



राष्ट्रीय प्रौद्योगिकी संस्थान, दुर्गापुर
NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR
MAHATMA GANDHI AVENUE, DURGAPUR-713209
West Bengal, INDIA, www.nitdgp.ac.in
(An Autonomous Institution of the Govt. of India under MoE)

NOTICE INVITING TENDER / TENDER DETAILS

NOTICE INVITING TENDER NO.: NITD/Estt/Manpower/2023-24/01	Date: 04.07.2023
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Service	Services for providing manpower on an outsourced basis of different categories (unskilled, semiskilled, skilled & highly skilled) in different Departments / Offices / Sections at NIT Durgapur.
Earnest Money Deposit to be submitted	INR 9,00,000.00
Security Deposit	The successful bidder must submit before release of payment a valid bank guarantee on any nationalized bank amounting 03% (may be altered if required) of the order value towards Security deposit during the service delivery period.

E-Tenders are invited in two bid systems i.e. i) Technical Bid ii) Financial Bid for providing manpower services on an outsourced basis of different categories (unskilled, semiskilled, skilled and highly skilled) in different Departments / Offices / Sections at National Institute of Technology Durgapur for a period of 01 year. The agencies which are confident of fulfilling the terms and conditions mentioned herein only to quote their rates. Relevant documents consisting of the general tender document and scope of work can be downloaded from Institute website (www.nitdgp.ac.in) or may be downloaded from CPP Portal <https://eprocure.gov.in>. The Institute reserves the right to issue tender paper and reject any or all of the tenders without assigning any reason thereof. If the last date of sale of Tender Document or Tender Opening coincides with a holiday or an unforeseen situation the same will be deferred to the next working day.

Aspiring Bidders who have not enrolled /registered in e-Wizard should enrol/ register before participating through the website <https://eprocure.gov.in>. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission.

Bidders can access tender documents on the website (For searching in the e-Wizard site, kindly go to Tender Search option and type 'NIT'. Thereafter, Click on "GO" button to view all NIT Durgapur tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://eprocure.gov.in> as per the schedule given in the next page. **All quotation (both Technical and Financial should be submitted in the CPP Portal).**

SCHEDULE

Name of Organization	National Institute of Technology Durgapur
Tender Number:	NITD/Estt/Manpower/2023-24/01
Tender (Open/Limited/EOI/Auction/Single) Type	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	Service
Source of Fund (Institute/Project)	Institute
Is Multi Currency Allowed	NO
Tender Documents	Tender Documents can be downloaded from The website www.nitdgp.ac.in / https://eprocure.gov.in
Date of Issue/Publishing	04/07/2023, Time: 12:30Pm
Document Download/Sale Start Date	04/07/2023, Time: 12:30Pm
Bid Submission Start Date	04/07/2023, Time: 12:30Pm
Document Download/Sale End Date	25/07/2023, Time: 12:30Pm
Last Date and Time for Bid Submission	25/07/2023, Time: 12:30Pm
Date and Time of Opening of Bids	26/07/2023, Time: 13:00Pm
Pre-Bid meeting	17/07/2023, Time: 16:00Pm Venue: S.N. Roy memorial building.
Tender Fee	N/A
EMD	Earnest money of Rs. 9,00,000.00 (Rupees Nine Lakhs only) to be deposited along with the Tender Documents in the form of NEFT/RTGS/Demand Draft. Earnest money is refundable.
SECURITY DEPOSIT	3% of the total order value (Only for the successful bidder).
CONTRACT/AGREEMENT PERIOD	01 YEAR
No. of Covers (1/2/3/4)	02 (Technical Documents Cover) (Financial Cover)
Bid Validity days (180/120/90/60/30)	120 days (From date of opening of price bid)
Address for Communication	Joint Registrar (Establishment) National Institute of Technology, Durgapur Durgapur-713209, West Bengal.
Contact No.	9434788157
Email Address	drest@admin.nitdgp.ac.in
ITI Helpdesk	Helpdesk Number - 0120-4711 508, 0120-4001 002, 0120-4001 005, 0120-6277 787

Validity of quotation required : 120 days from the date of opening of price bid.

Payment : On monthly basis.

