



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 MHRD

Ref: NITD/EST/Manpower (Outsourcing)/03/19

Date: 14.09.19

E-TENDER NOTICE

Services for providing manpower on an outsourced basis of different categories (unskilled, semiskilled, skilled & highly skilled) in different Departments / Offices / Sections at NIT Durgapur.

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.

Sl. No.	Name of Service	Earnest Money Deposit in ₹	Security Deposit / Performance Guarantee in ₹
1	Services for providing manpower on an outsourced basis of different categories (unskilled, semiskilled, skilled & highly skilled) in different Departments / Offices / Sections at NIT Durgapur.	900000.00 (Nine Lakhs Only)	10% of Order Value

Schedule:

Name of Organization	National Institute of Technology
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/ Sell)	Service
Service Category	Manpower Providing Services
Source of Fund (Institute/Project)	Institute
Is Multi Currency Allowed	NO
Date of Issue/Publishing	16/09/2019 (dd/mm/yyyy) (17.00 Hrs.)
Document Download/Sale Start Date	16/09/2019 (dd/mm/yyyy) (18.00 Hrs.)
Document Download/Sale End Date	09/10/2019 (dd/mm/yyyy) (17.00 Hrs)
Date for Pre-Bid Conference	25/09/2019 (dd/mm/yyyy) (11.00 Hrs)
Venue of Pre-Bid Conference	Estate Section, NIT Durgapur
Last Date and Time for Uploading of Bids	09/10/2019 (dd/mm/yyyy) (18.00 Hrs.)
Date and Time of Opening of Technical Bids	12/10/2019 (dd/mm/yyyy) (11.00 Hrs.)
Tender Fee	Rs. NIL /-
EMD	INR 9,00,000/-
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	90 days (From last date of opening of tender)
Address for Communication	Shri A. K. Bhagat, Security Officer & I/C Estate Section, National Institute of Technology, Durgapur M. G. Avenue. Durgapur -713209, West Bengal. INDIA
Contact No.	+919434788170
Email Address	estatehelpdesk@admin.nitdgp.ac.in

Tender document and other terms and conditions are available at <http://eprocure.gov.in/eprocure/app> & www.nitdgp.ac.in .

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. Photo copy 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. 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 <http://eprocure.gov.in/eprocure/app.viz>. 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.

E-tendering Instructions to Bidders

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Institute has decided to use the Portal (<http://www.eprocure.gov.in>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

1. Tender Bidding Methodology

Sealed Bid System – 'Single Stage – TWO Envelope'

i) Broad outline of activities from Bidders prospective

- Procure a Digital Signing Certificate (DSC)
- Register on Central Public Procurement Portal (CPPP)
- Create Users and assign roles on CPPP
- View Notice Inviting Tender (NIT) on CPPP
- Download Official Copy of Tender Documents from CPPP
- Bid-Submission on CPPP

Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for allowed / not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QACertificate(1)	not allowed	Special characters not allowed
QA_Certificate	allowed	Under score allowed between words / characters
QACertificate	allowed	Upper & lower cases allowed

- ii) It is advised that **all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.** BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size documents (Preferably below 50 MB) may be checked.
- iii) Submission of offline documents as per clause 5.1 in a sealed envelope to **Registrar NIT Durgapur** on or before due date & time.
- iv) Attend Public Online Tender Opening Event (TOE) on CPPP : Opening of Techno-commercial Part
- v) View Post-TOE reports posted by Institute on CPPP.
- vi) Attend Public Online Tender Opening Event (TOE) on CPPP: Opening of Financial-Part (Only for Technical Responsive Bidders)
- vii) View Post-TOE reports posted by Institute on CPPP.

For participating in this tender online, the following instructions are to be read carefully. These instructions are page supplemented with more detailed guidelines on the relevant screens of the CPPP.

2. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, **it is necessary for each user/contractor to have a Digital Certificate (DC)**. Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

3. Registration

To use the Central Public Procurement Portal (<https://www.eprocure.gov.in>). Vendor/Contractor need to register on the portal. The vendor should visit the home-page of the portal (<http://www.eprocure.gov.in>) and go to the e-procure link then select **Bidders Manual Kit**.

