

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA, KURUKSHETRA

[Under the Ministry of Education (Shiksha Mantralaya), Govt. of India]

KURUKSHETRA - 136119 (HARYANA)

(An Autonomous Body of the Ministry of Education, Govt. of India)

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TENDER DOCUMENT

Tender Notification. No. **NITK/02/GA/17/2022**

Dated: **06.09.2022**

Name of Item : Providing Outsourcing services of Un-Skilled/Semi Skilled/Skilled/ Highly Skilled Manpower for estate and office attendant works on contract basis at NIT KURUKSHETRA

Estimated amount put to Tender : Rs. 7,50,00,000/- (including GST)

Tender Fee : Rs. 1000/-

E M D Amount : Rs. 15,00,000/-

Time for Supply of item : Twelve Months

Last Date for Submission of Tender : **04.10.2022; 09:00 AM**

Address for Submission of Tender : <https://mhrd.euniwizarde.com>

Pre-Bid Meeting : **13.09.2022; 11:00 AM**

Date of Opening of Technical Bid : **04.10.2022; 10:30 AM**



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NOTICE INVITING e-TENDER (e-NIT)

National Institute of Technology Kurukshetra invites online Tenders (<https://mhrd.euniwizarde.com/>) for the following items in **two cover system** (i.e., Technical bid and financial bid) subject to the following terms and conditions, from the Govt. Agencies/reputed Service Providers so as to reach this office on or before scheduled date and time. The tender (Technical bid) will be opened online on the due date as mentioned in the presence of bidders or their authorized agents who may choose to be present. Bidders can verify their bid status through online portal <https://mhrd.euniwizarde.com/> . The financial bid of only such bidders whose technical bid is accepted shall be opened later on pre-informed date.

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SECTION 1 A:- PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal <https://mhrd.euniwizarde.com>

1. REGISTRATION PROCESS ON ONLINE PORTAL

1. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link "Bidder Enrollment". Enrolment on the e-wizard Portal is free of charge.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
3. Bidders to register upon enrolment 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.
4. 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. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
5. 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.

2. TENDER DOCUMENTS SEARCH

1. Various built in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. 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 Online Portal.
3. 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 Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. BID PREPARATION

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. 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.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / PNG etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

4. BID SUBMISSION

1. Bidder to 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 to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder to select the payment option as Online” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
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, which cannot be viewed by unauthorized persons until the time of bid opening.

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.
10. ***The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.***

5. AMENDMENT OF BID DOCUMENT

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

6. 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 e-Wizard Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **011-49606060, 23710092, 23710091, Sanjeet Kumar Jha +91-8882495599,9350530626.**

7. INSTRUCTIONS TO THE BIDDERS

1. **Process for Bid submission through MHRD portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of MHRD website (<https://mhrd.euniwizarde.com>). Steps are as follows (Home page \Rightarrow Downloads \Rightarrow Bidder Manuals).**
2. The tenders will be received online through portal <https://mhrd.euniwizarde.com>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
3. Possession of 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://mhrd.euniwizarde.com>. Digital Signature Certificates can

be obtained from the authorized certifying agencies, details of which are available in the web site <https://mhrd.euniwizarde.com> under the link 'DSC help'.

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

SECTION 1B: INSTRUCTION TO BIDDER (ITB)

IMPORTANT Note: - All documents should be clearly scanned and in readable format and are to be uploaded on the e-Tendering portal before due date and time.

- Bidders/Vendors/Suppliers/Contractors must get themselves registered by payment of **Rs.2000/- + applicable GST** as onetime fee for 1 Year on the portal for participating in the e-tenders published by the department. Detailed registration help manual is available in bidder help manual kit.
- Bidders must provide the details of PAN number; registration details etc. as applicable and submit the related documents. The user id will be activated only after submission of complete details.
- Bidders must have a valid email id and mobile number.
- Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
- Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However, bidder can update the digital certificate to another user id after uncapping it from the exiting user id.
- Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
- Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
- Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
- Bidders are advised to read complete BoQ /SoQ /Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
- Any modification/replacement in BoQ / SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
- Bidders must pay required payments (Tender fee, BID SECURITY, Tender Processing Fee etc. as available on the portal), before submitting the bid. ***Tender form fee & Tender processing fee is non-refundable.***
- Bidders are recommended to use PDF files for uploading the documents and file size must not cross 5MB. Only price bid sheet will be in Excel format.
- The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
- Offline Submission of bids/documents/rates by the bidders will not be accepted by the

department, under any circumstance.

- After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
- If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
- Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
- The time displayed in the server is IST (GMT+ 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
- Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

For E-Tendering Help/Support in participation or guidance: -

Mr. Shekher Tyagi	9205898221
Mr.Birendra Kumar	8448288988,
Office Number (E-Wizard)	011-49606060
Helpdesk Email	ewizardhelpdsek@gmail.com

ELIGIBILITY CONDITIONS

National Institute of Technology Kurukshetra invites online Tenders from reputed and highly professional agencies, who fulfills the eligibility criteria as enunciated herein after for “Deployment of Manpower and Supervision at work spots of the Institute purely on contract basis” for a period of one year which can be further extendable as per the scope of work and terms & conditions set out in the tender document.

1. Work:

Agency shall be responsible for all activities related to deployment of manpower and supervision and other activities notified from time to time by the concerned authority of the Institute. Brief description of Job work and an illustrative list of manpower likely to be deployed is indicated in **Annexure-I**. The list is illustrative not exhaustive. The number of persons and related criteria to be outsourced may vary depending on the actual requirement of the Institute time to time.

2. BIDDING PROCEDURE:

Two bid system will be followed for the tender.

2.1 The Bidders are requested to give detailed tender in two Parts:

Part- I : Technical Bid

Part–II : Financial Bid

2.1.1 Technical Bid:

Technical Bid is to be submitted online along with the following documents.