Place of Work : NIT Durgapur

Signature of Tenderer and Seal

Ref: NITD/Estt/Manpower/2023-24/01

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published in the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>

REGISTRATION

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enrol”. Enrolment on the CPP Portal is free of charge.
- As part of the enrolment process, the bidders will be required 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 CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 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 ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/ email in case there is any corrigendum issued to the tender document.
- 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.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. 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 need to be submitted. Any deviations from these may lead to rejection of the bid.
- 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/ RAR/ DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Whenever, EMD/ Tender fees are sought, bidders need to pay the tender fee and EMD separately on line through RTGS (or alternatively Demand Draft may be sent to the address for communication mentioned in schedule, if mode of payment is through DD). Account details are given below.

Account Name: NIT Society Durgapur

Bank Name: State Bank of India

Branch: NIT Durgapur, Durgapur-713209, Dist.- Paschim Bardhaman, West Bengal, Pin- 713209

IFSC Code: **SBIN0002108**

Bank Account Number: **11520034072**

MICR Code: **713002204**

(Scanned copy of the RTGS challan should be submitted at the Technical folder)

4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
5. 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, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. 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.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

General Instructions to the Bidders

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
2. Possession of a Valid Class II/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://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".

3. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

Eligibility criteria of bidders:

1. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
2. Experience of having successfully completed similar services during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - a. Three similar completed services costing not less than the amount equal to 40% of the estimated cost.
OR
 - b. Two similar completed services costing not less than the amount equal to 50% of the estimated cost.
OR
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
3. Proof of 03 years' experience in providing similar services to Govt. Organizations, Public Sector Undertaking, Autonomous Bodies, Educational Institutions or Private Sector of repute.
4. Experience of providing at least 100 manpower of similar nature to any Central / State Govt. Institutions / Organisations with completion certificate. Satisfactory report from the Employer for ongoing services to be submitted.
5. Photocopy of company's audited balance sheet for the last 03 years.
6. Latest Bank Solvency Certificate not less than 35 Lakhs obtained from Nationalized Bank/commercial bank.
7. Details of company profile.
8. PAN card copy.
9. Aadhaar Card copy.
10. GSTIN Details.
- 11. 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.**

The successful Bidder / Service Provider will be required to deposit 10% of the total estimated cost of 01 year as Security Deposit / PGD, which will be refunded (after deduction of dues if any) on completion of contract period + 90 days without any interest. Security Deposit / PGD should be in the form of Demand Draft / Pay Order / Bankers' Cheque or Bank Guarantee drawn from any Nationalized Bank in favour of "Director NIT Durgapur" payable at Durgapur within 15 (fifteen) day from the date of issue of LOI.

The agency / contractor has to submit online bids through e-procurement portal <https://eprocure.gov.in> technical bid (cover 1) & financial bid (cover 2). No manual bid will be accepted.

The technical bid of the bidder will be opened first. If the EMD and all other necessary documents, as stated earlier are found, in proper form, then only the corresponding financial bid of the bidder will be opened. Otherwise, the concerned tender will be rejected.

The magnitude of the work may vary as per requirement of the Institute and will be intimated in due course. The Director NIT Durgapur reserves the right to award the job in part or whole, to one or more bidders.

The contract shall be awarded for a period of 01 year and can be extended further on continuous satisfactory services.

The Institute reserves the right to accept or reject any or all the tenders without assigning any reason.

List of Documents to be uploaded in the 'Technical Bid Folder' on e-tendering portal

1. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
2. Experience of having successfully completed similar services during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - a. Three similar completed services costing not less than the amount equal to 40% of the estimated cost. **OR**
 - b. Two similar completed services costing not less than the amount equal to 50% of the estimated cost. **OR**
 - c. One similar completed services costing not less than the amount equal to 80% of the estimated cost.
3. Proof of 03 years' experience in providing similar services to Govt. Organizations, Public Sector Undertaking, Autonomous Bodies, Educational Institutions or Private Sector of repute.
4. Experience of providing at least 100 manpower of similar nature to any Central / State Govt. Institutions / Organisations with completion certificate. Satisfactory report from the Employer for on-going services to be submitted.
5. Photocopy of company's audited balance sheet for the last 03 years.
6. Latest Bank Solvency Certificate not less than 35 Lakhs obtained from Nationalized Bank/commercial bank.
7. Details of company profile.
8. PAN card copy.
9. Aadhaar Card copy.
10. Scanned copy of the duly filled, signed, and stamped Bid Form.
11. Scanned copy of the duly filled, signed, and stamped Tenderer's Profile.
12. Scanned Copy of a E-Payment 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 MSME Certificate.
13. Scanned copy of the EPF Registration Certificate.
14. Scanned copy of the ESIC Registration Certificate.
15. Scanned copy of the GST Registration Certificate.
16. Scanned copy of the Labour License.
17. Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship.
18. The registration of the firm
19. authenticated copy of partnership deed in cases of partnership firm.
20. Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company.
21. Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.
22. Scanned copy of 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 Scanned copy of 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.*
23. Scanned copy of the duly filled, signed, and stamped No Near relative certificate(s).
24. Scanned copy of the duly completed, signed and stamped Declaration about Genuineness of Documents/Certificates.
25. Non-blacklisting certificate in the prescribed format (Annexure III).

