

### NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu Phone: 0431-2503830

#### e-Procurement Notice

Ref: NITT/EMD/ EMC/Tender/Enq.No:014/24-25

Online tenders are hereby invited in three cover systems from Indian Nationals for Tender for Hiring of Manpower / Human resources for Operation of 11/0.433 kV Substations with D.G. Sets, 11 kV Ring Main Units and Maintenance of Solar Power plants, attending fuse of calls and other panels connected to the system (on outsourcing basis) for a period of one year.

Bidders can download a complete set of bidding documents from the e-Procurement Platform http://eprocure.gov.in/eprocure/app from **18.10.2024** onwards. Bidders must submit bids online for the items they are interested in by uploading all the required documents through http://eprocure.gov.in/eprocure/app.

The last Date/ Time for receipt of bids through e-procurement is 11.11.2024 (06.55PM) (Server time). Late bids shall not be accepted. For further details regarding Tender Notification & Specifications, please visit the website: https://eprocure.gov.in/eprocure/app and www.nitt.edu

#### CRITICAL DATE SHEET

Published Date	18.10.2024 (06.55PM)
<b>Bid Document Download Start Date</b>	18.10.2024 (06.55PM)
Clarification Start Date	18.10.2024 (06.55PM)
<b>Clarification End Date</b>	11.11.2024 (06.55PM)
<b>Pre-Bid Meeting Date</b>	28.10.2024 (11.00 AM)
<b>Bid Submission Start Date</b>	18.10.2024 (06.55PM)
<b>Bid Submission End Date</b>	11.11.2024 (11.00 AM)
<b>Bid Opening Date (Technical)</b>	12.11.2024 (11.00 AM)
<b>Bid Opening Date (Price)</b>	Will be announced after technical evaluation

Note: \*Bidder should submit the EMD as specified in the tender. The hard copy should be posted/couriered/deposited in person to the Central Dispatch section / Tender Inviting Authority within the bid submission due date and time as indicated in the tender. A scanned instrument (EMD) copy should be uploaded as part of the offer.

Dated: 18-10-2024.

## NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

#### **Estate Maintenance Department**

Web: www.nitt.edu Phone: 0431-250 3830



## Tender Document (e-Procurement)

Name of Work/ Service : Tender for Hiring of Manpower / Human resources

for Operation of 11/0.433 kV Substations with D.G. Sets,11 kV Ring Main Units and Maintenance of Solar Power plants, attending fuse of calls and other panels connected to the system (on outsourcing basis)

for a period of one year.

Tender Notification No

NITT/EMD/ EMC/Tender/Enq.No:014/24-25

Date : 18-10-2024

Name of the Department : Estate Maintenance Department

EMD Amount : **Rs. 1,94,703**/-

Last Date & Time of submission of

Address for submission of Tender

Tender

11.11.2024 (11.00 AM)

: THE DIRECTOR, NIT TIRUCHIRAPPALLI-15

**Kind Attention to:** 

The Executive Engineer, EMD

Date & Time of opening of technical

bid

12.11.2024 (11.00 AM)

## **Bidding Procedures**

#### **Section I: Instructions for Online Bid Submission**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

- 1. Possession of valid Digital Signature Certificate (DSC) and enrollment / registration of the contractors / bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
- 2. Bidder should register for the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment / registration, the bidders should provide only valid and true information including valid E-mail id. All the correspondence shall be made directly with the contractors/bidders through E-mail id as registered.
- 3. Bidder need to login to the site through their user ID / password chosen during enrollment / registration.
- 4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken / Smartcard, should be registered.
- 5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
- 6. Contractor / Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
- 7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
- 9. Bidder may log in to the site through the secured login by the user id / password chosen during enrolment / registration and then by submitting the password of the e-Token / Smartcard to access DSC.
- 10. Bidder may select the tender in which he / she is interested in by using the search option and then move it to the 'my tenders' folder.
- 11. From my tender folder, he / she may select the tender to view all the details uploaded there.
- 12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
- 13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and ordinarily it shall be in PDF /xls / rar / jpg / dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.

- 14. The Bidders can update well in advance the documents such as certificates, annual report details, etc., under the "My Space option", and these can be selected as per tender requirements and then sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing the upload time of bids.
- 15. Bidder should submit the Tender Fee / EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority within the due date and time of the bid submission as indicated in the tender. A scanned instrument(EMD) copy should be uploaded as part of the offer.
- 16. The bidder has to select the payment option offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
- 17. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time; the submitted bid shall not be acceptable or liable for rejection.
- 18. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
- 19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Every act of using DSC to download the bids and upload their offers shall be deemed to be a confirmation that they have read, understood, and agreed with all clauses of the bid document, including general conditions of the contract, without any exception.
- 20. The bidder must upload the required files as indicated in the cover content. If any irrelevant files are found, the bid may be rejected.

#### PRICE BID

- 21. If the price bid format is provided in a spreadsheet file like BoQ\_xxxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling in the relevant columns. The Priced-bid / BOQ template shall not be modified/replaced by the bidder; otherwise, the bid submitted is liable to be rejected for the tender.
- 22. The bidders are advised to submit the bids through the online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or difficulties faced by the bidders during the submission of bids online.
- 23. The time settings fixed on the server side and displayed at the top of the tender site shall remain valid for all actions of requesting, bid submission, bid opening, etc., in the e-Tender system. The bidders should follow such a time during bid submission.

#### EVIDENCE FOR ONLINE BID SUBMISSION

- 24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of the bid for the particular tender and also be used as an entry pass to participate in the bid opening.
- 25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.

- 26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 28. 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) exit option in the browser.
- 29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: **1-800-233-7315**, **0120-4001005** or send an E-mail to cppp-nic@nic.in.

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#### NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI - 620 015,

TAMIL NADU, Web site: www.nitt.edu

## NOTICE INVITING TENDER FOR HIRING OF MAN POWER FOR THE OPERATION OF ELECTRICAL SUBSTATION AND ALLIED ELECTRICAL SYSTEMS (ON OUTSOURCED BASIS)

## **Estate Maintenance Department (Electrical Maintenance Centre) – NITT**

Estate Maintenance Dep	partment (Electrical Maintenance Centre) – N11 1
	BID SYNOPSIS
Tender Reference Number and date	NITT/EMD/ EMC/Tender/Enq.No:014/24-25, Dated:18.10.2024.
Brief Description of the Tender	Tender for Hiring of Manpower / Human resources for Operation of 11/0.433 kV Substations with D.G. Sets,11 kV Ring Main Units and Maintenance of Solar Power plants, attending fuse of calls and other panels connected to the system (on outsourcing basis) for a period of one year.
Type of Tender	Three Bid System
Web site address for downloading the tender document	The tender document can be downloaded from our website, www.nitt.edu
Earnest Money Deposit (Refundable)	Rs. 1,94,703/- (Rupees one lakh ninety-four thousand seven hundred three only) in the form of a Demand Draft drawn in favour of "The Director, National Institute of Technology, Tiruchirappalli"
Date of Pre-bid meeting	28.10.2024, 11.00 AM (Venue: A-11 Hall of the Administrative Building, NITT)
Last date and time for receipt of tender	11.11.2024 (11.00AM)
Mode of submission of Tender	E-Tender through E-Procurement
Date, time and venue Opening of Tender (Technical Bids)	12.11.2024 (11.00 AM)
Date and time of opening of Price bids	After evaluation of technical bids, the date, time, and place of opening the price bid will be disclosed to technically qualified bidders.
Contact person for technical queries or clarifications on the tender document	P. Dhanabalan, Junior Engineer/ Electrical Estate Maintenance Department/Electrical, National Institute of Technology, Tiruchirappalli-15, Landline: 0431 250 3840 Mobile: 94890 66205. Mail ID: emc@nitt.edu
Performance Security Deposit	3% of the contract value
Contact Person for Technical queries	Mr. P. Dhanabalan (JE/ Elect), Electrical Maintenance Centre, NIT, Trichy, Phone: 0431 250 3977 Mail ID: emc@nitt.edu

## **Notice Inviting Tender**

National Institute of Technology, Tiruchirappalli (NITT)invites sealed tenders from reputed Manpower Hiring Agencies for outsourcing the operation of 11/0.433 kV Substations with D.G Sets, 11 kV Ring Main Units, attending fuse of calls and Maintenance of Solar Power Plants, attending fuse of calls and other panels connected to the system. The duration of the contract is initially for a period of one year(3months+9months) and is extendable for a maximum of two more years, which means (1+1+1), based on satisfactory performance of the contractor & workman ship subject to review by NITT year after year and at the discretion of the NITT Management.