- a) Copy of the receipt of the Tender fee.
- b) Copy of the receipt of the submission of EMD.
- c) Attested copy of Certificate of Incorporation / Registration of agency;
- d) Work experience of similar work during FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.
- e) Attested copy of the IT return filed for the last 3 financial years (2019-20, 2020-21 and 2021-22)
- f) Annual turnover certificate from Chartered Accountant in the required format as per annexure III.
- g) Attested copy of valid requisite Certificates, i.e. ISO 9001, 14001, OHSAS-18001);
- h) Attested copy of Labor Welfare, ESI and EPF registration certificates;
- i) Attested copy of PAN card
- j) Attested copy of the GST registration certificate;
- k) Attested copy of Registration certificate under Contract Labor (Regulation & Abolition) Act, 1970 for minimum 150 contract employee
- l) Declaration as prescribed in Annexure- IV;
- m) Undertaking as prescribed in Annexure-V;
- n) Power of Attorney / Board Resolution in favour of signatory of the Tender on behalf of Tenderer (on letter pad of the company sealed and signed by Director);

- o) Proforma for technical bid evaluation sheet in Annexure-VI.

Note 1: Please indicate page nos. on your tender document.

Note 2: The technical offer should not contain any price information. Any price information will lead to cancellation of the submitted bid.

2.1.2 Financial Bid:

Financial Bid is to be submitted in an online form, super scribing “**Part II: Financial Bid for Outsourcing of Manpower**” In the proforma prescribed at **Annexure-VII**.

Note 1: The Price Bid shall contain Agency’s Overhead/ Service Charges, and other Statutory Tax/Liabilities. The price should be same for all categories and shall be quoted in terms of **percentage (%)** of base price.

Note 2: In case financial bid is not submitted separately and combined with technical bid, the bids will be summarily rejected.

Note 3: The service charges are to be quoted in whole number or decimal number, not in fraction. If quoted in decimal maximum two digit after decimal point is to be considered e.g. if bid is quoted as 2.176, only 2.17 will be considered and number 6 will be discarded.

Note 4: If any Firm/ Agency quotes service charges 0 (Zero), their quote will be summarily rejected without any further consideration.

2.2 Earnest Money

EMD in an original form valid for minimum six months, through Bank Guarantee drew on any scheduled bank in favour of “Director NIT Kurukshetra”, payable at Kurukshetra should be submitted. EMD shall bear no interest. Any bid not accompanying with EMD is liable to be treated as non-responsive and rejected. Online payment facility for EMD is available. The EMD shall be returned to the unsuccessful bidders after the notification of award of the contract. Relaxation for Start-up, MSMEs, Make in India will be as per GOI norms.

2.3 Evaluation of Bid:

- a. Bids will be evaluated in two steps based on Technical and Financial criteria.
- b. Financial Bids shall be opened for only those bidders who qualify in the technical bid evaluation.

- c. Technical bid evaluation will be done by a Committee constituted by the Director of the Institute based on the following criteria:
- I. The bidder must fulfill all the minimum eligibility criteria mentioned in the tender document (section-3).
 - II. During the technical evaluation stage, each bidder shall be assigned marks as per the criteria specified in Annexure VI. Total marks will be awarded out of 100.
 - III. Evaluation shall be done only on the basis of supporting documents submitted by the bidder along with technical bid for the criteria as mentioned in Annexure VI. It is the responsibility of the firm/agency to submit the neat and clean documents so that they will be readable.
 - IV. A Bidder must fulfil the minimum eligibility criteria and should secure a minimum of 60% marks (i.e. 60 marks out of total 100 marks) in Technical Bid Evaluation in order to be a qualified bidder for being eligible for opening of financial bids.
 - V. A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures as above. The technical bid not meeting the essential criteria/minimum or any other requirements as per the tender documents shall be rejected and their financial proposals will not be considered any further. The decision of the competent authority will be final and binding.
- d. Opening of Part-II (Financial Bid) will be intimated to technically qualified tenderers (those who secured minimum 60 marks and fulfill all the eligibility conditions) after scrutiny of Part I: Technical Bid.
- e. Final evaluation for awarding of contract will be based on financial bid only. In case lowest quoted rates from more than one tenderer comes out to be same then tenderer having more marks in the technical bid evaluation will be given preference. In case the scores also match for more than one bidder, the tenderer having higher average turnover in last three financial years shall be given the preference.

Note 1: *The Director of the Institute reserves the right to annul all bids without assigning any reason.*

Note 2: *Overwriting or erasing in the bid documents shall render the same invalid. If unavoidable, all cuttings/over writings should be attested by the authorized signatory. In case space provided is not sufficient, additional sheets may be attached.*

Note 3: *The bids must contain the information as required in the format prescribed. The bids which do not contain the information as desired and are not supported by necessary documents will not be considered for evaluation.*

Note 4: *Conditional bids shall not be considered and will be rejected out rightly at the very first instance.*

2.4 REJECTION OF TENDERS

The Director, National Institute of Technology, Kurukshetra at his sole discretion shall reserve the right to reject or cancel any or all tenders in any of the cases as mentioned hereunder:

- (a) If the firm has failed to deposit EMD amount in the prescribed mode and Tender Document Fee
- (b) If a firm quote 'Nil' service charge.
- (c) If validity of the bid is less than the period prescribed (90 Days)
- (d) If the tender is not duly signed by the authorized signatory, or not found proper or complete to the satisfaction of NIT, Kurukshetra in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- (e) If the minimum eligibility condition as mentioned in Section 3 is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- (f) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- (g) If the tenderer tries to do canvassing in any form.

2.5 Submission of Tender

The intending tenderer must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

- a. Information and Instructions for tenderers posted on website shall form part of Tender document.
- b. The bid document consisting of technical evaluation sheet, bidder's eligibility criteria the financial bid format and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <https://mhrd.euniwizarde.com> or www.nitkkcr.ac.in free of cost.
- c. But the bid can only be submitted after deposition of EMD and Tender Cost and other documents as specified. It is mandatory to upload scanned copies of all the documents stipulated in the bid document. If the documents stipulated in the bid document are not uploaded, then bid will become invalid and shall summarily be rejected.