SELECTION CRITERIA

I **Technical bid (Cover 1):** Technical bid submitted online will be opened as per schedule in the Senate Room, NIT Durgapur in the presence of tender opening committee (Bid openers). The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they desire so, at their own expenses. The documents submitted in the technical bid will be evaluated by the Committee. The bidders do not meet the eligibility criteria will not be considered for further evaluation.

II. **Financial bid (Cover 2):** As per BOQ or Price Bid of CPP.

(Incomplete bid shall be directly rejected).

Signature of Tenderer and Seal

Ref: NITD/Estt/Manpower/2023-24/01

QUALITY OF MANPOWER

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

QUALIFICATION AND EXPERIENCE PRESCRIBED FOR VARIOUS WORKERS / MANPOWER ON OUTSOURCE BASIS	
UN-SKILLED: Peon or Office attendants, Helper, or any other un-skilled worker as decided by Administration department.	Preferable 8th Standard Pass with one year of relevant experience.
SEMI-SKILLED: Senior Office Attendants / Peon, Electric Meter Reader, Asst. Cook or any other semi-skilled worker. as decided by Administration department.	Minimum 12 th standard pass. Certificate of vocational training / license (for technical job) wherever applicable. Having worked as an unskilled person for 3 years in any Government or Private Organization. Or, A Person should be at least 10th Passed and have knowledge to read and write Hindi/English with 5 Years' experience in Government or private organization.
SKILLED: Technical Assistant (IT or Networking), Electrician, Plumber, Carpenter, Fitter, Mechanic, Operator, Driver, Cook, Hostel Care Taker, Multi-tasking Staff, Jr. Office Assistant or any other technical worker or skilled worker as decided by Administration department.	Technical Assistant (IT or Networking): ITI/BCA/B.Sc.(CS/IT) having 2 years' experience in similar field. Electrician /Plumber/Carpenter/Fitter/Mechanic/Pump Operator or Technical Job: ITI /B.Sc in related field with 2 years' experience in relevant field in Government or Private organization. Driver: Minimum 12th Standard pass from any recognized Board having five years' experience in driving heavy duty vehicles. Multi-tasking or Jr. Office Assistant: Minimum Graduate (BCA/B.Com/BSC) from any recognized university having 3 years' experience in related field in public / private / central/state government offices/institute Cook: Minimum 12 th Standard having 5 years' experience in related field. Hostel Caretaker: Minimum Graduate having 3 years' experience in similar field in reputed institute.
Highly Skilled: Sr. Technical Assistant / Junior Engineer (Computer/ Electrical/ Civil), Staff Nurse, Head Clerk, Sr. office Assistant, Library Assistant, Accountant, Project Associates or any other highly-skilled job as decided by Administration department.	Jr. Engg. (Computer/Electrical/Civil) : Diploma in Computer/Electrical/Civil having 3 years' experience in related field in public/private/central/state government offices/Institute. For Sr. Technical Assistant: Min. qualification will be ITI with 8 years' experience. Sr. Office Assistant: Minimum Graduate (BCA/B.Com/BSC) or ITI as the case may be with knowledge of computer application having 8 years' experience in related field field in public/ private/ central/ state government offices/ institute. Staff Nurse: Intermediate or 10+2 or equivalent and must have passed the examination held by Nursing Council with 3 years course in General Nursing and midwifery. 2-year experience in hospital recognized by the central or state nursing council. Library Assistant: Diploma in Library Science from recognized university with 03 years' experience in a Library/Computerization of a Library. Project Associates: Min. Graduation in relevant field with at least 3 years of relevant experience. Accountant: Graduation with MBA in relevant field with at least 3 years of relevant experience.

