMBER OF MANPOWER	30
31	SPECIAL CONDITIONS	30
	FORMS AND FORMATS FOR SUBMISSION OF BID	
	PART-I	
	<b>F-1</b>	
	DETAILS OF EARNEST MONEY DEPOSIT	32

<b>F-2</b>		
BID FORM		33
<b>F-3</b>		
BIDDER'S GENERAL INFORMATION		34
<b>F-4</b>		
BIDDER'S ELIGIBILITY CRITERIA		35
<b>F-5</b>		
NO DEVIATION CONFIRMATION		36
<b>F-6</b>		
LETTER OF AUTHORITY		37
<b>PART-II</b>		
PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY		38
INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE SECURITY		40
TENTATIVE DETAILS FOR DIFFERENT CATEGORIES OF STAFF TO BE DEPLOYED BY THE AGENCY / CONTRACTOR.		42
MANPOWER RATE BREAK-UP		43



1.1 INVITATION TO BID

**Tender No: NITD/MAINT/16/SPC/2021-22**

Dated:

To:

-----  
-----  
-----  
-----

Dear Sir(s)/ Madam(s),

Pursuant to your request, the Registrar, NIT Durgapur acting for and on behalf of the Director, National Institute of Technology Durgapur have pleasure in forwarding the tender document to enable you to submit your bidding offers.

a. This invitation to tender is for:

**Outsourcing of Un-skilled/ Skilled/Highly-skilled Manpower Services at NIT Durgapur**

b. Bidders are advised to study the Tender Document carefully. Submission of Tender shall deem to have been done after careful study and examination of the Tender Document with full understanding of its implications.

c. This Tender Document is not transferable.

Yours faithfully,

Registrar  
NIT Durgapur



## 2. INSTRUCTIONS TO BIDDERS

e-Tenders are invited from highly reputed, well established & professional **outsourcing agencies, capable of providing Un-skilled/ Skilled/ Highly-skilled Manpower Service** at National Institute of Technology Durgapur. The Tender form may be downloaded from <https://mhrd.euniwizarde.com> or through Institute website <http://www.nitdgp.ac.in> and must be submitted along with tender cost of Rs. 500/- (Rupees Five Hundred only) in online payment mode only in favour of National Institute of Technology Durgapur. The agency should be fulfilling following criteria:-

### 2.1 DEFINITIONS

For the purpose of the tender (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

1. "Institution" shall mean the National Institute of Technology Durgapur.
2. "Competent Authority" shall mean the 'Director', National Institute of Technology Durgapur.
3. "Agency/contractor" shall mean a tenderer whose tender has been accepted by the School in writing.
4. The "Tender" shall mean the tender form (Technical bid and Financial bid including NIT, Terms & Conditions, Application Fee, EMD, Security Deposit)
5. "Bidder" shall mean the prospective bidder who has duly purchased the Tender Document or who has downloaded it from the Institute website or (E-WIZARD), remitted its cost and intends to offer the services in accordance with the conditions mentioned in this document.

2.2 **Quoting unduly lower rate of Service Charge:** The contractor has to quote service charge that takes care of TDS, expenditure towards **IDENTITY CARD**, all the statutory charges relating to this contract, etc.; and reasonable margin thereafter. The Institute has responsibilities as Principal Employer and would like to ensure that unduly lower rates of service charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers, etc. thereby affecting the performance of the workers.

2.3 **Decision on reasonability of service charge:** Institute reserves right to take a view on the reasonability of the rate of service charge. The decision of the Institute in this regard shall be final and binding. No representation will be entertained and replied to.

2.4 **Invalidation of bid:** Failure to fulfill any of the conditions laid down in the Tender document renders the tender invalid.

### 2.5 COST OF THE TENDER DOCUMENT

The Bidder shall deposit Rs. 500 (Rupees Five Hundred Only) by way of online payment mode favouring National Institute of Technology Durgapur payable at Durgapur being the cost of the tender document (non-refundable) along with a forwarding letter from the Bidder giving its address & contact details. Payment made through any other mode will not be accepted. Bids without cost of tender document will not be considered for evaluation.

## SCHEDULE OF TENDER

Tender Documents can be downloaded from the Institute website <http://www.nitdgp.ac.in> and e-Wizard <https://mhrd.euniwizarde.com> AM onwards w.e.f. **02/12/2021**.



- 2.6 The Bid document is available online and the Bid should be submitted online on <https://mhrd.euniwizarde.com>. The Bidder is required to register on the e-Wizard website which is free of cost but they must have Digital Signature Certificate (DSC) from one of the authorized Certifying Authority (CA) in order to apply and submit their Bid online.
- 2.7 The Bid can be submitted online w.e.f. **02/12/2021 to 23/12/2021** on <https://mhrd.euniwizarde.com>
- 2.8 Hard Copies of EMD and Tender Fee online transaction details in Original will be accepted till **23/12/2021**. The Institute may at its sole discretion extend the last date for accepting the bid. Such extension, if any, will be notified on the website of the Institute.
- 2.9 The Technical Bids will be opened on **24/12/2021, 11:00 Hrs.** The Bidders or their authorized representatives may be present if they so desire.
- 2.10 The Commercial Bids of only technically qualified Bidders will be opened at a date announced by the Institute at the time of opening of the Technical Bids. The Bidders who have been declared eligible after evaluation of the technical bids or their authorized representatives may be present if they so desire during the opening of the commercial bid.
- a.9 The Bidder shall be bound by all terms, conditions and specifications as detailed in this tender document. The tenderers who are confident of executing the contract in time by employing the required resources, manpower need only participate in this tender.
- a.10 In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization.
- a.11 All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer/bidder himself or by his legal representative at NIT Durgapur only. The disputes will be settled by mutual consultation and in case of failure of settlement; the dispute shall be referred to the sole arbitrator.
- a.12 It may be noted that the tender notice is only for finalising a contract and shall not be mis-construed as an invitation to bid for providing the job. It is made clear that there is no guarantee for award of work and at any stage of the bidding process the entire exercise may be cancelled without assigning any reason whatsoever may be and at the sole discretion of the Institute.
- a.13 Conditional bid shall not be entertained and shall be liable for rejection.
- a.14 It is implied that the tenderer has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should take all factors into consideration.
- a.15 The tender schedule shall be read in conjunction with Job Specification & Job description, General conditions of contract and Schedule of Requirement. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination got satisfied with the terms and conditions of the tender document.
- a.16 The Earnest Money of the successful tenderer will not be adjusted towards security deposit and that of the unsuccessful tenderer will be refunded without interest within a reasonable time after finalisation of the successful tender.