If the cell is left blank the same shall be treated as "0". However, if a tenderer quotes nil rates or does not quote any percentage, the tender shall be treated as invalid and will not be considered as lowest **tenderer**.

3. MINIMUM ELIGIBILITY REQUIREMENT

The bidder (Service Provider) must fulfill following mandatory requirements:

- 3.1 The Service Provider should be registered with the appropriate registering authority. The registration of the Agency must be at least 05 years old as on 31st March 2022.
- 3.2
 - a. The Service Provider should have good performance experience certificate of value note less than Rs.15 Crore for the three years on 31st March 2022 of providing manpower in Govt./ Semi Govt./ Govt. Undertaking/CFTI Educational Institutes/ PSUs. The copy of the agreement must be attached with performance certificate.
 - b. The bidder should have at least one year of satisfactory experience in an educational institute of national repute not prior to 1st April 2017. The copy of the agreement must be attached with performance certificate.
 - c. If the service provider is providing manpower services in this Institute for the financial year 2021-22, then he must produce good performance certificate of the competent authority for the financial year 2021-22.
- 3.3 Experience towards supply of at least 200 manpower of similar job profile only will be considered.
- 3.4 The minimum annual turnover of the Service Provider should at least be Rs. 20 Crore (Rupees Twenty Crore Only) for each financial year during the last three years (FY 2019-20, 2020-21 and 2021-22). The amount is minimum required for each year and not on average basis.
- 3.5 The Service Provider should be ISO 9001, ISO 14001 and OHSAS 18001 certified entity having valid certificates as on 31st March 2022.
- 3.6 The Service Provider should not have been blacklisted by any Govt/ Semi Govt/ Govt. Undertaking/ University/ Institute/ other reputed establishment for any reason whatsoever. Service provider should submit declaration in this regard. In future, if any false declaration proved contract will be terminated and security forfeited.
- 3.7 The Service Provider should have been registered with Employee State Insurance ("ESI") and Employee Provident Fund ("EPF") Authorities for depositing ESI and PF contributions.
- 3.8 The Service Provider should have been registered with GST and must be in possession of GSTIN and PAN.
- 3.9 The Service Provider should have a valid labour license from the Regional Labour Commissioner or any other statutory authority for specific number required for contract under Contract Labour (Regulation & Abolition) Act,

1970.

3.10 Bidders found to be having unsatisfactory past performance; corrupt, fraudulent or any other unethical business practices shall not be eligible.

4. TERM OF THE CONTRACT

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

5. GENERAL TERMS AND CONDITIONS

- 5.1 The tenderer should enter the amount quoted by him in appropriate column of the tender document only. The tender submitted in any other format shall not be considered and will be summarily rejected. The rates mentioned on the Price Bid of the tender document will be taken into consideration; no additional document provided or attached to the price bid will be taken into consideration. In case of erroneous entries in the tender document the tender is liable to be cancelled. Rates should be quoted in figures and in terms of percentage (%).
- 5.2 The technical bid should accompany the Earnest Money Deposit (EMD) of Rs. 15,00,000/- (Rupees Fifteen Lakh only) obtained from any Nationalized Bank payable by crossed Demand Draft/Banker's Cheque/Bank Guarantee in favour of Director, National Institute of Technology Kurukshetra, payable at Kurukshetra. Please note that cheque will not be accepted in any case. The EMD will be refunded to all the unsuccessful Tenderer(s) after finalization of the tender.
- 5.3 The validity of submitted tender shall be for 90 days which shall be reckoned from the last date of the receipt of tender.
- 5.4 The Service provider will have to submit Bank guarantee of Rs. 22,50,000/- (Rupees Twenty Two Lakh Fifty Thousand only) (as per Ministry of Finance OM No.F.9/4/2020-PPD dated 12.11.2020 and OM of even number dated 30.12.2021) as the security deposit for performance guarantee before commencement of the contract. The validity of the bank guarantee should be 60 days beyond the validity of the period of contract. Bank guarantee will be forfeited if the service provider prematurely withdraws or if the services are terminated for being unsatisfactory.
- 5.5 The power of acceptance of the tender will rest with the competent Authority of the Institute. The competent authority may accept or reject any tender without assigning any reasons in the interest of the Institute.

- 5.6 The service provider shall maintain all movable properties of the Institute to be used by him or his employees like furniture, electrical installation etc. in good condition during the contract period. The service provider shall return all articles entrusted in good condition at the end of the contract period or as and when the contract is terminated. The service provider shall compensate NIT Kurukshetra for damages in such properties up to the repair value or replacement value or as decided by the Institute authorities.
- 5.7 The Director or Registrar or any authorized person of NIT Kurukshetra may inspect the institute premises and other functional areas and if found unsatisfactory performance of the services provided then the competent authority can impose a fine for the same which will be binding on the service provider and to be debited in the next bill to be paid to him or the security deposit with the institute if any.
- 5.8 Salary of a particular month will be disbursed by the Agency to its employees on or before 7th day of next month through bank accounts.
- 5.9 The Institute shall have no responsibility or any obligation legal or otherwise in respect of the affairs of contract staff and employee, including their appointment, conduct/ discipline, termination, wages and terms and condition of work etc. statutory requirements, compensation, which will be the sole obligation of the service provider.
- 5.10 Institute shall not accept/ consider/ entertain any claim from the service provider/ firm/ company or his contracted employees for regular employment/ absorption in the Institute.
- 5.11 The service provider shall ensure that workers employed by him are properly, cleanly and neatly dressed and shall be "Disciplined and Polite" to the Institute personnel at all time. The service provider should provide:
- 5.11.1 Suitable uniform to the workers at his cost. The uniform should be neat and clean. The color code of the uniform will be decided by the authorized person of the Institute.
- 5.11.2 A photo identity card issued by the service provider on the left hand side of the uniform or hanging on their neck so that they can be identified during their duty hours.
- 5.12 The service provider shall furnish a list of all its employees along with the proof of their residential addresses and due police verifications report at the beginning of the contract to the institute. An undertaking will also be required to be submitted by the service provider to the effect that the service provider shall be responsible for any of the action of misconduct committed by its employees. In case of appointment of a new employee during the pendency of the contract, same details will require to be furnished by the service provider.
- 5.13 If the Institute is not satisfied with the conduct, behaviour, performance, etc. of any of the worker of service provider, the service provider shall replace the

person concerned as per the advice of the Institute without assigning any reason off.