Wages Break Up (As per Central Govt. Minimum Wages Act)

Wages Breakup / Day						
Sl. No.	Components	%	Un-Skilled Staff	Semi-Skilled	Skilled	Highly Skilled
1	Basic + VDA		616.00	695.00	816.00	897.00
2	HR	5	30.80	34.75	40.80	44.85
3	EPF	13	80.08	90.35	106.08	116.61
4	ESIC	3.25	24.68	27.84	32.69	35.94
5	Retrenchment Benefit	4.81	29.63	33.43	39.25	43.15
6	BONUS	8.33	51.31	57.89	67.97	74.72
7	LEAVE	5.13	31.60	35.65	41.86	46.02
8	Washing Allowance		3.00	3.00	3.00	3.00
9	SUB-TOTAL		867.10	977.91	1147.65	1261.29

1. The payment of Bonus is applicable as per The Payment of Bonus Act 1965.
2. Applicability of Leave as per prevailing rules.
3. Applicability of EPF, ESIC and other statutory benefits as per the rule of GOI.
4. Revision of minimum wages subject to Notification of GOI time to time.
5. Components of wages may change or withdrawn as decided by the competent authority from time to time.
6. Wages of the workers shall be fixed based on the central minimum wages.

*Present Status: Un-skilled: 38, Semi-Skilled:71, Skilled: 69, Highly Skilled 24,
Consolidated Pay: 03 which may decrease or increase as per requirement of the Institute.*

Note:

- i. The above requirement is only tentative and may increases / decrease upon the volume of work, functional requirements etc. Any additional requirement / variation of manpower including qualifications shall be communicated to the Agency at the sole discretion of NIT Durgapur as and when the need arises during the period of contract.**
- ii. The estimated cost mentioned above is tentative and may vary from time to time.**
- iii. The rates to be paid to the workers should not be less than Minimum Wages Act.**
- iv. The Contractor shall be responsible for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per rule.**
- v. L1 will be selected as per given lowest Service Charge Rate in the BoQ sheet.**
- vi. In-case of any tiebreaker the firm having highest turnover (last 3years) among all will be accepted as successful bidder.**

COMMERCIAL TERMS & CONDITIONS

1. **RIGHT OF THE OFFICE TO ACCEPT OR REJECT THE BIDS:** NIT Durgapur reserves the right to accept/reject any or all the BIDs received. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.
2. **CONTRACT SECURITY DEPOSIT.** The successful Bidder / Service Provider will be required to deposit 10% of the total estimated cost of 01 year as Security Deposit / PGD, which will be refunded (after deduction of dues if any) on completion of contract period + 90 days without any interest. Security Deposit / PGD should be in the form of Demand Draft / Pay Order / Bankers' Cheque or Bank Guarantee drawn from any Nationalized Bank in favour of National Institute of Technology Durgapur payable at Durgapur within 15 (fifteen) day from the date of issue of LOI.
3. **TERMINATION:** Notwithstanding anything contained hereinbefore to the contrary, the NIT Durgapur shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing. Similarly, if the Agency/Contractor wants to rescind the contract, he/ she are required to give at least 90 days' notice for withdrawal of services.
4. **PENALTY:** In the event of the Agency/Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, NIT Durgapur shall make alternative arrangement to do it and the difference of cost incurred by NIT Durgapur thereby shall be recovered from the Agency/Contractor's unpaid bills and Contractor's Security deposit. Besides, penalty as decided by NIT Durgapur shall also be levied and recovered.
5. **REVISION OF RATE.** Effect of revision of Minimum Wage as per Govt. notification will be considered with its pro- rata effect subject to submission of application along with notification by the Agency/Contractor.
6. **TAXES, DUTIES AND LEVIES.** All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the Agency/Contractor.
7. **PERIOD OF CONTRACT:** The contract shall be for a period of 01 (One) year which may be renewed annually based on continuous satisfactory performance.
8. **AGENCY/CONTRACTOR SUBORDINATE STAFF AND THEIR CONDUCT:** If and whenever any of the Agency/Contractor's employee shall be found guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Agency/Contractor if so directed by the competent authority, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the competent authority of NIT Durgapur.
9. The selected Agency/Contractor (Contractor) will have to pay taxes/income tax on contract amount as applicable. If any additional rates/taxes/income tax has to be paid, that shall be borne by the Agency/Contractor, otherwise it shall be deductible from his payments.
10. The successful bidder should open a local office in Durgapur or nearby area to NIT Durgapur at campus. The complete address and contact person details shall be given and all correspondence will be made on this address only. At least one Representative/ Supervisor or above level personnel should be deployed in the Institute who can visit the Institute on regular basis.
11. With mutual consent between the NIT Durgapur and the Contractor any other point can be included in the agreement at the time of its execution.
12. The contractor will supply the list of Personnel to be deployed with full particulars such as age, parentage, address, etc. before the commencement of the Agreement.
13. The contractor may be required to increase/decrease manpower at agreed rate and terms and conditions as and when required by the NIT Durgapur.
14. The contractor shall be responsible for fulfilling all his obligations towards the person(s) deployed under the labour laws namely Industrial Disputes Act, Minimum Wages Act, Workmen Compensation Act, the Contract Labour (Regulation and Abolition) Act, EPF Act, Payment of Wages Act, ESI Act, Bonus Act, Maternity Benefits Act, Earned Leave, Shops & Establishments Act, Factories Act, or other labour rule, regulation applicable and amended from time to time. The Contractor shall be responsible for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per rule.
The contractor should be responsible for linking of UAN's and transfer if any.