## **SCOPE OF WORK**

The Successful Bidder has to deploy qualified and trained Manpower/personnel to perform the following jobs around the clock.

- 1. Operation and maintenance of 11kV RMU, 11kV/433 V Substations& allied equipment, LT (420V) and HT (11kV) DG Sets.
- 2. Attending emergency works
- 3. Attending power failure complaints & emergency complaints
- 4. Receiving, issuing & attending to fuse of complaints
- 5. Keeping powerhouses, DG Sets and equipment neatly
- 6. Logging and Maintaining of ledger/records/checklists
- 7. Issue of Line Clearance as per the Engineer in charge instruction.
- 8. Under the emergency, immediate attention must be paid to faults in SS and the restoration of power within a reasonable time.
- 9. During maintenance, the Successful bidder should engage the Supervisory Competency Certificate holder in Electrical for supervision
- 10. Operation and Maintaining Solar power plants, cleaning & watering of PV panels every day as scheduled manner and monitoring, reading and monthly report submissions, etc.
- 11. Maintenance of Package, Ductable, Split, Window and shifting of ACs and before the major function, the AC technician must check all the units and switch on & off operation, etc., as required.
- 12.Other works assigned by the Engineer in charge from time to time.

## List of equipment (tentatively) to be Maintained and operated by the Successful bidder

- 1. 11 kV/433 V 1000 kVA -2 No's ,500 KVA -9 No's, 250 kVA -2 No's, 200 kVA -1 No
- 2. 11 kV HV breakers 9 No's, LV -15 breakers.
- 3. 11 kV Ring Main Units 11 No's
- 4. HV Panels 4 & MV Panels & distribution panels -110
- 5. 11kV HT Generators 750 kVA 2 No's & LT Generators 500 kVA 2 No's & 250 kVA 1 No's etc.
- 6. HT&LT AMF Panels etc.

#### List of Major Locations in NITT Wherein the work has to be carried out:

- 1. Receiving Station, Main Power House new &old.
- 2. Main Sump, Boys & Girls Hostel Substation, KV School Substation, 12<sup>th</sup> St Substation, Quarters Substation and Professors Quarters Substation.
- 3. All dept., Hostel buildings, Messes, Quarters, Thuvakudy Annexure buildings, pump houses and Shops, STP plants etc.

### **SECTION 1: INSTRUCTION TO BIDDERS**

#### 1. Definitions:

- i. 'The purchaser' means the Department of Estate Maintenance Department/Electrical, National Institute of Technology.
- ii. 'The bidder' means the individual, firm, or Company participating in this tender and submitting its bid.
- iii. 'The supplier' means the individual, firm, or Company providing services under the contract.
- iv. The Services means all the Services, which the supplier is required to provide Manpower under the contract.
- v. Letter Of Intent (LOI) means the written communication to the successful bidder of the intention of the purchaser to accept the tender as per the terms & conditions contained & referred to therein.
- vi. The Purchase/work Order means the written order placed by the purchaser on the supplier signed by the purchaser, including all sections incorporated by reference therein. The purchase order shall be deemed a "Contract" in the document.
- vii. 'The contract Price' means the price payable to the supplier under the purchase order /work order for the full & proper compliance of his contractual obligations.
- viii. The records, terms & expressions not specifically defined herein or in the tender documents shall have the same meaning assigned to them, as the case may be. The Head notes are for guidance only & shall not affect the interpretation or construction of any provision thereof in the tender documents.
- ix. Date of receipt of communication of purchase/work order will be taken as actual date of receipt or 5 days from date of dispatch in case of postal delivery; whichever is earlier unless specifically mentioned.

#### 2. Services to be provided: As per below

Sl. No	For	Post	**No. of workers required	Category
1.	Substation Operation	Substation operator	5	Highly skilled manpower
2.	Substation Operation	Substation Assistant	3	Skilled manpower
3.	Maintenance of EMC	EMC Office/Site Assistants	4	Skilled manpower
4.	Maintenance of AC units	AC Office/Site Assistant	1	Skilled manpower
5.	Maintenance of AC units	AC Technician	2	Highly skilled manpower
6.	Maintenance of AC units	AC Helper	2	Skilled manpower
	Total requirem	17		

<sup>\*\*</sup>The requirement of actual manpower/personnel may vary according to the need and may be reviewed/ reduced/enhanced as and when required.

## 3. Educational Qualifications for workmen to be deployed.

Sl. No	Name of the Post	Educational Qualification and Experience			
1	Substation Operator	<ol> <li>Degree / Diploma in Electrical and Electronics</li> <li>Practical Experience of 4 years in the Operation and Maintenance of substations (up to 11kV) with an essential Electrical Supervisory Competency Certificate</li> </ol>			
2	EMC office / Site Assistant / AC Office/Site Assistant	I Science Engineering			
3	Substation Assistant  1. Degree / Diploma in Electrical and Electronics (or ITI in Electrician Trade 2. Practical Experience of 2 years in Operation ar Maintenance of substations (up to 11kV).				
4	AC Technician ITI/Diploma in R&AC with 2 Years of Experience in R & AC fields.				
5	AC Helper	ITI/Diploma in R&AC with 1 Year of Experience in R & AC fields.			

## 4. Eligibility/Prequalification Criteria

i. The tendering Company / Firm / Agency should be registered with the appropriate registration authorities, as given below:-

- a. The bidder should possess a valid Electrical Contractor's license grade **EA or higher-grade** license issued by the Tamilnadu Electrical Licensing Board. If he possesses any other license issued by other State Governments, the same has to be endorsed by Tamilnadu Electrical Licensing Board.
- b. Under the Indian Companies Act or any other Act as applicable.
- c. Labour License, if applicable as per Labour Laws
- d. Goods and Service Tax e. EPF f. ESI
- ii Average Annual financial turnover during the last 3 years (21-22,22-23,23-24) ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost.
- iii. Experience of having successfully completed similar works during the last 5 years as on floating in which applications are invited should be either of the following: -
  - ☑ Three similar completed works cost not less than the amount equal to 40% of the estimated cost. (or)
  - ☑ Two similar completed works cost not less than the amount equal to 50% of the estimated cost. (or)
  - ☑ One similar completed work costing not less than the amount equal to 80% of the estimated cost.

#### Definition of "similar work"

Similar work under this clause means Contract- experience in deployment of experienced personnel in Electrical substation Switching Operations, Air conditioner, solar plant maintenance, multi-tasking/office assistants

(or)

Contract- experience in deployment of experienced personnel in Electrical substation Switching Operations, Air conditioner, solar plant maintenance, multitasking/office assistants and having annual maintenance contract experience in the field of 11kv /415 volts Distribution substations DGs, etc.

In Public Sector Undertakings/Banks/Government Departments/ Reputed Educational institutions/Reputed Private companies/Corporates. Necessary documentary proof, such as completion certificates for government departments and TDS in case of works carried out for private parties, should be enclosed in addition to the completion of certificates. etc.