- a.17 The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between NIT DURGAPUR and the CONTRACTOR together with the documents referred to therein including TENDER NOTICE, Job Specification & Job description, General conditions of contract and Schedule of Requirement, instructions issued from time to time by the Competent Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
- a.18 Any change that would be made in the Tender Document by the Competent Authority after issue of the Tender will be hosted on e-Wizard Portal and also on Institute's website under the link
- a.19 The Director, NIT DURGAPUR reserves the right to:**
- Reject any or all the tenders without assigning any reason whatsoever;
  - Not bind herself to accept the lowest or any tender; and
  - Accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

“Tenders” in the form of Corrigendum/Addendum for incorporating the same in the Bid before submission.

- a.20 The address for all the above activities is:

- 1) Mr. B. Nagarajan,  
Assistant Engineer (Electrical) and I/C  
Maintenance Section, National Institute  
of Technology Durgapur  
M. G. Avenue. Durgapur -713209,  
West Bengal. INDIA**
- 2) Dr. Pronab Roy,  
FIC (Civil), Assistant Professor, National  
Institute of Technology Durgapur  
M. G. Avenue. Durgapur -713209,  
West Bengal. INDIA**

### **3. PROCEDURE FOR SUBMISSION OF BIDS**

The Bid in original duly signed along with scanned copies of all relevant documents should be uploaded on e-Tender portal <https://mhrd.euniwizarde.com> by the Bidder and original Hard Copies of EMD in 2 separate sealed envelopes duly super-scribed as “Technical Bid” and “Commercial Bid”, as the case may be along with the Earnest Money Deposit must be submitted physically to NIT Durgapur ( to be checked ) Bidder is advised to submit the BID strictly in accordance with the terms & conditions and specifications contained in the BID documents and need not to stipulate any deviation or condition. Institute reserves the right to reject any BID containing deviations to the terms & conditions and requirements stipulated in the BID document.

- 3.1 In the Commercial Bid, the Bidders must quote the rates in figures as specified in excel template (BoQ).
- 3.2 **BID shall be submitted in two parts:** Part I - Technical Bid in E-envelope 1 **and** Part II - Commercial Bid in E-envelope 2.
- 3.3 The BID must contain the name, address and contact details of business of the person or persons submitting the BID and must be **signed and sealed by the Bidder with his/her signature on every page of the BID and upload the scanned copy.**
- 3.4 BID by a partnership firm must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed/agreement should also be furnished.
- 3.5 The Bidder's name stated in the BID shall be exact legal name of the firm/company/corporation etc. as registered or incorporated. All changes/alterations/corrections in the BID shall be signed with date in full by the person or persons signing the bid.
- 3.6 Transfer of BID submitted by one Bidder to another is not permissible. No alteration in the essence of BID, once submitted shall be permissible.
- 3.7 Please use two cover systems for this tender.
- i. E –Envelope 1 i.e. Technical Bid
  - ii. E- Envelope 2 i.e. Financial bid/Price bid

Please note that **Rates should not be quoted in the Technical Bid.** Only Commercial Bid should indicate rates and should be uploaded **one-procurement (<https://mhrd.euniwizarde.com>) portal.**

The Bid shall be in the prescribed format and shall be signed in original by the Bidder or a person duly authorized to bind the Bidder to the contract and scanned and uploaded in E-WIZARD.

All pages of the bid except un-amended printed literature shall be initialed by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed=by the person(s) signing the bid.

3.8 **Earnest Money and its Conversion to Security Deposit:**

Earnest Money Deposit\*(EMD) = Rs. 1,05,232/- (Rupees One lakh Five Thousand Two Hundred and Thirty Two Only) is a part of security Deposit (SD) of 10 % of the bid value of the work through PG =5% as stated in (i) above. Such Deductions will be made and held by Institute by way of Security Deposit unless he / they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. SD will beheld for 365 days after completion of work, during which the contractor is responsible for attending and rectifying all complains on his work). Earnest Money is to be deposited as DD or Bank Guarantee on any nationalized bank, which will be returned to the unsuccessful bidders within 30 working days after finalization of bid. For NSIC/MSME firms EMD is exempted though there is no exemption or preference in i) bid value and ii) Security Deposit (=10%) for those having certificate of NSIC/MSME.

All the documents viz. Hard Copies of EMD in 2 separate sealed envelopes duly super-

scribed as “Technical Bid” and “Commercial Bid”, as the case may be along with the Earnest Money Deposit and scanned copy of online transaction details for Tender Fee, are to be kept in a single sealed cover super-scribed with Tender Number, Due date, and the words “**Outsourcing of Un-skilled/ Skilled/Highly-skilled Manpower Service at NIT DURGAPUR.**”, due “**NOT TO BE OPENED BEFORE TIME**”.

The cover thus prepared should also indicate clearly the name and address of the Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

**EARNEST MONEY DEPOSIT (EMD) AND COVERING LETTER:**

- i. Earnest Money of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) should be submitted along with the Tender by way of
  - a. A Demand Draft (any scheduled bank) in favour of **NIT DURGAPUR**, payable at DURGAPUR. Or
  - b. A FDR duly pledged in favour of NIT DURGAPUR at DURGAPUR
  - c. Electronic transfer (A/C No. 11520034072) Name of Bank - STATE BANK OF INDIA IFSC – SBIN0002108, MICR Code: 713002204
  - d. A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakhs, whichever is less, will have to be deposited in shape of DD, and balance in shape of Bank Guarantee of any scheduled bank.
  - e. It should be denominated in INDIAN RUPEES only. Bids without requisite Earnest Money shall be summarily rejected. However, firms registered as MICRO and Small Enterprises (MSEs) as defined in MSME procurement policy or firms registered under NSIC may be exempted from paying the EMD/Tender fee. To claim the exemption, the bidders must be offering/providing relevant service themselves.
- ii. EMD received from unsuccessful Bidders' will be returned within a reasonable time after the issuing of the contract to the successful bidder.
- iii. The EMD/bid security may be forfeited:
  - a. If a Bidder withdraws its bid during the period of bid validity; Or
  - b. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time and/ or conceals or suppresses material information; Or
  - c. In case of the successful Bidder, if the Bidder fails to sign the Agreement or to furnish performance guarantee.
- iv. Bid Covering Letter should be neatly typed and duly signed by the authorized signatory on the Bidder's letter head.
- v. The Technical Bid submitted in response to this Tender Document along with the supporting material, will become the property of the Institute