Signature of Tenderer and Seal

Ref: NITD/Estt/Manpower/2023-24/01

15. The Agency/Contractor shall employ adult staff as per the criteria decided by NIT Durgapur.
16. The Agency/Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
17. The Agency/Contractor shall adhere to the Central Minimum Wage Rules set by the Ministry of Labour, Government of India., and in the tender application the categories of the labour to be engaged should be specified. The Agency/Contractor will make payment to his staff engaged as per the minimum wages rates for these categories, from time to time and follow the Contract Labour Act, 1970 and Rules 1971 in this respect.
18. The Agency/Contractor staff shall not be treated as the staff of NIT Durgapur for any purpose whatsoever. The Agency/Contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job.
19. The Agency/Contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract Labour Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him and keep NIT Durgapur indemnified for any action brought against it for any violation/noncompliance of any of the provisions of any of the acts etc. The Agency/Contractor will abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the Registers and display notices as required under the above-mentioned rules and regulations and NIT Durgapur or his authorized representative shall be entitled to inspect all such records at any time.
20. The Agency/Contractor shall disburse the wages to the workers through cheque/bank transfer and Non-payment of wages by and any malpractice if noticed, will invite a penalty which may lead to termination of contract & blacklisting of the firm or any other decision deemed fit by the Competent Authority. The Agency/Contractor will also be liable to pay the disputed outstanding amount. The NIT Durgapur shall not be directly responsible for the payment of wages to the employees. It will be the responsibility of the Agency/Contractor to make regular payment to the workers engaged by him as per the minimum wages applicable to the Central Govt.
21. The Company /Agency shall deploy one "**Site In-Charge**" in highly skilled category at his own cost. Failure to which necessary deduction will be made from service charge. Site In-Charge should have experience in the field of manpower Services and will be responsible for entire services and taking care of all queries/matters related to General Discipline, Incidents, Accidents, ESIC, EPF, Payment and other matter as deemed fit of their employees and also for immediate interaction with the Institute authorities. During absence / off day of Site In-Charge responsibility may be fixed to any other with a prior intimation to this Institute.
22. None of the employees of the Agency/Contractor shall enter into any kind of private work at different locations during working hours.
23. Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by NIT Durgapur and decision of the NIT Durgapur will be final in this regard. In case NIT Durgapur in its discretion finds any deployed person as not desirable and not suitable for whatever reasons will be at the sole discretion of the NIT Durgapur and upon so being notified by NIT Durgapur, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to NIT Durgapur.
25. Office timings will be as per Institute norms.
26. The agency must provide I-cards, appointment/experience letters to each employee, clearly mentioned the term and conditions of employment. Contractor should issue salary slips every month to each worker deployed by them.
27. The personnel deployed under this contract shall maintain proper office decorum. They shall not disclose any secret official information to any unauthorized person.
28. The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the NIT Durgapur.
29. The workers employed by the Contractor shall be his sole employees and NIT Durgapur shall not have any relation whatsoever with employees of the Contractor. He will be fully responsible for their acts, conduct and any other liability.