## 5. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Bid. NIT, in no case, will be responsible for these costs regardless of the conduct or Outcome of the bidding process.

#### 6. Amendment to bid document

At any time, prior to the opening of the bid, NITT may, for any reason, whether at his/her own initiative or in response to a clarification required by a

prospective bidder, modify the bid document by amendments. Such amendments shall be notified on the website <a href="www.nitt.edu">www.nitt.edu</a> & E-Procurement portal these amendments will be binding on all the bidders.

#### 7. Bid Price

- i. The supplier shall quote the price per the enclosed format (Annexure II).
- ii. Bids submitted with variable prices shall be rejected as non-responsive.
- iii. The price quoted by the bidder shall remain firm during the entire period of the contract.
- iv. The unit prices shall be quoted with sufficient details to enable the purchaser to arrive at the total prices of the services offered.
- v. The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable or illogical rates.
- vi. The price quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation.
- vii. The NITT shall compare the offered service charge percentage of all technically qualified bids to determine the lowest service rate of the evaluated bid. If there is a tie on the quoted service charge (i.e. one bidder has quoted the same service charge percentage), then the order will be given to the bidder who is the highest average annual turnover for the last three financial years if the average annual turnover is also same, then the preference will be given to the bidders having more years of experience.

#### 9. Earnest Money Deposit

- i. Earnest Money Deposit (EMD) of Rs. 1,94,703/- (Rupees one lakh ninety-four thousand seven hundred three only) in the form of Account payee Demand draft or Bankers cheque drawn in favour of "The Director, National Institute of Technology, Tiruchirappalli" from any of the Commercial Banks.
- ii. The amount or amounts payable to the bidder or the bid security furnished by the bidder with respect to an earlier bid shall not be adjustable against this bid.
- iii. The amount deposited as bid security shall carry no interest during the entire period it remains with the Department of Telecommunications.
- iv. The Earnest Money Deposit of unsuccessful bidders will be discharged/returned as early as possible but not later than 30 days after the expiry of the period of bid validity. No interest will be payable on Earnest Money Deposit.
- v. The Earnest Money Deposit of the successful bidder will be converted as part of the performance guarantee.
- vi. The bid security shall be forfeited:
  - a. if the bidder withdraws his bid during the period of bid validity or
  - b. In the case of a successful bidder, if the bidder fails to sign the contract and/or fails to furnish performance bank guarantee (PBG) in accordance with the relevant clauses of the bid documents.
- vii A bid not accompanied by EMD shall be summarily rejected as non-responsive.

viii In lieu of the above, if any tenderer is an MSME Certificate issued in their name regarding the exemption of EMD (Earnest Money Deposit) in the tender, the same will be considered in respect of MICRO & SMALL ENTERPRISES ONLY for exemption of EMD is in the said tender, but no other preference will be considered. The EMD expectation is applicable if the contractor is registered under the indicates "Service" category for providing Manpower.

### 10. Filling-up of Bid Document

- i. The bid shall be filled either typed or printed or neatly hand written and all pages of the bid document should be signed by the bidder or a person duly authorized to bind the bidder to the contract.
- ii. Overwriting/erasures, if any, in the technical bid must be duly authenticated with the full signature of the person signing the bid. Overwriting/Corrections are not permitted in the financial bid.
- iii. Violation of the above clauses will lead to the rejection of the tender.

#### 11. Evaluation

- i. All bids will be examined for responsiveness with respect to terms & conditions in the bid document.
- ii. the evaluation will be done for substantively responsive bids only.
- iii. A substantively responsive bid is one that conforms to all the terms and conditions of the Tender Documents without any material deviations. The bid's responsiveness shall be based on the contents of the bid itself without recourse to any extrinsic material.
- iv. A bid determined as substantively non-responsive shall be rejected.
- v. The bidder(s) shall not be permitted to make corrections after opening a bid to make such bid(s) substantively responsive.
- vi. The purchaser is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender and allot the quantities offered. The bidders shall supply the quantities the purchaser decides at the approved rates.
- vii. The purchaser may waive minor non-conformance or irregularity(s) in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of the bids.
- viii. Arithmetical error, if any, shall be rectified in the following manner:
  - a. If there is a discrepancy between the that is unit price & the total price unit price obtainable by multiplying the unit price with quantity, the be correct prevails & the total shall accordingly.
  - b. If there is a discrepancy between words & figures, the amount in words shall prevail. If there are errors in the calculations or rate of applicable Govt. levies, duties & taxes, the purchaser will correct the same.

- ix. Only the applicants who fulfil the eligibility criteria as stated earlier shall be evaluated further for the following criteria:-
- Made misleading or false representations or deliberately suppressed the information in the forms, statements and enclosures required in the qualification document.
- Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

### 12. Commercial Evaluation of Substantively Responsive Bids:

On the bid opening day mentioned in the NIT, only technical bids will be opened and evaluated for responsiveness. The financial bids of those bidders whose technical bids are found to be responsive will only be opened and commercially evaluated on a subsequent date. The date of opening of financial bids will be intimated to all eligible bidders. The ranking shall be based on the prices offered, inclusive of all taxes.

### 13. Prebid Meeting

It is proposed that a pre-bid meeting be conducted on 28.10.2024, 11.00 AM (Venue: A-11 Hall of the Administrative Building, NITT) at the National Institute of Technology, Tiruchirappalli-15. The purpose of the meeting is to clarify our requirements and answer the prospective bidders' questions on the technical bid and commercial terms and conditions of this tender.

View above, prospective bidders are advised to submit their doubts/ questions/ clarifications, if any, through Mail (Mail ID: emc@nitt.edu) before the date of the bid meeting. Further, on the date of the meeting, the questions should be given in writing.

Any modification of the bidding documents that may become necessary as a result of the pre-bid meeting shall be made known to all the prospective bidders by the selection committee through a notification of amendment on the NITT website. No clarifications will be provided beyond the date of the pre-bid meeting. No extension of time will be given for submission of tender on any account beyond the last date for submission of tender.

#### **SECTION 2 : GENERAL CONDITIONS OF CONTRACT**

#### 1. Application

Submission of a bid against this offer shall bind the bidder to accept all the conditions specified in the tender document.

#### 2. Period of validity of bids:

The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected as nonresponsive.

#### 3. Cancellation of bids:

NIT reserves the right to cancel the bid (Tender) partly or fully without assigning any reason.

#### 4. Contacting the Purchaser

No bidder shall try to influence the Purchaser on any matter relating to its bid at any stage. Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

#### 5. Award of Contract

NITT shall consider the placement of a letter of intent to the bidder whose offer has been found technically, commercially and financially acceptable.

6. The bidder, within 15 days of the issue of the letter of intent, shall give his acceptance along with performance security in conformity with (Annexure IV). of the bid document.

#### 7. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 6 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the work may be awarded to any other bidder at the discretion of the NITT or call for new bids.

#### 8. Signing of Contract

Signing of Agreement shall constitute the award of the contract on the bidder.

#### 9. Performance Security Deposit

The successful tenderer will have to execute a Performance Bank Guarantee (PBG) Annexure-IV within 15 days of the issue of the formal order for a sum equivalent to 3% of the contract value. The PBG should remain valid for a period of 90 days beyond the date of completion of all the completion of all the contractual obligations of the supplier. PBG will be discharged after three months (from the end of the contract) after compliance with the contractor's performance obligations under the contract.

ii. If the agency fails to deploy manpower against the initial requirement within 15

days of placing the order, the PBG shall be realized without any further notice.

- iii. If the contractor fails or neglects any of his obligations under the contract, it shall be lawful for the NIT Trichy to realize either the whole or any part of PBG furnished by the bidder as compensation for any loss resulting from such failure.
- iv. In case of breach of any terms and conditions attached to this contract, the PBG of the agency will be liable to be realized besides annulment of the contract.