- 5.14 The outsourced person should not work in drunken condition and shall not be using any Tobacco product or Gutka inside the institute premises.
- 5.15 The service provider/ firm/ company, in any case, shall not be permitted to sublet the work to any other agency. At any stage if it is found that services are sublet, the contract will be immediately terminated.
- 5.16 Any dispute between the parties (as defined in the agreement) will be referred to the Director, National Institute of Technology, Kurukshetra and his/ her decision will be binding on both the parties and shall be final.
- 5.17 The Director, National Institute of Technology, Kurukshetra reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- 5.18 The Service Provider shall have his own system of supervision and arrangements within the said premises for the deployment of suitable worker to the satisfaction of the competent authority or any authorized person authorized by the Director of the Institute. The Service Provider shall, however require to furnish details of such a system for approval of the competent authority. At least Two persons of the rank of manager holding the minimum qualification of Graduate should be employed by the service provider in the Institute on their cost.
- 5.19 The service provider is required to establish his office in Kurukshetra city before the deployment, with proper infrastructure and same to be communicated to NIT, Kurukshetra authorities.
- 5.20 The assigned work shall be inspected by the service provider on his own at least once a week and report be submitted to the Registrar, National Institute of Technology, Kurukshetra or the officer/staff authorized by the Director, regularly
- 5.21 Behaviour of the workers shall in no way be detrimental to the administration. The service provider shall provide personnel of good character, physically fit, efficient, well behaved and skilful in their duties.
- 5.22 The service provider shall withdraw any employee from the service of National Institute of Technology, Kurukshetra whose conduct is not good in the opinion of competent authority of the Institute or/and found in any way unfit or unsuitable for the purpose. In case of failure to do so, no remuneration for such employee shall be entertained. The decision of the Director, National Institute of Technology, Kurukshetra in this regard will be final and binding.
- 5.23 All workers provided by the service provider should be healthy and not suffering from any contagious diseases. The service provider shall furnish fitness certificate of the workers yearly issued by the medical officer.
- 5.24 The service provider shall ensure that norms prescribed by the human rights commission, Government of India, Minimum wages act, and industrial dispute act or any such other legislation are fully observed and the office is kept

harmless and indemnified. If there is any noncompliance intimated by the competent authority to the Registrar, National Institute of Technology, Kurukshetra, the service provider has to rectify it and indemnify.

- 5.25 The service provided by the service provider shall conform to the academic standards of the Institute. Any deviation or deficiency shall be taken as violation of the contract and will make the contract liable for termination. The decision of the Director, National Institute of Technology, Kurukshetra, in this regards shall be final and binding.
- 5.26 The quoted and accepted rates shall be final for the contract period of three (03) years if services are extended by one year or more.
- 5.27 All legal disputes shall be within the jurisdiction of Kurukshetra.
- 5.28 Currently tentative 350 (Three hundred fifty) persons are required. The details are given in Annexure-I. Manpower deployment and posts can be increased or decreased as per the need of the Institute. Tenderer should hold a valid labour license as per the required number by the Institute.
- 5.29 The Institute reserves the right to cancel the tender process at any stage.
- 5.30 Any undue delay in providing/replacing the requisite manpower will be considered as breach of contract and will be dealt with accordingly. The delay by the Agency in providing a substitute beyond 6 (six) working days from the date of requisition shall attract penalty to be decided by competent authority beside deduction in payment on pro-rata basis.
- 5.31 The personnel shall be available for work on round the clock, the working hours may be on all days and round the clock in shifts.
- 5.32 If need arises, the outsource staff shall have to work beyond working hours or attend the office even on off day (Sunday/Institute holidays) as per work requirements.
- 5.33 The manpower so deployed shall have to strictly adhere to punctuality with regard to office timings. Late arrivals, early departures and short leaves shall not be permitted in any manner. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction of wages/ salary for one day will be made.
- 5.34 Agency shall have to provide a substitute, if any worker goes on leave for more than Six days.
- 5.35 Service provider shall provide details of grievance redressal mechanism and escalation matrix for handling issues related to manpower deployed at the Institute.
- 5.36 The Agency shall be solely responsible for payment of remuneration/wages in compliance of all the statutory obligations as applicable including Minimum Wages Act, EPF Act. ESI etc., deduction and timely deposition of EPF, TDS (Income Tax), Professional Tax etc. on monthly remuneration payable to personnel.
- 5.37 Agency acknowledges and agrees that “Time is of Essence” in this Agreement

and therefore, all timelines shall be strictly adhered to by the Agency.