**3.9 TECHNICAL BID SHALL CONTAIN THE FOLLOWING: E-Envelope 1.**

- i. Cost of BID Tender Document/documentation fees of (Rs.500/-) in online payment mode, Details of Bank transaction to be uploaded and submitted.
- ii. Earnest Money Deposit (EMD) as per **F-1**
- iii. BID Form **F-2** along with the Bidding document duly signed and stamped on all pages by the authorized signatory thereby accepting all terms and conditions.
- iv. Bidder's General Information **F-3** along with the documentary proof.
- v. Bidder's Eligibility Criteria **F-4** along with the documentary proof.
- vi. No Deviation Confirmation as per **F-5**.
- vii. Company/Agency profile.
- viii. Documents related to Trade License, Registration with Labour Department, PAN, Professional Tax Registration, GST, EPF, ESI etc. (enclose copy).
- ix. ITR filed and approved by the Income Tax department as well as the audited &

certified Balance Sheet for the last three financial years.

- x. Agency should not have been blacklisted by any organization, including NIT Durgapur (Self Declaration to this effect is required to be submitted).
- xi. Additional documents, if any.

**Note:** As mentioned earlier, scanned copies of all bid documents should be uploaded on e-wizard portal. If any bidder fails to upload scanned copies of all documents; the bid will not be accepted.

3.10 **COMMERCIAL BID/Price Bid: E Envelope 2.**

**Commercial BID** shall be uploaded as per **Schedule-1** of rates enclosed

- i. Copy of Commercial Bid shall be uploaded by the Bidder online on e-Wizard Portal as per the rate schedule specified in the BoQ template (excel file). Bidders are advised to download the BoQ template from the e-Wizard Portal.
- ii. The details of Rate Schedule for all the services under all the components of this Tender for which the Bidder is intending to quote, is given in Schedule-1(Part-II). The rates in these schedules shall be applicable in case the quantities of a particular order vary from those mentioned in relevant Technical BID.

**4. COST INCURRED WITH TENDERING**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the Institute and the Institute will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering Process.

**5. AMENDMENT IN TENDER DOCUMENT**

- i) At any time up to the last date of receipt of Bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.
- ii) The amendment will be notified in writing or by email or fax to all prospective Bidders who have received the Tender Document and the same will be binding on them. It will also be uploaded to the Institute's website.
- iii) In order to afford prospective Bidders have reasonable time to incorporate amendment while preparing their Bids, the Institute may, at its discretion, extend the last date for the receipt of Bids.

**6. LANGUAGE OF BIDS**

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the Institute, shall be written in the English Language, provided that any printed literature furnished by the Bidder may be written in another language so long, it is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

**7. BID CURRENCY**

The Prices in the bid document shall be denominated in Indian currency.

**8. BID VALIDITY**

Bid shall remain valid for 90 days from the last date of submission. The Bidder(s) may be required to give consent for the extension of the

period of validity of the bid beyond initial 90 days, if so desired by the Institute in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, the bidder will not be entitled to revise/modify the bid during the evaluation period.

#### 9. AMENDMENTS / MODIFICATIONS OF TENDER

The tenderers after submitting their tender are permitted to submit alteration/modification to their respective tender so long such alteration/modifications are received duly sealed and marked like original tender, up to the date and time of receipt of tender. The Tenderers also has to update alteration/modifications online, also. Any modification/amendment received after the prescribed time and date of receipt of tenders will not be considered.

#### 10. BID EVALUATION PROCESS

##### 10.1 Selection Criteria

A committee constituted by the Institute will examine the entire proposal on the basis of:

- a) Credentials of the agency and the key personnel.
- b) Past experience in similar business
- c) The quality of the services rendered at similar other organizations.
- d) Service charges quoted.

Photocopies of all relevant documents have to be submitted along with the proposal, failing which the same is liable to be rejected.

- 10.2 The Agency to provide services will be shortlisted on the basis of sound knowledge and proven experience in the relevant field.
- 10.3 The Bidder who qualifies in the technical evaluation stage shall only be called for opening of the Commercial Bids. NIT Durgapur shall intimate the Bidders, the time/venue for the Commercial BID opening in writing/through telephone/e-mail communication or web notice on Institute website/E-WIZARD Portal.
- 10.4 It should be noted that the selection will be based on combination of different parameters provided and the cost; and not on the cost alone.

#### 11 SIGNING OF THE CONTRACT:

The successful Bidder shall be required to execute the **Contract Agreement** accepting all terms and conditions stipulated herein on a non-judicial stamp paper worth Rs. 100/- (Rupees One Hundred only) within fifteen days from the issue of the **Letter of Acceptance of BID**. In the event of failure on the part of the successful Bidder to sign the **Contract** within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and NITD.

**12 GENERAL TERMS & CONDITIONS:**

- 12.1 Canvassing in connection with the tender is prohibited and the Bid/Tender submitted by the Bidder (s)/Agency/Contractor who resort to canvassing are liable for rejection.
- 12.2 The Agency/Contractor shall be responsible for all his employees in observing security and safety regulations and instructions as may be issued by the Institute from time to time.
- 12.3 The Contractor shall employ only adult trained, efficient and responsible staff with good health and sound mind for relevant services. The workers should not be below 18 years.
- 12.4 The Contractor shall provide the Medical First Aid Facility to its entire staff as per The Contract Labour (Regulation and Abolition) Act-1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.
- 12.5 The Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output of the outsourced personnel. NIT Durgapur has the right to terminate the contract on unsatisfactory grounds of the services.
- 12.6 Identity Cards shall be provided to each staff by the Contractor at his own cost, and in case of any change of staff, the A.E. (E) & I/C Maintenance Section should be informed in advance. The Contractor has to ensure that all his deployed staff should be in uniform as per colour code to be provided by NIT Durgapur. Agency will provide proper approved uniform to their employees engaged at NIT Durgapur as per given below. Charges of the same will be deemed to have been included in their service charges.