#### 10. Extension of Contract Period.

The contract shall be for one year unless otherwise specified. However, the purchaser reserves the right to extend the contract period by another 2 years beyond the period specified in the letter of Intent, with the same rates and terms & conditions.

#### 11. Right to vary Quantities

NITT reserves the right at the time of contract award or at any time during the contract period to increase or decrease the amount of manpower by up to 50%.

#### 12. Payment Terms

The agency shall raise the bill, in duplicate, along with the attendance sheet duly verified by the Engineer in charge with respect to the persons deployed and submit the same in the first week of the succeeding month. As soon as possible, the payment will be released by the second week of the succeeding month. The claims in bills regarding Employees' State Insurance, Provident Fund, GST, etc., should be necessarily accompanied by documentary proof pertaining to the concerned month's bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished at the discretion of this office.

- 13. The contractor must ensure that the entitled wages of the workers are credited to their bank account on the last working day of the month. The contractor shall not enjoy any relaxation in this matter. While submitting the bill, the successful bidder must file a certificate certifying the following:
  - 1. Wages of the workers were credited to their bank account on (date) (proof enclosed)
  - 2. ESI Contribution relating to workers amounting to Rs-----was deposited on (date) (Copy of the Challan enclosed) (applicable as per Gov. Norms)
  - 3. EPF contribution relating to workers amounting to Rs. ----- was deposited on (date) (Copy of the challan enclosed)
  - 4. Compliance with all statutory requirements, including those under Labour Laws, Minimum Wages Act etc.,

14. The rates agreed may vary based on changes in Minimum Wages & VDA from time to time by the Ministry of Labour & Employment, GoI.

#### 15. Delays in Supplier Performance

- i. Services under the contract shall be provided strictly in accordance with the schedule specified in the purchase order.
- ii. Delay(s) in the performance of service obligations shall render the supplier liable to any or all of the following sanctions i.e. realization of PBG, imposition of liquidated damages and/or termination of the contract for default, and/or barring the supplier for 3 years.
- iii. If at any time during the performance of the contract, the supplier should encounter conditions impeding timely delivery of the services, the supplier shall promptly notify the purchaser in writing of the full facts about the delay, its likely duration & cause(s). As soon as practicable after receipt of the supplier's notice, the discretion to extend the contract's performance period after mutual discussions lies with the purchaser.

#### 16. Liquidated Damage Charges:

The selected agency (manpower supplier firm) shall immediately provide a substitute if any person leaves/is absent from the job for any reason. The delay by the Agency in providing a substitute beyond two working days shall attract liquidated damages; NITT can impose a penalty on the Service Provider (manpower supplier firm) as it thinks fit (No wage/remuneration will be paid to the per manpower for the day of absence from duty.) The Contractor shall ensure the stipulated number of workers as required for the execution of work and is demanded by the company at any point in time. In case of any absentee, the Contractor shall provide a suitable replacement immediately to ensure that the works entrusted are carried out satisfactorily. In case the Contractor engages less than the stipulated workforce ON ANY DAY, and the works entrusted are not carried out, the Engineer-in-charge reserves the right to levy a penalty of minimum double the rate of minimum wages per day per manpower for each deficiency till the minimum workforce as stipulated is restored.

#### 17. Termination of Contract:

NITT, without prejudice to any other remedy for breach of contract, terminates the contract in whole or in parts.

#### 18. Termination for insolvency:

NITT may also terminate the contract by giving written notice and without compensation to the contractor if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

#### 19. 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 is prevented or delayed by reason of any war, or hostility, acts of the public

enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockage or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance under the contract and the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exists, and the decision of NITT as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

#### 20. Resolution of disputes & Arbitration:

Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 as may be appointed by the Director, National Institute of Technology, Tiruchirappalli

#### 21. Set Off

Any sum of money due and payable to the contractor (including the proceeds of the PBG) under the contract may be appropriated by The Director, National Institute of Technology, Tiruchirappalli.

In case of breach of any tender condition, delay, or non-performance, the purchaser may take all or any of the following actions:-

- a. Forfeiture of EMD
- b. Realization of PBG
- c. Cancellation of contract
- d. Barring participation of bidder in all future NIT tenders for a period of 3 years or more.

#### 22. Right to Cancel the Contract.

- a. The purchaser shall have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one month's notice.
- b. The purchaser shall have the right to cancel the contract & realize the PBG if subsequently it is found that the approved contractor is a near relative of a Government servant employed in NIT or any of its subsidiaries.
- 23. Tenderers whose near relatives are employees of NIT, Trichy or its subsidiaries are not eligible to participate in this tender. Near Relatives in relation to a Government Servant include:
  - a. Members of a Hindu Undivided Family,
  - b. They are husband and wife,
  - c. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law),

- brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
- d. A declaration to this effect is required to be enclosed with the technical bid. Format for declaration is at Annexure-III.

A declaration to this effect is required to be enclosed with the technical bid. Format for declaration is at Annexure-III.

#### **SECTION 3: TENDERING PROCESS**

- 1. The tender document and terms and conditions can be downloaded from our website www.nitt.edu and E-Procurement portal www.eprocure.gov.in
- 2. Through Demand Drafts, the bidder is required to furnish Rs. 1,94,703/- (Rupees one lakh ninety-four thousand seven hundred three only) towards Earnest Money Deposit.
- 3. Without EMD of the Tender Document, the technical bid will not be opened and the tender will be rejected summarily.
- 4. At the time of opening of the Tender, the names of those who have submitted their offers along with the details of their remittance of EMD of Tender Document will only be read out and no other information/details whatsoever will be shared at this stage.
- 5. If in any case, unscheduled holiday occurs on prescribed closing/opening date, the next working day shall be the prescribed date of closing/opening.
- 6. Subsequent to evaluation of technical bids, price bids of the technically acceptable offers will be opened for further evaluation and ranking for award of the contract/ purchase order. The date of price bid opening will be intimated to the bidders of technically qualified bids.
- 7. The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender.
- 8. The Tender document consisting of Technical Bid and Price Bid should be submitted in the Prescribed Format only.
- 9. The bidders are not allowed to make addition or alteration in the Technical or Price Bid. Each and every page of the submitted bid shall carry the page numbers.
- 10.No paper / page shall be detached and No addition or alternation should be made in the tender document.
- 11.Printed condition at the back of the letter or bid from the tenderer will be ignored. If it is desired to apply any particular condition to tender, the same must be clearly brought out in the body of the bid/ tender itself.
- 12. The NITT will not be responsible for pre mature opening of the tenders.
- 13. The offers submitted by telex/telegram/fax/ E-mail etc. Shall not be accepted and will be summarily rejected.

- 14.Offers should be clearly written or typed without any cutting or over writing. All cutting / over writing must be initialed and stamped. Bidders must confirm the acceptance of all the terms and conditions of the tender.
- 15. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.
- 16.Any non-acceptance or deviations from the terms and conditions must be CLEARLY mentioned. However, bidder must note that any conditional offer or any deviation from the terms and conditions of this tender may render the bids liable for rejection.

## SECTION 4: CONTRACT-SPECIFIC TERMS AND CONDITIONS

- 1. Daily attendance of the Staff shall be maintained by the Contractor, and the Contractor shall make it available to the Engineer-in-Charge of EMC/NIT, Trichy, for inspection as and when required.
- 2. The deputed staff shall ensure the presence of duty on time by registering their fingerprint in the smart attendance system installed at the Main Power House.
- 3. Normal Working Hours (all days)
  - Normal Shift working hours:24X7
  - **First Shift**: 06:00 AM to 14:00 Hrs.
  - **Second Shift**: 14:00 to 22:00 Hrs.
  - **Third Shift**: 22.00 to 06:00 Hrs.
  - ☑ **General Shift:** 09.00 to 17:30 Hrs. on all working days except Sunday.