- 5.38 The Agency shall be responsible for compliance for all statutory requirement as per prevailing Govt. norms.
- 5.39 The Agency shall not assign transfer; pledge or sub contract the services/works.
- 5.40 The Agency shall be liable to pay all taxes, duties, royalties, statutory minimum payments / contributions to be paid to and / or on behalf of the manpower supplied by the tenderer, overheads etc.
- 5.41 No child labour should be employed for any of the work in any circumstances.
- 5.42 The Institute may select any of the technically qualified willing agency (ies), in case, the agency with lowest rate at any stage after award of contract fails to start the work or does not perform satisfactorily after starting the work. The willing agency (ies) has to match the L1 bidder in this case.
- 5.43 No dispute certificate(s) from existing and/or previous organization shall be attached and such certificates should not have been issued before date of issue of tender document.
- 5.44 The Service Provider shall, on the execution of service agreement and providing services to the National Institute of Technology, Kurukshetra, not violate, breach and contravene any conditions of any agreement entered with the third party/ies;
- 5.45 The service provider shall provide general tools, necessary personal safety gloves, gum boots etc. and other equipment's required by the personnel at his own expense and the institute does not take any liability towards the same.
- 5.46 The service provider shall ensure collection, mechanized screening/ segregation of dry and wet garbage in the earmarked area. the service provider will also ensure segregation of bio degradable and non-bio degradable garbage. Finally, the service provider will arrange for disposal of garbage at such a place as may be permissible by Kurukshetra District Authority. The solid waste collected from the campus hostels and households shall be disposed-off at prescribed location in liaison with Kurukshetra District Authority directions. The Wet/ bio-degradable waste shall be disposed in areas assigned by NIT Kurukshetra keeping the NIT Kurukshetra Campus clean and hygiene will be the sole responsibility of the service provider.
- 5.47 The service provider shall ensure for daily collection & cleaning of garbage from the dustbins at the various location in the institute. Further the service provider shall also ensure for transportation of garbage by mechanized means of transport i.e. tractor with hydraulically lift trolley at his own cost and the same should always be in working conditions.
- 5.48 *The successful bidder has to submit the performance security within 5 working days of the issuance of Work Order.*

6. SIGNED TENDER AND OTHER REQUIREMENTS

- 6.1 The tender documents submitted by the tenderer (applicant agency) including

Annexure / Addendums if any, shall be submitted with duly filled (financial offer) and signed on each page as token of having read the conditions and acceptance thereof.

- 6.2 The Service Provider shall submit an undertaking in format as prescribed in Annexure V for acceptance of all terms and conditions mentioned in tender document.

7. SCREENING PROCESS

- 7.1 On receipt of the demand from the Institute the Agency shall provide profile of qualified persons for respective services and shall facilitate the Institute to screen the best candidate(s).
- 7.2 Based on the screening, the Institute may select a candidate for requisite services and decision of Institute will be final in this regard.
- 7.3 The Agency shall depute the selected candidate within 30 (thirty) days to Institute and execute the requisite services. Any personnel engaged after screening, but subsequently not found to be suitable will be replaced by new personnel immediately.
- 7.4 The personnel provided will be required to perform duties as assigned to them by the Institute authorities from time to time.

8. MODE OF PAYMENT

- 8.1 Service provider / agency shall submit the bill in triplicate in respect of particular month in the first week of next month for release of payment along with duly verified attendance sheets, pay bill; proof of salary/remuneration paid and certified photocopies of payment towards EPF, ESI etc.
- 8.2 All payments will be made on reimbursement basis and no advance shall be paid to the agency.
- 8.3 Payment towards EPF/ESI will be released separately only after production of payment challans and declaration that "No payment is due towards EPF/ESI in respect of persons deployed in Institute by agency".
- 8.4 For the avoidance of doubt, it is clarified that if a bill is not accompanied by the supporting documents / in the proforma prescribed or if the bill is disputed for any reason by the Institute, then such amounts of the running account bill shall not be due and payable by the Institute, until the dispute is resolved, or the supporting documents have been provided by the Agency, as the case may be.

9. PAYMENT TO CONTRACT MANPOWER DEPLOYED BY CONTRACTOR

- 9.1 A computerized Monthly Payment Slip shall be issued to all contractors' manpower at the time of monthly payment. The Pay slip must bear the contract agency name & logo etc.
- 9.2 Pay Slip' must mention clearly the Name & ID of the contract manpower, all the

components for payment and deductions separately. PF Account No, ESI Account No, PF & ESI contribution by employer, deductions made if any and all other relevant details must also be mentioned on the 'Pay slip'.

- 9.3 The payment shall be done on the basis of attendance certified by authorized officials of National Institute of Technology, Kurukshetra as per contract rates, terms & conditions. The contractor shall also make payment for all statutory dues in time as per contract terms & conditions.
- 9.4 The payment to Contract manpower deployed shall be done through Bank transfer. No charges for this shall be paid by the Institute.
- 9.5 Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel along with the bills.
- 9.6 The contractor shall submit each employee wise PF Code No. and ESI Code No. along with respective amount to National Institute of Technology, Kurukshetra for all the Contract manpower deployed before claiming the bills.
- 9.7 The bills must be submitted along with: the list of employees with their date of engagement, summary of attendance, wage sheet, PF deposit Challan, ESI deposit Challan for the previous month through E-Sewa and Electronic Challan Cum Return (ECR), attested by the contractor, declaration of the Contractor regarding compliance of EPF / ESIC etc. and other laws as applicable from time to time and also required to pay annual premium towards the payment of Pradhan Mantri Suraksha Bima Yojna.
- 9.8 In the month of May of each year and at the time of conclusion of the contract, the contractor shall submit the documents related to EPF/ESIC (such as, Form 12A, 6A, 3A under PF Act), pertaining to the full year (Previous Financial Year) subject to change from time to time as per Govt. notifications.
- 9.9 The bidder has to submit any other document for meeting statutory/ contract requirement or as directed by authorized person of the Institute.
- 9.10 If bill submission is delayed, the Institute will not be responsible for making payments and contractor will be fully responsible for all the consequences.
- 9.11 The bills will be subject to checks/ verification by the Institute. The payment shall be made after satisfactory performance of work for the actual deployment as certified by end user department on attendance sheet. No payment shall be made to personnel not authorized to be deployed by the Institute. The decision of the Institute will be final in the matter.
- 9.12 The Institute shall be entitled to deduct taxes in accordance with applicable law, income tax at source (TDS) or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 9.13 All the bank charges shall have to be borne by the contractor. PAN No. and GSTIN number must be indicated in the bill.