Note: Please contact NIC Helpdesk (as given below), to get your registration accepted / activated:

NIC Helpdesk	
Telephone	1800-233-7315
E-mail ID	cppp-nic@nic.in [Please mark CC: support-nic@nic.in]
NIT Durgapur	
Contact Person	Sh. A. K. Bhagat, Security Officer & I/C Estate Section
Telephone	+91 94347 88170
E-mail ID	estatehelpdesk@admin.nitdgp.ac.in

4. 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.

5.1. Offline submission

The bidder shall submit the following documents offline in Physical to **Estate 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.
- 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.

5. 2 Online submission:

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. Photo copy 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 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 MSME Certificate in place of the DD of the EMD.
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, authenticated copy of partnership deed in cases of partnership firm.
19. Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company.
20. 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.
21. 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.*
22. Scanned copy of the duly filled, signed, and stamped No Near relative certificate(s).
23. Scanned copy of the duly completed, signed and stamped Declaration about Genuineness of Documents/Certificates.
24. Non-blacklisting certificate in the prescribed format (Annexure III).

**Scanning Note- Scanned document corresponding to any item must be in a single PDF file. This single PDF file may contain one or more than one pages, as the case may be. The File Name of any Document must be made as below-
File Name= Document_XY where XY is the two digit Serial No. of the Document in the above Table. For example, No near Relative Certificate is having the Serial Number as 12, hence the file name of its scanned document will be - Document_12. And depending upon the firm, this file Document_12 may contain 1 or more than 1 page(s).**

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

Scanned copy of the duly filled rates, signed and stamped in the Financial Bid.

Note:

- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning „The document <name> called vide clause ____ is not applicable on us.
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

6. Price Schedule /Schedule of Quoting Rates

Utmost care may kindly be taken to upload price schedule / Schedule of Quoting Rates. Any change in the format of Price Schedule / Schedule of Quoting Rates file shall render it unfit for bidding. Following steps may be followed-

1. Download BOQ.
2. Fill rates in downloaded BOQ.
3. Save filled copy of downloaded price schedule / Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

Alternatively the bidder can take the print out of the Part-B, Financial Bid, Section-I, Schedule for Quoting the Rates, duly fill it, sign it and stamp it with the company's seal. And then take the scanned copy of it and upload it on the e-tendering portal in the Financial Bid envelope.

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), and go to the **Bidders Manual Kit**. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal or anywhere else.

The help information provided through 'CPPP User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

Note: The special instructions to contractors/Bidders for e-submission of bids online through www.eprocure.gov.in can be accessed by following link

<https://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>

which are mentioned below for ready reference-

- i. Bidder should do the registration in the tender site <http://eprocure.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority(NICCA)/MTNL/SIFY/TCS / nCode/eMudhra.
- ii. Bidder then login to the site thro" giving user id / password chosen during registration.
- iii. The e-token that is registered should be used by the bidder and should not be misused by others.
- iv. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- v. After downloading/getting the tender schedules, the Bidder should go thro" them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- vi. If there are any clarifications, this may be obtained online thro" the tender site, or thro" the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- vii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
- viii. Bidder should get ready the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date & time for the tender.

- ix. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- x. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- xi. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- xii. 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.
- xiii. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- xiv. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- xv. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- xvi. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- xvii. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- xviii. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time **(as per Server System Clock)**.
- xix. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**
- xx. If the bidder submits the bid in manual form, he should have already registered in the tender site and he has to inform the registration ID in the bid submitted otherwise his tender will not be considered.
For any other queries, the bidders are asked to contact through Mail : cppp-nic@nic.in

7. Key Instructions for Bidders

The following **FOUR KEY INSTRUCTIONS for BIDDERS'** must be assiduously adhered to

- i. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
- ii. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
- iii. Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.
- iv. Submit your bids well in advance of tender submission deadline on CPPP . as there could be last minute problems due to internet timeout, breakdown, etc.

(NITD should not be responsible any problem arising out of internet connectivity issues).

While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.

8. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

EMD:

Bidder should furnish an EMD of an amount of **Rs 9,00,00.00/- (Rupees Nine Lakhs Only)** in the shape of DD from a scheduled bank in India drawn in favour of **“Director NIT Durgapur” payable at Durgapur.** This EMD should be submitted in sealed envelop super-scribed as EMD & Tender No. The bidders should enclose a pre-receipted bill for the EMD to enable us to return the EMD of unsuccessful bidders. **Failure to deposit Earnest Money will lead to rejection of tender.** In the event of the awardee bidder backing out, EMD of that bidder will be forfeited. **EMD of successful bidder will be adjusted against Security Deposit and will remain with the Institute. It will be refunded only after three months of expiry of contract duration. No interest will be paid on this EMD.**

The earnest money of unsuccessful bidders will be returned to them without any interest within 15 working days after awarding the contract.

EMD envelops should be placed in another sealed envelope and addressed to: The Registrar, National Institute of Technology Durgapur, M G. Avenue, Durgapur-713209, India

EMD EXEMPTION:

The Institute may accept bids without EMD as per GFR 2017. A copy of relevant document must be submitted in hard copy before opening of technical bid.

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).

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 unskilled 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 heady 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 Care Taker: 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)

Sl. No.	Components	%	Wages Breakup / Day			
			Un-Skilled Staff	Semi-Skilled	Skilled	Highly Skilled
1	Basic + VDA		487.00	551.00	645.00	710.00
2	HR	5	24.35	27.55	32.25	35.50
3	EPF	13	63.31	71.63	83.85	92.30
4	ESIC	3.25	15.83	17.91	20.96	23.08
5	Retrenchment Benefit	4.81	23.42	26.50	31.02	34.15
6	LEAVE (MW X 16 / 365)		21.35	24.15	28.27	31.12
7	BONUS (7000 X 8.33%) / 26		22.44	22.44	22.44	22.44
8	Washing Allowance		3.00	3.00	3.00	3.00
9	SUBTOTAL		660.70	744.18	866.79	951.59

1. Bonus should not cross the annual limit i.e. Rs. 7000.00 and monthly limit Rs. 583.33.
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: 45, Semi-Skilled:57, Skilled: 51, Highly Skilled 06 which may decrease or increase as per requirement of the Institute.

Note:

- i. The above requirement is only tentative and may increase / 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. BOQ – Bidders has to quote their services as percentage (%) on basic+vda in price column.**

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 on the basis of 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 labor laws namely Industrial Disputes Act, Minimum Wages Act, Workmen Compensation Act, the Contract Labor (Regulation and Abolition) Act, EPF Act, Payment of Wages Act, ESI Act, Bonus Act, Maternity Benefits Act, Earned Leave, Shops & Establishments Act, Factories Act, or other labor rule, regulation applicable and amended from time to time. The Contractor shall be responsible for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per rule. **The contractor should be responsible for linking of UAN's and transfer if any.**
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 labor 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 Labor Act and all other labor and industrial enactment at his own risk and cost in respect of all staff employed by him and keep NIT 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 then 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.
50. 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.
51. 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.
52. 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.
53. The Contractor shall abide by and follow all the Local and Central Laws strictly.
54. 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.
55. 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.
56. 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.

57. 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.
58. 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.
59. 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.
60. That, NIT Durgapur shall not be liable for any default on the part of the contractor on his failure to fulfill the statutory requirements and the liability shall be the contractor's alone.
61. 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.
62. 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.
63. 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.
64. An attendance register shall be maintained by the contractor for all the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in the NIT Durgapur office and the payment, shall be made to the contractor on the basis of attendance register.
65. 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.
66. 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.

67. 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.
68. 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.
69. 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.

Registrar, NIT Durgapur

Aforementioned conditions are acceptable to me.

Signature of Contractor.

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:

(SIGNATURE OF BIDDER WITH SEAL)

Signature of Tenderer and Seal

Contd.....P/20

Annexure-2

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 Labors etc. to IITs/NITs/ISC/ISSERs/IIMs/AIIMs/HNLUs/IIITs/ 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. Deptt., 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 Bankers Demand Draft 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?		

Date:

Note: Enclose copies of relevant documents.

Signature and Seal of Bidder

Signature of Tenderer and Seal

Contd.....P/21

Annexure-3

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.

(SEAL AND SIGNATURE OF BIDDER)

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