The contractor should ensure that the same manpower is not deployed continuously during the next-to-next shifts or subsequent shifts.

- 4. **Duration of the Contract:** contract is initially for a period of one year(3months+9months) and is extendable for a maximum of two more years, which means (1+1+1), based on satisfactory performance of the contractor & workman ship subject to review by NITT year after year, with the same rates, terms and conditions, purely based on the discretion of the NITT management.
- 5. Bids offering rates which are lower than the minimum wages (as indicated in the commercial bid) for the pertinent category would be summarily rejected.
- 6. **Termination**: The contract may be terminated before the expiry of the contract period owing to deficiency in service or substandard quality of the service provided by the successful bidding Company / Firm /Successful bidder. Further, NITT reserves the right to terminate the contract at any time by giving **one month's (30 days)** notice to the

successful bidder.

- 7. **Subletting**: The bidder shall not be allowed to transfer, assign, or subcontract its rights and liabilities under this contract to any other successful bidder without the prior written consent of NITT.
- 8. License: The bidder shall obtain and produce a license under the "The contract Labour (Regulation & Abolition Act 1970) from the labour department if applicable and any other license as per Gov. Norms.
- 9. **Registers**: The bidder shall maintain and, if necessary, submit to the Institute for inspection on demand the records such as Muster roll, Payment register, etc.
- 10.**Breach of Contract**: The bidder will be bound by the details furnished by them to NITT while submitting the bid or at a subsequent stage. In case if any of such document/s furnished by the firm is found to be false, it would amount to a breach of terms of the contract, and the successful bidder is liable for legal action besides termination of the contract.
- 11. The bidder shall ensure that the manpower / human resources deployed at NITT conform to the standards prescribed in the Tender Document.
- 12. Disciplinary action: In case the manpower/personnel employed by the successful bidder commits any act of omission/commission that amounts to misconduct /indiscipline/incompetence/security risks, the selected successful bidder shall take appropriate disciplinary action against such personnel immediately being brought to his notice, failing which it would amount to breach of contract and may lead to termination of contract.
- 13.**Identity card**: The bidder shall provide identity cards to the personnel deployed at the Institute, with the photograph of the personnel and personal information such as name, designation, address identification mark, etc. attested by the security officer at the Institute.
- 14. Confidentiality: The bidder shall ensure that any information related to Research, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by their personnel deployed at the Institute.
- 15. The bidder shall ensure proper conduct of its personnel at the Institute campus and not indulge in the consumption of alcohol/smoking while on duty
- 16. Facility: NITT is not liable at any stage to provide accommodation, transport, food, medical and any other requirement of their personnel deployed at the Institute. The Agency is fully responsible for such needs for the manpower/personnel employed.
- 17.NITT reserves the right to amend or withdraw any of the terms and

- conditions contained in the Tender Document or to reject any or all tenders without giving notice or assigning any reason The Director, NITT, is the final authority for settling any disputes and the decision of the Director in this regard shall be final and binding on all.
- 18. The manpower / human resources deployed by the successful bidder shall be required to (i)work in 3 shifts of 8 hours duration on all seven days a week with staggered weekly off (for powerhouse operations).
- 19. The human resources deployed shall be required to report for work at specified shift hours and remain in the designated post till the end of the shift. In case any post is vacant on any shift/day, the wages for that shift/day shall be deducted.
- 20. The duty hours should not exceed eight hours at a stretch. Continuous shifts by the same person are not allowed and no post should remain unmanned. Odd duties/shifts may be required according to exigencies, which are to be provided by the successful bidder.
- 21. No accommodation will be provided on the campus for the successful bidder personnel and the successful bidder shall make its own arrangements.
- 22. The Manpower service Provider shall furnish to NITT the full particulars of the personnel deputed including details like name, fathers' name, age, photograph, permanent address, Mobile No and they will also ensure the verification of the antecedents of such personnel the requisite academic / technical qualifications and experience for rendering the services of NITT. Any violation of discipline or irregularity in attendance or indulgence in misconduct on the part of personnel deployed shall be immediately withdrawn as per the instructions of the Director, NITT.
- 23. The bidder shall ensure good behavior, conduct, application and discharge of duty of personnel engaged by him.
- 24. The human resources of the bidder shall perform their duties effectively and diligently in accordance with the general procedure laid down by the Institute from time to time to uphold the dignity of the Institute.
- 25. The bidder shall give a notice of 3 months (90 days) before withdrawing their services from the Institute during the contract period.
- 26. The bidder shall ensure that the human resources deployed at the Institute are solely deployed only at the Institute and shall not be shared across organizations.
- 27. Selection: Supply of manpower is subjected to skill test by NITT procedures has to be followed. Additional manpower has to be duped by the contractor in the absence of the selected candidate. The additional

- manpower should also qualify for the respective category's skill test.
- 28. The bidder shall not be involved in any bribery or other unethical activities with anyone employed at the Institute. The involvement in any such activity shall entail a penalty of Rs. 10,000/- for each such incident.
- 29. If the bidder fails to provide services to the satisfaction of the Institute on any of the above counts, the same will be communicated to the successful bidder in writing. If three such notices are issued to the successful bidder, the contract will be terminated, and the successful bidder shall forfeit the Performance Security. Arrangements made with the Manpower Service Provider for engaging personnel would not entitle any of those personnel to regular or contract appointments at NITT for any post at any point in time.
- 30. Workman compensation policy: The Contractor shall obtain at his expense an Insurance Policy (Medical Insurance of Rs. 2 lakhs minimum) for the contract manpower not covered under ESI/or any other labour policy
- 31. The uniform and ID card need to be provided to the manpower at the contractor's cost. The uniform & ID card is a must during working hours within our NITT
- 32. Safety and Disciplinary Actions: The contractor shall ensure that his employee does not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmets, and masks where the use of such equipment is required in day-to-day operations. The contractor will provide All such safety gadgets, failing which the contract operating division will provide safety equipment to the contractor's employee at the cost of the contractor to be recovered from his bills. The contractor shall fully indemnify NIT against any claim for damages for injury to a person or property resulting from such accidents. The contractor is to ensure that the employee deployed on the premises is physically and mentally fit and does not have any criminal record. The contractor will be responsible for the good conduct of his employees. In case of misconduct, the contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of the contracting officer. Qualified persons shall be employed and supervised by a competency certificate holder. The contractor has to provide a uniform that is distinct from that of NIT employees. The Uniform should have the logo of the contractor's firm/company. The uniform shall be kept neat, tidy, and wearable. Wherever necessary, the Cap shall be an integral part of the uniform. The contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor. The contractor shall fully comply with provisions of various applicable labour laws.
- 33."Zero tolerance on sexual harassment" that if any of the manpower is

found guilty in that way, immediate termination from work is assigned, and appropriate action will be taken on the individual as per the rules and also the contractor is liable for review and termination if found necessary.