<b>Sl No.</b>	<b>Description of Items</b>
1	Trouser – 02 Nos. in a year.
2	Half Sleeve Shirt – 01 No. in a year.
3	Full Sleeve Shirt – 01 No. in a year.
4	Socks – 02 pair in a year.
5	Sweater – 01 in a year.
6	Shoe – 01 pair in a year.

- 12.7 All the staff should wear the ID cards and Uniform under the Code/Name of the Agency. The Institute premises are the property of the Institute and the Contractor is only permitted to manage the premises as long the Contract remains valid. Whenever the contract is terminated or the contract is concluded and the Institute decides that the Contractor should not be allowed to continue the service, the Institute will be entitled to restrain the Contractor from entering the campus.
- 12.8 The qualification & experience for supply of manpower will be as per institute requirements.
- 12.9 The number of persons required is tentative and may vary from time to time as per needs. NIT Durgapur reserves the right to reduce or increase the manpower, if considered necessary. In either case the contract amount payable to the Agency shall stand modified under the Contract on pro-rata basis.
- 12.10 The Contractor shall maintain the Central Minimum Wages Rules set by the Ministry of Labour, Government of India, and in the tender application the categories of the manpower to be engaged should be specified. The Contractor will make payment to his staff engaged in the Institute as per the minimum wages rates for these categories, as specified from time to time by the Regional Labour Commissioner (Central) and follow the Contract Labour Act, 1970 and Rules 1971 in this respect.
- 12.11 The Contractor's staff shall not be treated as the Institute's staff for any purpose whatsoever. **The Contractor shall be responsible for strict compliance of all statutory provisions including the relevant labour laws applicable from time to time in carrying out the above job.** The Institute shall not be liable, to any penalty under relevant rules, enactment or related regulations for which Contractor is responsible under the law.
- 12.12 The Contractor shall be responsible for proper compliance under all statutory provisions of relevant enactments viz. GST, Minimum Wages Act, timely Payment of Wages Act, Industrial Disputes Act, EPF & MP Act, ESI Act, Gratuity Act, Contract Labour Act and all other labour and industrial enactments at his own risk and cost in

- respect of all staff employed by him and keep the Institute indemnified for any action brought against it for any violation/noncompliance of any of the provisions of any of the acts etc. The 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 the Director or his authorized representative shall be entitled to inspect all such records at any time.
- 12.13 The Contractor shall disburse the wages to the workers latest by 5th day of every month (through cheque/bank transfer) and subsequently raise the bill for reimbursement which will be verified on the basis of attendance by the authorized officials of institute and the actual amount disbursed etc. Non-payment of wages by due date 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 Contractor will also be liable to pay in time the disputed outstanding amount, if any. The Institute shall not be directly responsible for the payment of wages to the employees. It will be the responsibility of the Contractor to make regular payment to the workers engaged by him as per the minimum wages applicable to the Central Sphere. **Non-receipt of payment from the Institute for any reason whatsoever should not be cited as an excuse for non-payment of the workers within time as stated above.**
- 12.14 The Agency shall in no case pay its employees less than the minimum mandatory rates as specified by Government of India per month. The payment should be made by cheque or e- transfer and a record of that should be kept in a register which may be examined by the Institute at any time. In case the Agency fails to make timely payments to its employees, or any employee of the Agency reports to the Institute regarding non-payment of dues, the Institute on being satisfied of the complaint shall pay the employees of the Agency directly and suitable deductions shall be made from the amount to be paid to the Agency. In case of EPF, the Agency shall produce original challans/ receipts along with the scroll of the employees, whose EPF stands deposited by the Agency to the concerned officials of the Institute for verification & reimbursement.
- 12.15 None of the employees of the Contractor shall enter into any kind of private work during working hours. The workmen employed by the contractor shall be directly supervised and controlled by the Contractor and shall have no relation whatsoever with NIT DURGAPUR (NITD). Such workmen shall also not have any claim against NITD for service or regularization of services by virtue of being employed at NITD against any temporary or permanent posts at NITD.
- 12.16 The Contractor shall take day-to-day instructions from the authorized officials of the Institute or any other authorized person in his absence.
- 12.17 The employees of this Institute and their near relatives (meaning wife/husband, parents, grandparents, children, brothers, sisters, cousins and their corresponding in-law) shall not be permitted to submit the tender. If such case is observed the BID is liable for rejection.
- 12.18 EPF/UAN No. of the employees once allotted should not be changed.
- 12.19 **If a bidder quotes NIL service charges, the bid shall be treated as unresponsive and will not be considered.**
- 12.20 Bidders/contractors earlier worked with NIT Durgapur is required to submit work satisfactory certificate, without which the tender submitted by the bidders/contractors will not be considered.
- 13. PURCHASER'S RIGHT TO REJECT ANY/ALL BIDS**
- 13.1 The Institute reserves the right to accept or reject any bid partially or fully or annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, thereby incurring no liability to the affected Bidder(s). The Institute is under no obligation to inform the affected Bidder(s) of the ground for its action.
- 13.2 The Institute reserves the right to accept or reject any technology proposed by the Bidder(s).
- 13.3 The Institute reserves the right to re-issue the tender or any part thereof without assigning any reason whatsoever, at the sole discretion of the Institute.
- 13.4 The Institute reserves the right to issue award letter in phases or to alter the quantities specified in the offer.
- 13.5 Any decision of the Institute in this regard shall be final, conclusive and binding on the Bidder(s).



**14. BID REJECTION CRITERIA**

The bid(s) will be rejected in case of any one or more of the following conditions:

- 14.1 Bids which are not substantially responsive to the Tender Document.
- 14.2 Bids not made in compliance with the procedure mentioned in this document.
- 14.3 Failure on part of the Bidder to provide appropriate information as required in the bid proposal or any additional information as requested by the Institute, including any supporting document.
- 14.4 Incomplete or conditional bids or bids that do not fulfil all or any of the conditions as specified in this document.
- 14.5 Bids submitted without earnest money deposit/ proper exemption certificate and without tender cost.
- 14.6 The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that bidder will be rejected.
- 14.7 Inconsistencies in the information submitted.
- 14.8 Misrepresentations in the bid proposal or any supporting documentation.
- 14.9 Bid proposal received after the last date and time specified in this document.
- 14.10 Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- 14.11 Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person(s) signing the bid.