30. The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for NIT Durgapur. The contractor should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated. Violation of this shall attract a warning at first instance and may lead to termination or recurring instances.
31. NIT Durgapur shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.
32. The Agency shall not sub-contract the services of personnel sponsored by them.
33. NIT Durgapur reserves the rights to award the contract/work in full or in parts to any Agency and also terminate the contract/work at any stage if the performance of the Agency is found to be not satisfactory.
34. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the NIT Durgapur shall have the right to claim the damages from the Agency.
35. The Institute shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the Security deposits of the Contractor.
36. In case of any deficiency in services by staff so deployed on contract basis, provide lesser number of manpower than the minimum required or in the case of disobedience by the staff so deployed on duty, the Director, NIT Durgapur or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit up to Rs. 5000/- (Rupees five thousand only) or as deemed fit by the Institute for each such occasion after giving him an opportunity of being heard in person. The decision of the Director, NIT Durgapur shall be final and binding on the contractor.
37. The salary of individual must be paid by the agency within first four working days of following month. Attendance should be marked in Biometric Attendance system only and same should be verified before disbursement of wages. Responsibility of installation and maintaining of Biometric machine lies on the Agency / Service Provider.

38. **Termination of the Contract:-**

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

- i) On the expiry of the contract period, without any notice;

OR

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

OR

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

OR

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

OR

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

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

In the event or exigencies arising due to the death, infirmity, insolvency of the Contractor or for any other reason or circumstances, liabilities thereof the contract shall be borne by the following on such terms and conditions, as the Director, NIT Durgapur may further deem fit in public interest or revoke the contract, namely:

Legal heirs, in case of sole proprietor

Next partners, in the case of company of firm

Otherwise, the Director or his nominee, NIT Durgapur shall reserve the right to settle the matter accordingly to the circumstances of the case, as he/she may think proper.

No party shall be allowed to be represented by the lawyer during any investigation enquiry, dispute, or appeal.

39. The Courts at Durgapur only shall have the jurisdiction for the purpose of this agreement.
40. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the Director, NIT Durgapur, or his nominee on mutual agreement between both the parties.
41. The award of such Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his/her office or resigning or refusing to work or neglecting his/her work or being unable to act for any reason whatsoever the Registrar, NIT Durgapur shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his/her predecessor. The Arbitration and Conciliation Act, 1996, which came into force on 25.01.1996, shall deem to apply to arbitration proceedings. The venue of the arbitration shall be Durgapur.
42. The Contractor shall provide the copies of the relevant records during the period of contract or otherwise even after the contract is over whenever required by NIT Durgapur.
43. The contractor will be responsible for opening individual PF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills.
44. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with NIT Durgapur.
45. Arbitration Clause: In the event of any dispute or difference(s) between the Institute (NIT Durgapur) and the vendor(s) will be settled within the Jurisdiction of Durgapur Court only.
46. That, services of the manpower provided by the contractor to the NIT Durgapur shall be initially for a period of one year commencing from the award of contract and may be extended further period on continuous satisfactory performance and compliance of all terms and conditions of agreement. The cost of stamp paper etc. will be borne by the Agency. Subsequent extension on satisfactory performance will be at the sole discretion of NIT Durgapur.
47. The contractor alone shall exercise the control over the personnel deputed and beyond the terms and conditions stipulated herein; the personnel shall be governed by the rules and regulations of the contractor.