#### **SECTION 5: LEGAL TERMS AND CONDITIONS**

- 1. There is no employer-employee relationship between NITT and the workmen/ human resources deployed by the successful bidder under this contract. The personnel engaged for the services of NITT through the service provider (i.e., successful bidder) shall be employees of the Service Provider (outsourced contractor) and will take remuneration/wages from the Service provider (outsourced contractor).
- 2. For all intents and purposes, the bidder shall be the "Employer" within the meaning of various Labour Legislations in respect of manpower/personnel so employed and deployed at NITT, under this contract. Workmen deployed by the Manpower Service Provider cannot claim a master and servant relationship with NITT. Also, the service providers' staff shall not claim any benefit/compensation/absorption/regularization of service with NIT, Trichy. The bidder shall alone be solely responsible for the redress of grievances/resolving of disputes relating to the individual deployed.
- 3. NITT shall in no way be responsible for any damages, losses, financial or other injury claims to any person/ workmen deployed by the successful bidder in the course of their performing the functions/duties or for payment towards any compensation.
- 4. The manpower/personnel deployed by the contractor shall not have any claims of Master and Servant relationship with NITT nor have any principal and agent relationship with or against the NITT.
- 5. The workers of the bidder shall not be treated or considered as employees of the Institute under any circumstances. personnel
- 6. The manpower/workers deployed by the contractor for the contract shall not be entitled to claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of NITT during the currency or after the expiry of the contract. In case of termination of the contract, the persons deployed by the contractor shall not be entitled to any or will have any claim for absorption or relaxation for absorption in the regular / otherwise in any capacity at NITT.
- 7. The bidder shall alone be liable to pay compensation for any damage/death /injury sustained by the personnel/ workmen/labourers or any other members of the bidder as sustained by them in the course of their work/duty at the Institute and outside the Institute during the contract period. Liability/responsibility in case of an accident causing injury/death to

- mess worker/s or any of his staff shall be of the Caterer. The NITT shall not be responsible by any means in such cases.
- 8. In the event of theft, pilferage, Misconduct losses or damage to the Institute's property, after necessary investigations, if it is proved that the Successful bidder/their personnel are responsible, the bidder shall be responsible for all the losses /damage.
- 9. The bidder will be required to pay minimum wages as prescribed under the Minimum Wages Act of the Central Government. The bidder will maintain proper records as required under the Law / Acts.
- 10. The bidder will be responsible for compliance with all statutory provisions relating to Provident Fund and Employees State Insurance or obligations under any other labour laws in respect of the workmen/ personnel deployed by them at NITT.
- 11. The bidder shall maintain all statutory registers applicable under the Law. The bidder shall produce the records on demand to the concerned authority of NITT or any other authority under the Law.
- 12. The Tax Deduction at Source (T.D.S.) shall be deducted as per the Institute's provisions of the Tax Department, and a certificate to this effect shall be provided to the bidder by NITT.
- 13.In case the bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof, NITT is put to any loss/obligation, monetary or otherwise, NITT will be entitled to recover such damage/loss out of the outstanding bills or from the Performance Security Deposit of the bidder.
- 14. The bidder will indemnify NITT from all legal, financial, statutory, taxation, and any other liabilities.
- 15.On all matters pertaining to this tender, the decision of the Director of the Institute shall be final and binding. The Successful bidder/ contractor is required to execute an agreement on a prescribed format immediately on the award of the contract (Annexure –V)

## **ANNEXURE - I**

## FORMAT FOR SUBMITTING TECHNICAL BID (MUST BE FILLED AND SUBMITTED)

Sl. No.	Description	Information/ Compliance
1.	Do you unconditionally agree with all Terms and Conditions stipulated in the Tender Document?	
	(Yes/No)	
2.	Details of EMD remittance	Amount: Rs.: DD Number: Date: Name of Bank: Payable at:
3.	Full address of Regd. Office	
4.	Telephone No. Fax No. Email Address  Year of Establishment / Incorporation / Commencement of	
4.	Concern	
5.	Registration/ Incorporation Particulars (Please attach attested copies of documents of registration/ incorporation of your firm/ Company as required under business law)	
6.	Legal status / Constitution of the Bidder (a) Sole Proprietor (b) Partnership (c) Private Limited Company d) Public Limited Company (e) others	
7.	Please attach self-attested documentary proof  Details of License obtained from the Licensing	License No:
	Authority (Attach Self-attested Xerox Copy)  EA ESA	Valid till :
8.	A profile containing the name, educational qualifications, occupation and postal address of the Proprietor / Partners/ Directors/ Managing Director/ Chairman and Managing Director ( please use a separate sheet if found necessary)	
9.	Name, designation and Phone number of persons authorized to sign the documents on behalf of the Proprietary Concern/ Partnership Firm/ Private or Public Limited company (Please attach Power of Attorney/authorization for signing the document. In the case of Proprietary concern, the bidder may submit an attested copy of the PAN card / Election Commission Card / Passport of the Proprietor and authorized signatory in case the proprietor is not signing the tender document)	

10.	Name and Designation of the Contact Person/ Representative/ Manager of the Successful bidder/ firm/ company with mobile number & email ID		
12	Annual Turnover from Manpower/personnel Services during the last three years. (Copy of the Annual Accounts duly certified by the Chartered Accountant to be enclosed)	Year	Annual Turnover of the bidder (Rupees in Lakhs)
		2021-2022	
		2022-2023	
		2023-2024	
13.	Average Annual Turnover in last three years from Manpower / personnel service.	Rs	in lakhs
14.	Are your firm/ company carrying out any other trade/ business in addition to Manpower / personnel hiring services? Furnish particulars of other trade/ business carried out.		
15.	Total experience (years/ months) in this field.		
16.	Have your concern/ firm/ company ever changed its name any time? If yes, provide the previous name and the reasons there for?		
17.	Were the company /firm ever required to suspend Manpower / Personnel hiring services for a period of more than six months continuously after you commenced the Manpower Services? If yes, state the reasons.		
18.	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.		
19.	Income Tax Permanent Account Number (Self attested Copy of PAN Card to be enclosed)		
20.	Income Tax Assessment Completion Certificates/ Assessment Orders for the financial years 2021-22, 2022-23 and 2023-24 (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reasons for non-completion of the assessment for the required years may be indicated)		

Have you registered under the Employees State Insurance Corporation Act (ESI) Act? If so, enclose a copy of the registration certificate. Also, provide a copy of the latest remittance made by your successful bidder/ firm/ company	
Have you registered Under Employees Provident Fund (EPF) and Miscellaneous Provisions Act? If so, enclose copy of the registration certificate. Also provide a copy of the latest remittance, if any, made by your firm towards EPF.	
Goods and Service Tax Registration Number (Self attested Proof to be attached).	
Name and address of your banker	
Brief details of Litigations, if any, connected with Manpower Hiring Services work, Current or during the last three years, the opposite party and the disputed amount.	
Specify whether there are any issues / disputes against your successful bidder/ firm/ company before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities, etc.,	
Give details of Termination of previous contract, <b>if any</b>	
Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved	
Any other information or document that may help NITT assess your capabilities may be enclosed. The bidder may add any further information that he considers relevant for the evaluation of their bid.	
Details of quality certifications, if any, obtained viz	
Details of Awards, if any, received or Reviews in the Media, if any	
	Corporation Act (ESI) Act? If so, enclose a copy of the registration certificate. Also, provide a copy of the latest remittance made by your successful bidder/ firm/ company  Have you registered Under Employees Provident Fund (EPF) and Miscellaneous Provisions Act? If so, enclose copy of the registration certificate. Also provide a copy of the latest remittance, if any, made by your firm towards EPF.  Goods and Service Tax Registration Number (Self attested Proof to be attached).  Name and address of your banker  Brief details of Litigations, if any, connected with Manpower Hiring Services work, Current or during the last three years, the opposite party and the disputed amount.  Specify whether there are any issues / disputes against your successful bidder/ firm/ company before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities, etc.,  Give details of Termination of previous contract, if any  Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved  Any other information or document that may help NITT assess your capabilities may be enclosed. The bidder may add any further information that he considers relevant for the evaluation of their bid.  Details of quality certifications, if any, obtained viz

32.		of <b>ONGOING CON</b> ct/ Agreement copies (		_			sed: (a) Work Orders and
	Seria	Name and address	Nature or	Work	Number	of	Period of contract