10. TERMINATION

The Institute reserves the right to terminate the contract with a notice of 30 days to the Agency without assigning any reason. The Agency awarded the contract, if so desire, can terminate the contract by giving one months' notice.

Upon termination, the Agency shall either immediately, or upon the date specified in the notice of termination:

- (a) Cease to represent itself as a service provider to the Institute;
- (b) Cease execution of all further works, except for such works as institute may specify in the notice of termination, which is in progress.
- (c) Payment towards the pending salary and all statutory requirements if any of contract employees deployed by him.

11. FORFEITURE OF DEPOSIT

11.1. Earnest Money Deposit

11.1.1 In case the bidder to whom contract is awarded backs out, the EMD of Rs. 15,00,000/- of the Agency shall be forfeited.

11.2. Security Deposit

11.2.1 In case of breach of any terms & conditions attached to this agreement, The Security Deposit of the Service Provider / Agency shall be liable to be forfeited besides annulment of this agreement.

12. ARBITRATION

12.1.1 Any dispute, difference arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of this Agreement, in any manner whatsoever, shall be referred to a binding arbitration in accordance with The Arbitration and Conciliation Act, 1996.

12.1.2 The arbitration proceedings shall be conducted by a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute, whose award shall be reasoned and in writing and shall be final and binding on the Parties. The Arbitration proceedings shall be conducted in the English Language and the venue of arbitration shall invariably be at Kurukshetra.

12.1.3 Provided however, nothing contained in this Clause shall be deemed to prevent a party from approaching a Court of competent jurisdiction at Kurukshetra (Haryana) for seeking interim relief prior to or pending arbitration.

13. GOVERNING LAW

This Tender shall be governed by and construed in accordance with the laws of the India and the courts of Haryana shall have exclusive jurisdiction, since Agreement has been executed by the Parties in Kurukshetra (Haryana).

14. FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction, act of God omissions or acts of public authorities including changes in law, regulations or policies of the Government, or other regulatory authority acts which are beyond the control of any Party (hereinafter referred to as the "events"), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

DECLARATION
(for authorized person to sign behalf of the company, if any)
(On Non-Judicial Stamp Paper)

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

Signature of Authorized Person

Name:

Date:
Place:

Seal:

Annexure – I

Tentative Requirement of the Manpower

I. Electrical Maintenance & Fire Protection Services

Sr. No.	Category of worker	Manpower required	Qualification	Nature of Services	Tentative Numbers
1.	Unskilled	Beldar	-	Helping in electrical maintenance work & simple electrical repairs	20
2	Semi-Skilled	Electrician	ITI Passed	Periodic electrical maintenance/ repair work & other technical work of high raise in offices/ residences/ laboratories & building. Maintenance/repair work of AC equipment & water coolers etc.	20
		Fire Man	-	Providing supervision to all firefighting worked and other Electrical works at campus.	02
3.	Skilled	Shift Attendant (SA)	ITI in Electrical	Maintenance and operation work of electrical sub-stations & other technical work of high raise etc.	10
		Head Fireman	-	Provide Supervision in Firefighting, Electrical & other related work of highly skilled nature to the employees of the contractor.	01
4	High Skilled	Senior Substation Shift Attendant	Three Year Diploma in Electrical	Supervision of Electrical works and Firefighting work of High Skilled nature and supervision of all manpower of contract for Electrical Maintenance & Fire Protection Services.	01

II. Horticulture & Landscaping Maintenance Services

Sr. No.	Category of worker	Manpower required	Qualification	Nature of Services	Tentative Numbers
1.	Unskilled	Mali	-	Planting of saplings/ leaf picking/ hedge cutting/ trimming of grass/ de-weeding of weeds	50
		Head Mali	ITI Passed	To from physical orchard operations i.e. Maintenance of orchards, grafting pruning, tracing, digging, pitting, sparing, growing nursery plants, watering and field work etc.	01
2	Skilled	Driver Light Vehicle (Tractor Driver)	10 th pass, Ability to read and write Hindi and English with two years' experience. Must possess driving license of heavy/light vehicle.	Driving, maintenance & operation of vehicles.	01

III. Housekeeping Services

Sr. No.	Category of worker	Manpower required	Qualification	Nature of Services	Tentative Numbers
1.	Unskilled	Sweeper	-	Routine housekeeping & upkeep in offices/ labs. Clearance, collection, carriage & disposal of waste material/ garbage/ from various sites & its disposal.	56

IV. Maintenance Services in Estate and Public Health

Sr. No.	Category of worker	Manpower required	Qualification	Nature of Services	Tentative Numbers
1.	Unskilled	Beldar for Artisans and other Miscellaneous works	-	Helping in Civil Maintenance Work.	60
		Beldar for water supply	-	Proper maintaining & operating tube wells.	08
2	Semi-Skilled	Sewer man	-	Cleaning Sewers and sewage pipe lines.	04
		Welder	-	Fabrication of grills by welding and sundry welding jobs. Cutting, bending and assembly of steel reinforcement etc.	02
		Artistic Painter	-	Artistic Painting for artistic painting in hostel Build.	01
3	Skilled	Mason	-	Providing civil maintenance & other masonry work in offices, residences, laboratories & other buildings, etc. Casting of RCC beams and slabs.	10
		Carpenter	-	Fabrication & repair of wooden joinery chowkhats, doors, windows, ventilators & other related jobs.	07
		Plumber/Pipe fitter	-	Providing repair of Tube Wells, external water supply lines and other work related to pipe fitting & plumbing.	07

V. Office Attendant Services

Sr. No.	Category of worker	Manpower required	Qualification	Nature of Services	Tentative Numbers
1.	Unskilled	Peon /Attendant	10 th pass	Filing papers, numbering files, replacing old file covers, Provide assistance in office to the Institute staff & document handling skills	80
		Library Attendant	ITI Passed	Lend and collect books, periodicals, videotapes, and other materials at circulation desks. Enter and update patrons' records on computers. Process new materials including books, audiovisual materials, and computer software.	02
		Cleaner	-	Cleaning & Upkeep of equipment in labs, offices and Institute vehicles.	04
		Groundmen	-	Cleaning, keeping and maintain the Sports Ground.	03

Note: The number of persons and related criteria to be outsourced may vary depending on actual requirement.