Signature of Tenderer and Seal

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48. That, the contractor will submit a copy of Appointment Letter along with Bio-data to the Institute as and when the person is deployed at NIT Durgapur for and up to the period of duration of his contract with the Institute.
49. That, the contractor will submit the EPF/ESI account of each individual employee appointed on outsource basis showing therein the total deposit of EPF/ESI account in a particular financial year of the Institute for information.
50. That, it is further understood and agreed between the parties that any changes in the payments structure viz ESI, PF, Bonus, gratuity and service tax etc. as per the change in the law are recoverable from the client within the said statutory provisions of law. The service providers will be raising bill to NIT Durgapur accordingly. Institute will have all rights to recover the amount paid in excess due to change in statutory provisions if any.
51. The Contractor shall abide by and follow all the Local and Central Laws strictly.
52. That, the rates to be paid to the contractor should not be less than Minimum Wages Act. Other rules and regulations are applicable when notified from time to time in the official gazette/ Govt. of India.
53. That the rates entered into between the contractor and NIT Durgapur for the purpose of supplying the aforesaid services on outsource basis can be revised by mutual agreement during the currency of this contract of revisions of rates as applicable in case of Govt. of India.
54. The personnel shall observe such timings as are prescribed by NIT Durgapur from time to time. In the absence of any specific times having been provided for by NIT Durgapur normal office timings shall be followed. In case on certain occasion the office needs to be operated over time, no over time shall be payable.
55. That, the contractor shall be liable for meeting all the statutory requirements as provided by the Acts governing labour laws i.e. Payment of Wages Act 1936, Contract labour (Regulation & Abolition) Act 1970, Minimum wages Act, Employees Provident funds (EPF) Act 1952, Employee State Insurance Act including EDLI, Payments of Bonus Act 1965, Payment of Gratuity Act 1972, private Security Agencies (Regulations) Act 2005, National, Casual, Annual Festival, Maternity, Leave Acts as applicable and as amended from time to time or any other rule framed there under from time to time by the Central or State Government and or any authority constituted by or under any Law, for the category of persons deployed by contractor. The rates so allowed to and paid to contractor shall include all such statutory liabilities and no excess amount shall be paid by NIT Durgapur.
56. That, the outsourcing agency would be responsible for maintenance of the leave record of the personal engaged by the agency. The leave applications of the outsourcing manpower would be forwarded to the outsourcing agency and the agency would be responsible to keep record of their leave and follow the relevant rules raise the bill accordingly.
57. That it will be the full responsibility of the contractor to deposit the statutory liabilities as applicable as per rule to the concerned department of the Central / State Government or the controlling agency, duly furnishing a copy to NIT Durgapur.
58. That, NIT Durgapur shall not be liable for any default on the part of the contractor on his failure to fulfil the statutory requirements and the liability shall be the contractor's alone.
59. That no accommodation, any other allowance over and above the amount given to the personnel so employed shall be provided for by NIT Durgapur under this agreement. NIT Durgapur is at liberty to change this clause as and when needed.
60. That the contractor shall be responsible for any loss or damage caused or suffered by NIT Durgapur on any account of negligence of the personnel supplied for by the contractor. This shall include any physical, financial and vicarious losses. Loss or damage caused to any property of NIT Durgapur by any act or omission on the part of contractor's employees/ personnel shall be borne by the contractor. In the eventually or such occurrence of loss or damage, the enquiry shall be made by the officers of the contractor in consultation with the officer of NIT Durgapur. The decision of the Registrar NIT Durgapur shall be treated as final in this regard after the said enquiry.

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61. That the bio-data of each personnel so provided for the outsourcing shall be supplied to NIT Durgapur along with copies of police verification and medical fitness certificate upon the identity and the testimonials of qualifications etc. Before changing any personnel so provided prior information shall be given to NIT Durgapur.
62. An attendance register and Bio-metric Scanner shall be maintained by the contractor for all the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in the NIT Durgapur office and the payment, shall be made to the contractor on the basis of attendance register.
63. That in case of any disciplinary inquiry to be conducted against any delinquent personnel provided for by the Contractor to NIT Durgapur, the same shall be held by the Officer of the Contractor, in consultation with the Director / Registrar of the NIT Durgapur.
64. That in case of any dispute arising out of this agreement between the contractor and NIT Durgapur, the same shall be referred to the sole arbitration of the concerned officer as appointed by the Director NIT Durgapur, who may him/her self-take cognizance of the matter or depute/ nominate any officer of the said Institute or any other person who's decision shall be final and binding between the parties. Such arbitrator shall give a seasoned award. An officer of NIT Durgapur, in case he/she is nominated, as the sole arbitrator shall cease to be so in case he resigns, retires, suspended or his/her services are terminated or otherwise cease to be an officer Institute. A new arbitrator shall be nominated by the Registrar NIT Durgapur in such as eventuality. Supply of services, personnel (manpower) shall however continue to be supplied by the contractor under the terms of this agreement. The submission of any dispute to the arbitrator shall not prejudice the rights of the contractor in any manner whatsoever.
- a) That the courts covering the area of NIT Durgapur only shall have jurisdiction to entertain, try and to decide any dispute arising out of this contract/ agreement.
- b) That this agreement can be terminated by either party on giving three months prior notice in writing (without assigning any reason) as per corresponding terms of termination of contract.
65. The persons provided by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and administration of the contractor and in no case, a relationship of employer and employee between the said employee and the NIT Durgapur shall accrue/ arise implicitly or explicitly.
66. It is further agreed that the personnel so employed by the contractor and deputed in the office of NIT Durgapur shall have no right to employment against any post of the Institute (NIT Durgapur). It is further agreed that their services are being taken on a purely contractual basis/ outsource basis and NIT Durgapur reserves the rights to do away with the agreement as and when so required without assigning any reason.
67. The Contractor will abide by all the terms and conditions stated herein and directions given to him from time to time as per the need of the hour.
- 68. In-case of a tie-up among any two or more bidders, L1 will be selected as per most Work Experience history in the same kind of work/services at Govt. organisation.**