	1 No.	of the client Institution with name, address, mobile number and Email ID of the Officer to whom reference may be made.	type of Manpower hiring Services (viz., Hiring Services to educational institutions, Factory, etc.,)	order Value (Rs. )	workmen / personnel deployed	From	То
33.	Agreen	of COMPLETED CO ment copy should be er or each job/ work					
	Serial No.	Name and address of the client	Nature or type of	Work order	Number of workmen and	Period of o	contract
	No.	of the client organization with name, address, mobile number and Email ID of the Officer to whom reference may be made.	J 1	Value (Rs. )	personnel deployed	From	То
	<b> </b>		-	<del>                                     </del>		1	

#### **DECLARATION BY THE BIDDER**

- ✓ I/ we hereby certify that the information furnished in this tender document is complete and correct to the best of my knowledge. I/ we understand that furnishing of false information could result in disqualifying for the award of the contract.
- ✓ I/ We have submitted the requisite solvency certificate and authorize the NITT to approach the Bank issuing the solvency certificate to confirm the correctness thereof.
- ✓ I/ We also authorize the NITT or its authorized representative to approach individuals, employers, firms and corporations to visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.
- ✓ I/ We do hereby offer to perform and execute the Manpower Hiring Services contract in conformity with the terms and conditions of the contract.
- $\checkmark$  I / We agree that the acceptance of any tender shall be at the sole and absolute

Place:
Signature of the bidder with Name and seal

Name
Designation

Seal

discretion of the NIT, Trichirappalli and they do not bind themselves to accept the

lowest tender or any tender and may reject any or all tenders received.

#### ANNEXURE – II

**Name of Work:** Tender for Hiring of Manpower / Human resources for Operation of 11/0.433 kV Substations with D.G. Sets,11 kV Ring Main Units and Maintenance of Solar Power plants, attending fuse of calls and other panels connected to the system (on outsourcing basis) for a period of one year.

	Estimation for Hiring of Manpower				
S. No.	Description	Minimum Wages effect from 01.04.2024			
5. 110.	Description	Skilled - 10 Nos	Highly Skilled - 7 Nos		
	MONTHLY WAGE	579 + 283(VDA)	637 + 311(VDA)		
1	Basic wages for B grade city (Trichy) x 26 days**	15,054.00	16,562.00		
2	Variable DA x 26 days**	7,358.00	8,086.00		
3	Total wage per month	22,412.00	24,648.00		
4	ESI @3.25% for below 21000	-	-		
5	EPF @13%< = RS.15000	1950.00	1950.00		
6	Total/ Month	24,362.00	26,598.00		
7	Total for 07 HIGHLY SKILLED +10 SKILLED	243620	186186		
	Total cost per year	29,23,440	22,34,232		
	Total for labor component	515	7672		

- 1. The minimum Wage given in the row is as of 1st April 2024. Variations in minimum wages due to VDA as and when notified by the government will be reimbursed by the NITT. Similarly, other statutory increases will also be considered.
- 2. As per statutory norms, the MAXIMUM EPPF per personnel is 13%<= Rs.15,000.
- 3. As per statutory norms, Bonus payment will be calculated at Rs. 7000 or higher, whichever is the maximum.
- 4. The total amount may vary based on changes in Minimum Wages & VDA from time to time by the Ministry of Labour & Employment, GoI.
- 5. Calculation is tentative in nature; the billing will be calculated according to the actual number of working days (25 or 26 or 27 days) in the relevant months.
- 6. The category of the workmen will be decided in the committee meeting, which will be conducted after the approval.
- 7. The procuring entities can also fix the service charge above 3.85% with proper justification on file, wherever required.
- 8. The workmen employed by the Contractor and who have not been covered under ESI against the Workmen Compensation policy and other statutory laws where compensation is payable by the Contractor.

# ANNEXURE – III DECLARATION REGARDING NEAR RELATIVES

I	Son/Daughter of	
	a resident of	

Hereby certify that none of my near relative(s) as defined below is/are employed in NIT and its subsidiaries. If it is found that the information given by me is false/incorrect, NIT shall have the absolute right to take any action as deemed fit without any prior information to me.

Definition: The near relatives of all employees working in National Institute of Technology, Trichy either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family,
- (b) They are husband and wife,
- (c) The one is related to the other in the manner as the father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

Signature with Name and Address

## ANNEXURE – IV BANK GUARANTEE FOR SECURITY DEPOSIT

- 1. THIS DEED OF GUARANTEE was made on the first day of Dec 2024 by the name of the bank in favor of M/s.National Institute of Technology, Tamilnadu, Tiruchirappalli 620 015, having its registered office at National Institute of Technology, Trichy 620015.

- 4. AND WHEREAS the Name of the Contractor approached the Name of the Bank and at their request and in consideration of the arrangement arrived at between the said Contractor Name of the Contractor and the said Bank.
- 5. We Name of the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of Ins or damage caused to or would be caused to or suffered by the Company by reason of a breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) 'failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `........../-
- 6. We Name of the Bank, further assure that the Contractor/ Supplier shall be responsible for the safe custody and protection of the raw materials that have been supplied/and are to be supplied by NIT under the contract(s) already placed but pending as on date and to be placed up to 30.11.2025 against all risks till they are delivered back as finished products to NIT as per the terms and conditions of the Contract or as they may direct and until such time, the

Contractor/ Supplier shall hold the raw materials in trust for NIT and shall not alienate the same in any manner whatsoever by way of sale or mortgage or charge or hypothecation etc. in favour of anyone else including the bank herein or any other banks /financial institutions etc.

The raw materials shall always remain the property of NIT and the Bank shall indemnity NIT against the loss, damage or deterioration whatsoever in respect of the said raw materials while in the possession of the Contractor/Supplier. The raw materials of NIT shall always be open for inspection by any Officer authorized by NIT. The liability under this Guarantee is a continuing one covering all contracts already placed but pending as on date and to be placed up to 30.11.2025 and should any loss or damage occur on account of the breach of the terms and conditions of the said contract(s) by the Contractor/ Supplier or should any surplus raw materials become due to the Company under the Contract(s) and remains undelivered by the Company, the Bank shall indemnify the Company for the loss /damage for the value of raw materials for ....../- (Rupees ............ only) and this is without prejudice to any other remedies which may be other vise available to the Company by deduction from any sum due or any sum which at any time hereinafter become due from the Contractor/ Supplier under this or any other Contract(s).

- 7. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
- 8. We Name of the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken force of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till 31.01.2026 Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
- 9. (i) Unless a demand or claim under this guarantee is made on us in writing on or before 31.01.2026, we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.
  - (ii) For the purpose of this clause, any letter making the demand on the Bank by M/s. NIT dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above-mentioned address of the

Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.

- 10. We Name of the Bank, further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would but for this provision have effect of not so relieving us.
- 11. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
- 12. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealized.
- 13. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.
- 14. The guarantor hereby declares that it has the power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.
- 15. We Name of Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing. In witness whereof we Name of Bank have hereunto set out Bank Seal the 1<sup>st</sup> Day Dec 2024.

Dated:

(Name of the Bank)

Note: This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.

#### ANNEXURE - V

#### **AGREEMENT**

This Agreement is made Between The Registrar, National Institute of Technology, Tiruchirappalli-15 (hereinafter referred to as NITT) and the Name of the Contractor. (Hereinafter called the Service provider)

In Oct 2024, NITT floated a Tender for hiring Manpower / Human resources for the Operation of 11/0.433 kV Substations with D.G. Sets,11 kV Ring Main Units and Maintenance of Solar Power plants, Attending fuse of calls and other panels connected to the system (on outsourcing basis)".

In response to this, the SERVICE PROVIDER submitted their bids and won the contract on an L-1 basis. Work Order for the commencement of the work was issued by NITT on 1<sup>st</sup> Dec 2024.