Annexure – II

BIDDER DETAILS FORM/APPLICATION

**TECHNICAL BID FOR Providing Outsourcing Services of Un- Skilled/ Skilled/
Highly Skilled Manpower on contract basis at NIT KURUKSHETRA**

*(Part I: - Technical Bid for Providing Outsourcing Security Services of Un-
Skilled/ Skilled/ Highly Skilled Manpower on contract basis NIT Kurukshetra)*

Sr. No.	Description	Information
1	Name of Tendering (Agency) Manpower Service Provider	
2	Date of Incorporation of Company/Firm <i>(Attach ROC Registration certificate /Partnership Deed/ or any other relevant legal document)</i>	
3	Details of Earnest Money Deposit	
4	Name of Director/ Partner	1. 2. 3.
5	Full Address of Registered Office: Telephone No.: FAX No.: E-Mail Address :	
6	Full address of Operating Branch/Office in Kurukshetra Telephone No.: FAX No.: E-Mail Address :	
7	Banker to the Manpower Service Provider <i>(Attach certified copy of statement of account)</i>	
8	PAN No.: <i>(Attach attested copy)</i>	
9	GST registration number <i>(Attach attested copy of certificate)</i>	
10	Employee Provident Fund Registration No. <i>(Attach attested copy)</i>	
11	Employee State Insurance Registration No. <i>(Attach attested copy)</i>	

Annexure – III

Part A

Annual turnover of the Service Provider during the last three financial years (2019-20, 2020-21, 2021-22) duly certified by a Chartered Accountant: *(Attach Separate sheet if space provided is insufficient)*

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2019-20		
2020-21		
2021-22		

Part B

Give details of the major similar contracts handled by the tendering Manpower Service Provider during the period between 1st April 2017 and 31st March 2022 in the following format *(Attach Separate sheet if space provided is insufficient)*

Sr. No.	Name of the Client, Address, Telephone No.	No of Employees provided by company (Minimum 200)	Amount of Contract (Rs. Lacs)	Duration of Contract
1				
2				
3				
4				
5				
6				

Name of the Organization	Officer-in-Charge with Designation (Not below the rank of Assistant Registrar/ Manager)	Phone/Mobile No and e-mail id

For the above,

- (a) The Service Provider should have good performance experience certificate of value not less than Rs.20 Crore for the three years on 31st March 2022 of providing manpower in Govt./ Semi Govt./ Govt. Undertaking/CFTI Educational Institutes/ PSUs., the copy of the agreement must be attached with good performance certificate.
- (b) The bidder should have at least one year of satisfactory experience in an educational institute of national repute not prior to 1st April 2017.
- (c) If you have provided or providing manpower services in the Institute you must produce good performance certificate of the Competent Authority.

Annexure – IV

AFFIDAVIT REGARDING BLACKLISTING & FRAUD AND CORRUPT PRACTICES

(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non judicial stamp paper by the Agency)

IProprietor/ Director/ Partner of the firm M/s.
.....do hereby solemnly affirm that the firm M/s. -----

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

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

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

We also declare that:

(a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State;

(b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.

(d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

(e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.

(f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Address _____

Annexure – V

Undertaking regarding Tender Conditions Acceptance
(To be given on Company Letterhead)

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

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Annexure – VI

Technical Evaluation Sheet

Name of the Firm/ Agency:

Sr. No.	Technical Evaluation Criteria	Marks	Self Score	Max Score	Score Validation (by the Institution, not to be filled by the bidder)
1.	Relevant experience of providing manpower in CFTIs	(a) In CFTIs (Centrally funded technical Institutions)	5 Marks for each order	25 Marks	
		(b) In reputed Govt. / Semi Govt. organizations	03 Marks each order		
2.	HRIS (Human resource information system) or equivalent IT enabled system for manpower management	(a) Readily available (Screen shots etc. to be provided as a Proof)	10 Marks	10 Marks	
3.	Relevant Experience of Senior management (Above the rank of manager or equivalent) of agency	(a) 5 to 10 years	1 Mark each Member	10 Marks	
		(b) 11 or more years	2 Marks Each Member		
4.	Valid ISO Certification (ISO9001)	(a) Holding for last 5 Years or less	3 Marks	5 Marks	
		(b) More than 5 years	5 Marks		
5.	Valid ISO Certification (ISO14001 and OHAS 18001)	(a) Holding for last 5 Years or less	1.5 Marks for ISO14001 + 1.5 Marks for OHAS 18001	5 Marks	
		(b) More than 5 years	2.5 Marks for ISO14001+ 2.5 Marks for OHAS 18001		
6.	Audited turnover in Last 03 Financial years (2019-20, 2020-21, 2021-22)	(a) More than 20 crores but less than 30 Crores	10 Marks	20 Marks	
		(b) Above 30 Crores	20 Marks		
7.	Number of Years of operation for outsourcing manpower	(a) 05 Years	5 Marks	10 Marks	
		(b) 05 Years and above	10 Marks		
8.	National Presence (at least 3 States)	3 states	3 Marks	5 Marks	
		More than 3 states	5 Marks		
9.	No of similar works in Last 5 years (supply of manpower with at least 200 manpower size)		1 Mark for each work	10 Marks	

Signature and seal of bidder with date

FINANCIAL BID FORMAT
(To be filled in prescribed format only)