Registrar, NIT Durgapur

Conditions are acceptable to me.

Signature of Tenderer and Seal

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BIDDER'S PROFILE / GENERAL INFORMATION

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

1. Name of Firm / Agency / Contractor:
2. Number of Years in Operation:
3. Registered Address:
4. Operational Address if different from above:
5. Telephone No. (Landline):
6. Email ID:
7. Tele Fax No.:
8. Mobile No.:
9. Official Email Address:
10. Name and Address of Branch (if any):
11. Type of Organization ((whether private limited/LLP/ partnership/sole proprietorship) as per attached proof:
12. Name of Proprietor / Partners / Designated Partners / Directors of the Organization / Firm:
13. Local Registered Office at Durgapur:
14. PAN NO.:
15. GSTIN No.:

Annexure-I

BIDDER'S ELIGIBILITY CRITERIA

Sl. No.	Description	Confirmation (Yes/No)	Proof Attached at Page No.
1	Does your agency approved/recognized/registered by Govt. of India/State Govt. for providing Manpower Services. Copy of relevant certificates should be attached. Service Provide should have a valid license from competent license authority under the provision of contract Labour Act. 1970 and Contract Labour Central Rules 1971.		
2	Does your agency/Contractor comply with the statutory requirements such as valid Registration with EPF, ESI/PAN/TAN and GST etc. Registration authorities and license to execute such contracts?		
3	Does your agency have been in existence for the last 05 years.		
4	Do you have any experience of providing similar services in Govt. Educational Institutes?		
5	Does your agency implemented/ implementing at least 3 contracts of deployment of Technical Staff, Office staff and Labours etc. to IITs/NITs/ISC/ISSERs/IIMs/AIIMs/HNLUs/IITs/ Central Universities/Central Govt. Institutes/Central Govt. Autonomous Institutes/Central Govt. Departments (as mentioned in eligibility clause) during the last 6 years.		
6	Does your agency have a single work order for providing 100 manpower.		
7	Does your agency eligible for participation in the tender as per CVC guideline mentioned under eligibility criteria.		
8	Does your agency have been blacklisted by any Govt., Semi Govt. Dept., or any other Organisation? An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Tender fee and EMD		
9	Whether the Earnest Money in the form of E-Payment are enclosed?		
10	Have you completed /submitted other required Information / documents, as mentioned in the Tender Document?		
11	Have your firm/ Agency/Contractor ISO 9001-2008 certified?		
12	Do you have a registered/branch/local office in Durgapur?		

Note: Enclose copies of relevant documents.

Date:

Signature of Tenderer and Seal

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Annexure-II

NO DEVIATION CONFIRMATION

To

The Director,
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.

Bidder's Name & Signature (With date & Seal)

Signature of Tenderer and Seal

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Annexure-III

UNDERTAKING REGARDING BLACKLISTING

It is hereby certified that, I/we _____ are not blacklisted by Govt. of India & its undertaking as on date. The Firm will immediately inform to Client (NIT Durgapur) in case of any change in the situation any time here in after.

Place: _____

Signature of Authorized Signatory

Date: ____/____/____

Name: _____

Designation _____

Seal:

Signature of Tenderer and Seal

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