**15 Performance Guarantee:**

i) The Contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the contract price in addition to other deposits mentioned elsewhere in the contract for his proper performances and due fulfillment of the terms and conditions of the Contract, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Bid Data (15 +3 working days) from the date of issue of letter of acceptance. **If EMD is deposited then that will be adjusted against a part of Performance Guarantee.** This period can be further extended by the Employer up to a maximum period as specified in bidding data on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Employer. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call receipt of any scheduled Bank/Banker's Cheque/Demand Draft/Pay Order of any scheduled bank (in case guarantee amount is greater than Rs.50000/-) or accordance with the form annexed hereto.

The Performance Security is a Part of the Security Deposit. The Total SD = 10%. While Performance Security is deposited within a stipulated day as mentioned above, the rest of the SD i.e. 5% will be deducted in installments from each R/A bill. No preference will be given to NSIC/MSME firms on SD/FS.

ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 365 days thereafter. In case the time for completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the Contractor, without any interest.

iii) The Employer shall not claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding

and/or without prejudice to any other provisions in the Contract) in the event of :

- a) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the employer may claim the full amount of the Performance Guarantee.
- b) Failure by the Contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clause/Conditions of the Contract, within 30 days of the service of notice to this effect by Employer.
- iv) In the event of the Contract being determined or rescinded under provision of any of the Clause/Condition of the Contract, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

All compensations or the other sums of money payable by the Contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Contractor by the Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months ) endorsed in favour of the Employer, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

**Note- 1 :** Government papers tendered as security will be taken 5% (five per cent) below its market prices or at its face value, whichever is less. The market price of Government paper would be ascertained by the Employer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

**Note -2 :** Government Securities will include all forms of Securities mentioned in rule No.275 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

v) The performances Guarantee shall be continuous and revolving for the warranty period. In case, the Bank Guarantee shall be replenished by an equal amount within 15 days by the contractor.

**16 TERMINATION:**

- 16.1 Notwithstanding anything contained hereinbefore to the contrary, the Institute shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days' notice in writing.
- 16.2 Similarly, if the contractor wants to withdraw the contract, he/she is required to give at least 60 days' notice for withdrawal of services and will not withdraw from the work till alternative arrangement is made by the Institute, failing which performance security is liable to be forfeited.
- 16.3 **Document(s) not being genuine:** In case any document(s) produced in support of eligibility criteria or any other document(s) turns out to be not genuine:

[a] **Before award of work:** The work will not be awarded, EMD shall stand automatically forfeited, and the tenderer will be liable for any further action as may be

deemed appropriate by NITD; or

[b] **After award of work:** The award of work will be cancelled, Security Deposit shall stand automatically forfeited, and the contractor will be liable for any other action as may be deemed appropriate by NITD.

#### 17 PENALTY:

- (i) In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, the Institute shall make alternative arrangement to do it and the difference of cost incurred by the Institute thereby shall be recovered from the Contractor's unpaid bills and Contract Performance Security.
- (ii) In case of unsatisfactory performance and if wages are not paid to the outsourced staff by 5<sup>th</sup> of every month, a penalty shall be levied @ 1% of the service charges payable on the wage bill for every day beyond 5<sup>th</sup> of every month. In addition the following penalty charges shall be levied as per the lapses.

Sl.No.	Type of Lapse	Penalty in Rs.
1	Wrong attendance record	500/- per day
2	Disobeying the instructions of concerned office in charge	200/- per day
3	Shortfall in staff by more than 10% in a day	200/- per day
4	Rude and unpleasant behavior of contractor's personnel with Faculty/Officer/Staff/Visitor	200/- per person
5	Rowdiness and/or rioting in campus	500/- per person
6	Theft and/or carrying of items unauthorisedly	500/- per person besides recovering the cost of such stolen article.
7	Inaction of supervisor to complaint	100/- per complaint
8	Damage to the Institute property due to negligence	Book value
9	Wages not disbursed by the contractor by 5 <sup>th</sup> of each month	2,000/- per day
10	If unable to deploy new staff or replace existing staff for any reason by 15 days	500/- per person

#### Note:

The penalty shall be deducted from the Service Charge of the Contractor from the monthly Bills or from the Performance Guaranty.

For any act of inadequate performance of contract not specifically stated herein, the person authorised by the Institute will determine the penalty based on the merits of each act after providing an opportunity to the contractor.

**In case of Sl.No.2** the person(s) involved should be adequately warned by the contractor and in case of second occurrence, the person should be discontinued from the workforce of the Institute.

**In case of Sl.No.4** the person(s) involved should be adequately warned by the contractor and in case of second occurrence, the person should be discontinued from the workforce of the Institute.

**In case of Sl.No.5**, the person(s) involved should be adequately warned by the contractor and in case of second occurrence, the person should be discontinued from the workforce of the Institute.

**In case of Sl.No.6**, the person in involved in theft and/or carrying item

unauthorisedly should be discontinued from the workforce of the Institute.

**18 REVISION OF RATE:**

Effect of revision of Central Minimum Wage with its pro rata effect as per revised circular of Office of the Labour Commissioner, Govt. of India from time to time will be considered subject to submission of application along with the notification by the agency.

**19 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 Contractor and depositing of the GST and other levies with the Govt. shall be the sole responsibility of agency concerned.

**20 PERIOD OF CONTRACT:**

The contract shall be initially for a period of 01 (one) year which is further extendable for up to another 02 (two) years on the basis of satisfactory performance and on mutual agreement on same terms and conditions. Beyond one year if the agency is not willing to extend the services and if informed by NITD to extend the services, the agency has to extend the services up to six months with same terms and conditions and same service charges quoted, failing which 50% of Performance Guarantee shall be forfeited.

**21 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:**

21.1 If and whenever any of the 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 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. Director, NIT Durgapur reserves the right to remove any particular personnel at any time or all of them engaged through your agency without assigning any reason thereof.

21.2 The Contractor shall be responsible for proper conduct and behavior of all the staff, employed directly or indirectly by him. The Contractors' personnel employed at NITD shall not participate in any activity prejudicial to the interest of NITD/Govt. of India/any State/or any Union Territory.