Part II: - Financial Bid for Providing Manpower Services to NIT Kurukshetra

Name of the Firm/Agency: _____

Sr. No.	Overheads	Amount
1	Manpower salary	As per Central Government Minimum Wages Rates for Kurukshetra <i>(Don't write anything in this column)</i>
2	EPF and ESI contribution	As per EPF Act and ESIC Act <i>(Don't write anything in this column)</i>
3	Service charge of contractor (Quote in percentage % only)	
4	GST/Other Statutory liabilities (if any)	As per Govt. norms <i>(Don't write anything in this column)</i>

Note:

1. If a firm quotes 'Nil' service charge shall result in rejection of the bid.
2. The bidder should only quote "Service Charge of contractor (Quote in percentage % only)".
3. In case financial bid is not submitted separately and combined with technical bid, the bids will be summarily rejected.
4. The service charges are to be quoted in whole number or decimal number, not in fraction. If quoted in decimal maximum two digit after decimal point is to be considered e.g. if bid is quoted as 2.176, only 2.17 will be considered and number 6 will be discard.
5. The agency is required to provide two full sets of seasonal uniform per semester as approved by competent authority.

DECLARATION

I _____ (Name & Designation) S/o _____ resident
of _____ do hereby declare as under:

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

Signature of Authorized Person

Name:

Designation:

Date:
Place:

Seal:

BIDDER'S ELIGIBILITY CRITERIA

Sr. No.	Description	Confirmation (Yes/No)	Proof Attached at Page No.
1	Is your agency approved/recognized/registered by Govt. of India /State Govt. for providing Manpower Services. Copy of relevant certificates should be attached. Service Provider should have a valid license from competent license authority under the provision of contract Labor Act. 1970 and Contract Labor Central Rules 1971.		
2	Is your agency in existence for the last 05 years or more?		
3	(a) The Service Provider should have good performance experience certificate of value not less than Rs.20 Crore for the three years on 31st March 2022 of providing manpower in Govt. Semi Govt./ Govt. Undertaking/CFTI Educational Institutes/ PSUs., the copy of the agreement must be attached with good performance certificate		
	(b) The bidder should have at least one-year of satisfactory experience in an educational institute of national repute not prior to 1st April 2017.		
	(c) If you have provided or providing manpower services in this Institute you must produce good performance certificate of the Competent Authority		
4	Do you have any experience of providing similar services in Govt. Semi Govt./ Govt. Undertaking/CFTI Educational Institutes/ PSUs.?		
5	Have the agency deployed at least 200 or more workers continuously on roll for the last six months. For proof EPF challan should be submitted.		
6	Do you have average annual turnover of INR 20 Crores in preceding three financial years' in similar services. (Copy of audited balance sheets and ITR certificates with matching PAN No. must be enclosed).		
7	Have your agency have been blacklisted by any Govt., Semi Govt. Department or any other organization? An affidavit in original (on non- judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Bid.		

8	Whether the Earnest Money enclosed?		
9	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?		
10	Have you completed /submitted other required Information/ Documents, as mentioned in the Tender Document?		
11	Is your firm/agency/contractor ISO 9001, ISO 14001 & OHSAS 18001 certified?		
12	Do you have a Registered/Branch Office in Haryana?		

Signature and Seal of Bidder

Date:

Note: Upload copies of the relevant documents.

BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT KURUKSHETRA OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT KURUKSHETRA. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To
Registrar,
National Institute of Technology KURUKSHETRA,
NIT Campus
Kurukshetra – 136119 (Haryana)

LETTER OF GUARANTEE

WHEREAS National Institute of Technology Kurukshetra (Buyer) has invited Tenders vide Tender No..... Dt. for purchase of AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**Registrar, National Institute of Technology Kurukshetra, Kurukshetra**” in the form of Bank Guarantee for ₹ (**5% (Five percent) of the purchase value**) and valid up **to warranty period plus two months** from the date of issue of Performance Guarantee Bond may be submitted within 30 (Thirty) days from the date of Order Acknowledgement as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to National Institute of Technology Kurukshetra, Kurukshetra on demand and without protest or demur ₹ Rupees.....).

This Bank further agrees that the decision of National Institute of Technology Kurukshetra, Kurukshetra (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in the tender document/purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or National Institute of Technology Kurukshetra, Kurukshetra (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed ₹ (Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if National Institute of Technology Kurukshetra, Kurukshetra serve upon us a written claim or demand on or before.....(date). This Bank further agrees that the claims if any, against this Bank Guarantee, shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank & Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of bond period.

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

(To be typed on Non-judicial stamp paper of value Indian Rupees One Hundred)
(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MANGALORE OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MANGALORE. BONDS ISSUED BY COOPERATIVE BANKS ARE NOT ACCEPTED)

LETTER OF GUARANTEE

To
Registrar,
National Institute of Technology KURUKSHETRA,
NIT Campus
Kurukshetra – 136119 (Haryana)

IN ACCORDANCE WITH YOUR TENDER for the supply of, M/s.
(hereinafter called the "Bidder") having its Registered Office at....., wish to participate in the said bid for the supply.....as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. (Rupees.....) valid up to **(180 days from the date of issue of Bank Guarantee)**, is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition within the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:

We,(Bank name) having the registered Office at guarantee and undertake to pay immediately on first demand by NITK Kurukshetra, an amount of Rs. (Rupees...) Without any reservation, protest, demur and recourse. Any such demand made by the NITK Kurukshetra shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder. The Guarantee shall be irrevocable and shall remain valid up to (180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

- * Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....).
- * This Bank Guarantee shall be valid up to (date).
- * We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claimer before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at(Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank: Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of bond period

(On the letter head of the Firm)

MANDATE FORM FOR BANKING DETAILS

Name of the Firm:

Registered /Postal Address:

1.	Permanent Account Number(PAN) No.	
2.	GST no. of the Firm	
3.	Bank Details.	
	a. Bank Name	
	b. Bank Address	
	c. Account no.	
	d. Type of Account (Current/Saving)	
	e. RTGS/NEFT Code	

Date:

Name of the Authorized Signatory

Place:

Stamp & Signature