**22 PAYMENT OF CONTRACTOR'S BILL:**

22.1 The payment of wages for the month shall be released by the contractor latest by 5<sup>th</sup> of every month and thereafter, the monthly bill shall be submitted to NITD only after release of wages to the staff. 100% of the total invoice value or admissible amount will be released by the Institute before 15<sup>th</sup> day every month provided the invoice/bill is accompanied by the proof of the following:-

- i. Certified Attendance Sheet of month by designated person of the institute for which payment is claimed.
- ii. Wages statement, ESI & EPF statement and other deductions showing individuals deductions under different mandatory heads for the month of payment.
- iii. Challans and proof of deposit for deposit of ESI, EPF & GST of the previous month.

22.2 All payments will be subject to deduction of Income Tax at source, where applicable, as per Income Tax Act and as per Income Tax Rule.

22.3 No escalation of Contractor's Service Charges shall be admissible during the term of the contract.

**23 ACCIDENT OR INJURY TO WORKMEN:**

The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract.

The Contractor shall indemnify and keep indemnified the Institute against all such damage and compensation whatsoever in respect or in relation thereto.

Workmen should be insured against personnel accidents arising out of the course of their duties.

**24 DAMAGE TO PROPERTY:**

The Contractor shall be responsible for making good to the satisfaction of the designated person of the institute. Any loss or damage to Institute properties, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or he shall be liable for the loss as assessed by the Estate Officer/concerned.

**25 ARBITRATION:**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by the Director of the Institute at the time of dispute.

**26 JURISDICTION:**

The contract shall be governed by and constructed according to the law in force in India. The Contractor shall hereby submit to the jurisdiction of the Courts situated at Durgapur (W.B.) for the purpose of actions any proceedings arising out of the contract and the Courts at Durgapur (W.B.) only will have the jurisdiction to hear and decide such actions and proceedings.

**27 GENERAL RULES:**

Smoking, consumption of alcohol or use of any prohibited drugs within the entire area of the Institute is strictly prohibited. Violations of this rule shall be prosecuted as per law and the culprit will be discharged immediately.

**28 SITE FAMILIARISATION:**

Before quoting, the Tenderer in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the E-tender Documents. The cost

of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk.

**29 LAST PAYMENT:**

The last payment of the Agency will be cleared only after ascertaining clearance of all liabilities pending with the Agency as per condition of contract of the job order in all respects. Further, the agency must ensure that no dispute related to wages, EPF, ESI etc. remains with the persons engaged for providing the services to the Institute.

**30 TENTATIVE SCOPE OF WORK AND NUMBER OF MANPOWER**

The tentative scope of work and number of manpower to be provided by the contractor are given in **Page number 42, however**, the Institute reserves the right to increase or decrease the manpower as per clause 12.9.

The workers may be required to work 6 days in a week/26 days in a month irrespective of holidays and they should be prepared to work on shifts as may be required and 9 hours duty including 30 minutes of Food Break. The Contractor has to ensure proper attendance and proper weekly off of the personnel deployed. The Contractor shall provide replacement of personnel, in case of absenteeism, etc., so as to ensure full staff at all time. In case of absence by any particular person, the Contractor shall make alternate arrangement immediately.

**31 SPECIAL CONDITIONS:**

- I. The manpower employed by the service provider shall be required to work as per norms and as per requirement of the Institute. The manpower may also be called upon to perform duties on Sunday and other gazetted holidays, if required, by providing compensatory off. No extra wages will be paid for attending the office on such holidays. Weekly holiday is to be provided by the Contractor as per Contract Labour Act, 1970 and Rules 1971.
- II. The service provider shall furnish before the commencement of the work, the following documents in respect of the persons who are proposed to be deployed in the Institute:
  - a. List of persons with full details i.e. date-of-birth, marital status, address, educational and professional qualification, experience, photograph, copy of Aadhar Card etc.
  - b. Filled in Covid-19 format of the Institute along with required documents
- III. The contract may be extended, on the same terms and conditions or with minor modifications with mutual consent for further period not exceeding more than two years.
- IV. Anti-Malarial/ Anti Covid-19 Precautions:

The contractor shall at his own expense, conform to all anti-malarial/anti-Covid-19 instructions given to him by the Employer including the filling up of any borrow pits which may have been dug by him.

  - a) The above rules shall be incorporated in the contract and in notice inviting tenders and shall form an integral part of the contracts.
  - b) SOP containing latest Covid-19 protocol issued by GoI/ GoWB/NITD.
- V. The service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to another company/individual without the prior written consent of the Institute.
- VI. Adequate Number of Biometric attendance machines need to be installed by the Contractor in the Institute premises for the attendance of staff deployed. The contractor

- has to ensure that these employees mark their attendance two times on Biometric attendance machine. At the end of the month Contractor has to submit the compiled attendance report for further processing. All payments will be made based on the attendance record of said staff on the Biometric machine.
- VII. Contractor has to submit the entire tender document as per the format enclosed. If any deficiency is found, the tender document will summarily be rejected without giving any reason.
- VIII. One representative of contractor needs to be deployed by the Contractor in the Campus for any kind of communication/production of monthly bills complete in all respect for timely payments and other activity related to the outsourced person. Nothing shall be paid extra for this and all the liability has to be borne by the contractor.
- IX. The representatives of the agency has to give presentation in front of Institute Committee on the date of opening of technical bid or the date specified by the Institute on the Institute website. The bidder has to fill up the attached proforma F-6, containing the different details of the authorized representatives of the firm.
- X. The agency shall have to adhere to the fresh notification issued /amendment in already issued notifications by Ministry of Labour and Employment, Govt. of India on all the categories of employees mentioned in this tender document.

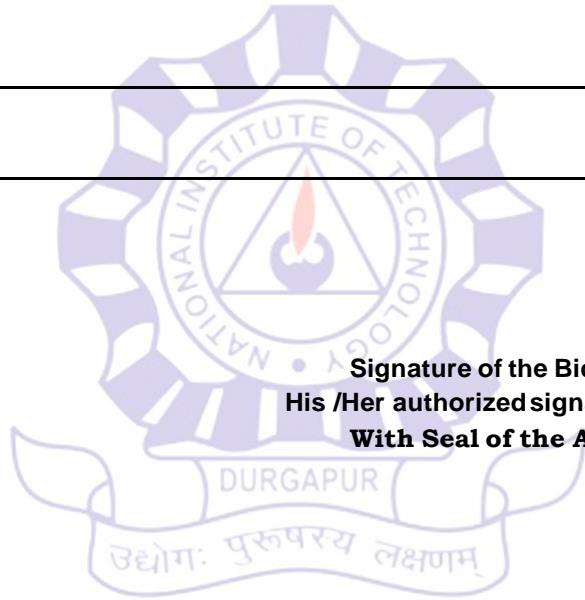


**FORMS AND FORMATS FOR SUBMISSION OF BID:****PART- I****F-1****DETAILS OF EARNEST MONEY DEPOSIT**

(To be put in a separate sealed envelope marked Earnest Money)

Name of the Bank	:	
Demand Draft/ FDR No.	:	
Dated	:	
Amount	:	

Date  
d:-



**Signature of the Bidder or  
His /Her authorized signatory  
With Seal of the Agency**



**F-2  
BID Form**

To  
REGISTRAR  
NIT DURGAPUR

**Sub:- BID for Outsourcing of Un-skilled/Semi-skilled/Skilled/Highly-skilled Manpower Service at NIT Durgapur**

- 1) Having carefully examined all the BID Documents attached to your invitation to BID ref No....., we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose herewith Rs. ....- as Earnest Money Deposit in form of Demand Draft/ Bankers Cheque /FDR No.\_\_\_\_ dated \_\_\_\_by\_ in favour of NIT Durgapur
- 3) We certify that we have carefully read each and every condition and the scope of work mentioned in the BID document and having understood the same. We hereby confirm our acceptance to it without any condition or deviation.
- 4) We agree to keep the BID valid for 90 (Ninety) days from the date of opening of the BID and the period shall remain binding.
- 5) Unless and until a formal CONTRACT is prepared and executed, this BID together with written acceptance of tender thereof shall constitute a binding CONTRACT between Institute and us.
- 6) We hereby submit our offer and **“Schedule of Rates”** which is uploaded on e-Wizard Portal.

Witnesses:

For and on behalf of:

.....  
(Signature)

.....  
(Signature and Seal)

Name .....

Address in full .....

.....

**BIDDER'S GENERAL INFORMATION**

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

1. Name of Firm/Agency : \_\_\_\_\_
2. Number of Years in Operation: \_\_\_\_\_
3. Registered address: \_\_\_\_\_
4. Operational Address if different from above : \_\_\_\_\_
5. Telephone No. (Landline) : \_\_\_\_\_
6. Telefax No. : \_\_\_\_\_
7. Mobile No. : \_\_\_\_\_
8. Email Address : \_\_\_\_\_
9. Name & Address of Branch, if any : \_\_\_\_\_
10. Type of Organization (whether public limited/ private limited/ partnership/ sole proprietorship) as per attached proof: \_\_\_\_\_
11. Name of Proprietor/ Partners/Directors of the Organization/Firm:  
\_\_\_\_\_

(SIGNATURE OF BIDDER WITH SEAL)

## F-4

**BIDDER'S ELIGIBILITY CRITERIA**

S.No.	Description	Confirmation (Yes/ No)	Proof attached at Page No.
1	Does your agency comply with the statutory requirements such as valid Registration with EPF, ESI/PAN/TIN/TAN/ P.Tax and GST Registration authorities and license to execute such contracts?		
2	Do you possess required experience as follows : (a)Three (3) similar works, each of value not less than 40% of the estimated cost put to tender, or (b)Two (2) similar works, each of value not less than 60% of the estimated cost put to tender, Or (c)One (1) similar work of value not less than 80% of the estimated cost put to tender, all above amounts rounded off to a convenient full figure of nearest Rs. 10, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited in any Govt. /Semi Govt. /Quasi Govt. /Autonomous bodies.? The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender. (To submit experience certificate on clients letterhead with name of work, value of work and duration of work done.)		
3	Have you attached Solvency Certificate from any scheduled bank worth 30% of the estimated cost put to tender?		
4	Do you have average annual turnover equal to the estimated cost put to tender in preceding three assessment years.(Attached CA Certified copies of financial Statements)		
5	Whether the Earnest Money in the form of Bankers Cheque/ Demand Draft/ FDR is enclosed.		
6	Have you completed /submitted other required Information / documents, as mentioned in the Tender Document.		
7	Photo copy of a valid License issued by the State/Central Labour Department under Contract Labour Act		

If yes, provide details with documentary evidence.

Date: \_\_\_\_\_

Signature and Seal of Bidder

Note: - Use separate sheet wherever required

F-5  
NO DEVIATION CONFIRMATION

To  
REGISTRAR  
NIT DURGAPUR

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)

F-6

**LETTER OF AUTHORITY**

PROFORMA LETTER OF AUTHORITY FOR ATTENDING PRESENTATION, TECHNICAL & COMMERCIAL BID OPENING AND OTHER COMMUNICATION / CORRESPONDENCE RELATING TO BID.

No. -----

Date:

To

REGISTRAR  
NIT DURGAPUR

Dear Sir,

I/We \_\_\_\_\_ hereby authorize following representative(s) to attend Technical/ Commercial BID opening and for any presentation /other correspondence and communication against above Bidding Document:

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name &

Designation

For and on

behalf of

Note: This letter of authority should be inscribed on the letterhead of the bidder and should be signed by a competent authority.



## PART- II

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY  
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

To  
REGISTRAR  
NIT DURGAPUR

**Dear Sir(s),**

M/s \_\_\_\_\_ have been awarded  
the  
Work of \_\_\_\_\_ NIT  
Durgapur

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees ) as full Contract Performance Guarantee in the form mentioned therein. The form of payment of Contract Performance Guarantee includes guarantee executed by an Indian Bank, undertaking full responsibility to indemnify NIT Durgapur, in case of default.

The said \_\_\_\_\_ has approached us and at their request and \_\_\_\_\_ in consideration of the premises we are having our office at \_\_\_\_\_ have agreed to give such guarantee as mentioned hereinafter.

1. I/We hereby undertake and agree with you that if default shall be made by M/s \_\_\_\_\_ in performing any of the terms and conditions of the tender or in payment of any money payable to NIT Durgapur I/we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees.....only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to me/us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees ) from me/us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. This guarantee shall be irrevocable and shall remain valid up to . If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ on whose behalf this guarantee is issued.

5. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest as applicable shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of District Courts. I/We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted  
Attorney  
Signature of a person duly  
Authorized to sign on behalf of  
the Bank



**INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE SECURITY**

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as NIT DURGAPUR.
2. The bank guarantee by bidders will be given from a nationalized bank as specified in the tender document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said
4. Bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
5. If a bank guarantee is issued by a commercial bank, then a letter to Employer and copy to CA confirming its net worth is more than Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or its equivalent in \_\_\_\_\_ foreign currency along with documentary evidence.

**Note: -**

- 1) TDS will be deducted as applicable.
- 2) Any other payments to like ID Card, Uniform etc., should be met by the contractor only. NIT DURGAPUR has no liability.
- 3) Rate of Basic Wage shall not be less than the latest rate notified by the Central Government Minimum Wages. Minimum wages as per latest notification issued by office of Labour Commissioner (L), Government of India, New Delhi. VDA shall be applicable as per Govt. of India (Ministry of Labour) rate (s) for time to time.
- 4) The contractor should quote for service charges in **Percentage % only**, failing which the tender stands automatically rejected as invalid.
- 5) The payment shall be made with reference to the actual Number of Manpower deployed / required on actual basis.

**Dated:**

***Signature of the  
Contractor or His  
authorized signatory  
with Seal of the  
Agency***



**SAMPLE AGREEMENT FORM**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20-- between the National Institute of Technology, Durgapur (hereinafter called the employer) of one part and \_\_\_\_\_(Name and address of contractor) in the state of \_\_\_\_\_(District) (hereinafter called the contractor of the other part. Whereas the employer is desirous that certain work should be constructed viz. \_\_\_\_\_ (Name of work), and has accepted a tender by the contractor for the construction, completion and maintenance of such works. Now this agreement witness as follows:

- 1) In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
- 2) The following documents shall be deemed to form and be read, construed as part of this agreement, viz.:-
  - a) The said tender
  - b) Invitation to tender
  - c) Instructions to tenderers
  - d) General conditions of contract
  - e) Special conditions of contract
  - f) Specifications
  - g) Tender schedule showing the approximate quantities, quoted rate and amount against each item
  - h) Period of contract
  - i) Work Order (No.: \_\_\_\_\_).
- 3) In consideration of the payments to be made by the Employer to the contractor hereby covenants with the Employer to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.
- 4) The Employer hereby covenants to pay the contractor in consideration, of the construction, completion and maintenance of the works the contract price at the times and in the manner prescribe by the contract.

In witness of the parties hereto have caused their respective common seals to be hereunto affixed (or to have set their respective hands and seals) the day and the year first above written.

The common seal of REGISTRAR, National Institute of Technology, Durgapur-9 was hereunto affixed in the presence of:

Signed, sealed and delivered by the said CONTRACTOR in the presence of:

Dated Signature of contractor  
In the capacity of  
On behalf of

Dated signature of the Employer  
Designation

**Tentative details for different categories of staff to be deployed by the agency / contractor**

Sr.	CATEGORY	QUALIFICATION & EXPERIENCE	Nos.	DUTY HOURS.
1.	Supervisor (Civil) (Highly Skilled)	Minimum Diploma in Civil Engineering with minimum 3 years' experience in site supervising, estimation and billing, etc.	2	As may be assigned from time to time
2.	Plumber (Skilled)	Should have skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute.	1	As may be assigned from time to time
3.	Mason (Skilled)	Should have skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute.	1	As may be assigned from time to time
4.	Carpenter (Skilled)	Should have skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute.	1	As may be assigned from time to time
5.	General Fitter (Skilled)	Should have skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute.	1	As may be assigned from time to time
6.	Pump & Valve operator ( Skilled )	Should have skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute.	2	As may be assigned from time to time
7.	Helper (Unskilled)	Should be able to do operations with any of the persons under Sl. No.1-6 as and when required.	6	As may be assigned from time to time

**\*\* All the above categories are required to work in shifts also, if required.** On prior notice, the manpower outsourcing personnel may be increased or decreased to any number during the tenure of the contract as per the requirement of the Institute and the agency has to supply the same.

**A) Manpower salary structure / rate breakup per day:-**

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.
Sl. No.	Type of Workers	Minimum Wage per day (as per central rate) (Basic + VDA)	EPF @ 13.00% (on col. 3)	ESI @ 3.25% (on col. 3)	HA @ 5% (on col. 3)	Bonus (Rs7000/26 X 8.33% )	Workmen's Compensation (4.81% on col. 3)	Leave: MW x 16/365	Uniform washing allowance (not more than Rs. 90/month.)	Service Charges on col.3	Sub Total (INR)	Total manpower (approx. Likely to increase or decrease)	Total Amount (in Rs.)
i)	Mason, Plumber, Valve Operator, Carpenter, General Fitter (Skilled Category)	724	94.12	23.53	36.20	22.43	34.82	31.74	3.00	To be quoted in the Price Bid	969.84	6	To be quoted in the Price Bid
ii)	Helpers (Unskilled category)	546	70.98	17.75	27.30	22.43	26.26	23.93	3.00	To be quoted in the Price Bid	737.65	6	To be quoted in the Price Bid
iii)	Supervisors (Highly Skilled Staff)	795	103.35	25.84	39.75	22.43	38.24	34.85	3.00	To be quoted in the Price Bid	1062.45	2	To be quoted in the Price Bid

**B) Total amount to be quoted for (A) X 365 days.**

**C) Bidder will quote their service charge in total as per BOQ, which will be evaluated later into % (percentage) on Basic + VDA of total man-days including all categories.**

**D) The GST @18% amount will be calculated automatically.**

**NOTE:**

- Enhancement of minimum wages during the entire contract period will be made as per revision of minimum wages time to time. Onus of providing Govt. Notification regarding minimum wages to the Institute lies with the agency / service provider.
- Please refer to the site <https://mhrd.euniwizarde.com> e-Wizard for Uploading/Publishing the tender documents respectively.
- The rates of statutory charges / benefits are subject to revision as amended from time to time by the concerned government authorities.
- Minimum wages are as per CLC(C) order no.1 / 26(3) / 2021-LS-II, Dated: 28.10.2021.