Now the following deed of agreement is made between NITT and the Service Provider with the following terms and conditions, which had already been stipulated in the tender document.

- 1. The terms and conditions of this contract are governed by the stipulations in the Tender Document and agreed to by the bidder in his technical and price bid.
- 2. That in pursuance of this agreement and in consideration of the payment as stipulated in this tender, the Service Provider shall provide 07 numbers of highly skilled manpower and 10 numbers skilled manpower under the terms and conditions as laid down in the tender document and the same shall remain binding upon the Service Provider. Any change in requirement will be intimated at least 72 hrs. in advance over phone/email.
- 3. The Service provider shall provide 07 highly skilled manpower and 10 skilled manpower as specified in the tender document, along with their name, address, and minimum qualification.
- 4. The Institution shall pay the Service provider on a monthly basis by A/C payee Cheque at the rate of Rs.637 per day for each Highly Skilled Staff and Rs.579 per day for each Skilled Staff. The VDA and wages may vary based on orders received from the office of the Chief Labour Commissioner (C) Act, New Delhi. The duty hours of the Manpower supplied shall be normally 08 hrs in a

- day. The rate includes all charges payable to the Service Provider as per accepted rates offered by him/them. The Institution Authority shall arrange to pay the proper bills raised by the Service Provider within 30 working days from the date of (hereinafter called the Service provider) submission of the bill by the Service Provider and subsequently accepted by the Institute Authority. Previous months EPF, ESI subscription deposit challan (along with details of each men's deposit and details) to be deposited with the bill of succeeding month.
- 5. The duration of the contract shall be one year from **01.12.2024 to 30.11.2025**, and the contract will automatically be terminated on **30.11.2025**. However, the Institution Authority reserves the right to extend the period of the contract at its discretion on satisfactory services rendered by the Service Provider, and the Service Provider cannot claim any extension period as a matter of right. The extension (if any) will be in the same terms and conditions except for the reason of any change effected by GOI orders.
- 6. Service Provider (manpower supplier firm) should be registered /licensed Service Provider (manpower supply firm), with the Labour Department of any State Govt. /Central Govt. for the supply of highly skilled and Semi-Skilled labor.
- 7. The Payment(s) to be made to the Service provider are subject to deduction of taxes leviable by any Government as per rules from time to time and will be made after the completion of every month.
- 8. The Service Provider (manpower supplier firm) will be responsible for making the payment directly to the supplied manpower by 5<sup>th</sup> of each succeeding month.
- 9. The Service Provider (manpower supplier firm) shall make the payment to the supplied manpower by depositing payment in their bank accounts.
- 10. The contracting agency shall ensure that the manpower deployed in NIT, Trichy, conforms to the age, educational & technical qualification, and skill/experience as prescribed by the National Institute of Technology, Trichy. The institute shall have the right to conduct a written/viva/practical test for all the men supplied by the manpower Service Provider to assess the competence of the supplied manpower.

- 11. The Service Provider (manpower supplier firm) should make suitable arrangements for the supervision of the manpower supplied and other related works. It is the responsibility of the Service Provider that the antecedents of the men they deployed are verified by the local police.
- 12. The Service Provider (manpower supplier firm) shall be responsible for all injuries and accidents to persons employed by him. The workers shall be insured against personal accidents arising out of and during the course of their duties.
- 13.In the event of injury, illness or accident to any worker, NITT will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen's Compensation Act.
- 14. The Service Provider (manpower supplier firm) shall have to engage the required number of manpower, and in case the required number is not available on any day without a proper and acceptable reason, NITT can impose a penalty on the Service Provider (manpower supplier firm) as it thinks fit (No wage/remuneration will be paid to the per manpower for the day of absence from duty.) The Contractor shall ensure the stipulated number of workers as required for the execution of work and is demanded by the company at any point in time. In case of any absenteeism, the Contractor shall provide a suitable replacement immediately to ensure that the works entrusted are carried out satisfactorily. In case the Contractor engages less than the stipulated workforce ON ANY DAY, and the works entrusted are not carried out, the Engineer-in-charge reserves the right to levy a penalty of minimum double the rate of minimum wages per day per manpower for each deficiency of absenteeism per person till the minimum workforce as stipulated is restored. In this regard, the Engineer-in-charge's decision is final and binding on the Contractor.
- 15. The Service Provider (manpower supplier firm) shall in no case pay its employees less than the minimum mandatory rates per day in accordance with the Minimum wages fixed by Central Government and a record of that should kept in a register, which may be made available for examination to NIT Trichy as and when demanded.
- 16. The Service Provider (manpower supplier firm) shall not appoint any sub-company/agency to carry out obligations under the contract.

- 17. The Service Provider (manpower supplier firm) shall maintain a daily attendance register including the number and names of the workers engaged in the office for works as per the Scope of the contract. Also, it maintains a complaint book, which should be made available as and when required.
- 18. The deputed staff shall ensure the presence of duty in time by registering their finger print in the smart attendance system installed at the Main Power House.
- 19. The Service Provider (manpower supplier firm) shall maintain all necessary registers and display notices as per mandatory requirements under the law of land.
- 20. The Service Provider shall abide all the law of land including Labour Laws (PF, Income Tax, GST or any other extra tax levied by the Government), companies Act, Tax decoction liabilities, welfare measures of its employees and all other obligations that is being instructed in such cases and are not essentially enumerated and defined herein, though any such burden/duty shall be the exclusive responsibility of the Service provider and it shall not involve NITT in any way whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.
- 21. The Service Provider (manpower supplier firm) shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to NITT to the concerned tax collection authorities from time to time as per extant rules and regulation on the matter.
- 22. The claims in bills regarding Employees State Insurance, Provident Fund and GST (if applicable) etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/Whole of the bill amount shall be held up till such proof is furnished, at the discretion of NITT.
- 23. The Contract shall commence from the date of receipt of acceptance of the work which shall be accepted by the Service Provider (manpower supplier firm) within not more than 10 days from the receipt of order or 15 days from the date of said order, whichever is earlier and shall continue till one year unless it is curtailed or terminated by NITT.

- 24. If the Service Provider wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least 3 months, failing which the amount of security deposit, including any other dues, will be recovered from him for making alternate arrangements till the new contract is assigned to the other party.
- 25. If the Service Provider repeatedly violates the terms and conditions of the contractor or fails to supply required number of highly skilled, skilled, semi-skilled & unskilled manpower despite NITT having service him proper notices, the contract shall be liable to be terminated and security money so deposited shall be forfeited.
- 26. If case any damage or loss caused to NITT property by the manpower supplied is found, the same shall be charged from the Service Provider(manpower supplier firm). It must be ensured by the Service Provider (manpower supplier firm) by submitting an affidavit on non-judicial stamp paper of Rs.100.00 stating therein that he will bear the loss of his own.
- 27. The loss caused to NIT Trichy on account of negligence/dereliction of duties by the employees of the Service Provider (manpower supplier firm), shall be established after a joint inquiry comprising the representatives of NITT and Service Provider(manpower supplier firm), and NIT Trichy shall be within its right to make it good from the Service Provider (manpower supplier firm).
- 28. The Service Provider (manpower supplier firm) shall replace immediately any of its personnel who are found unacceptable to NITT because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from NITT. No association or trade union activities will be allowed by the manpower supplied by the agency.
- 29. The manpower Service Provider shall immediately provide a substitute in the event of any person leaving the job due to his /her personal reasons. The delay in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage of the Engineer-in-charge reserves the right to levy a penalty of Rs.200/- per day per workman in addition to deduction of the amount as per minimum daily wages per day of absenteeism per person till the minimum workforce as stipulated is restored. In this regard, the Engineer-in-charge's decision is final and binding on the Contractor.

## **30.** Normal Working Hours (All days)

Normal Shift working hours: 24X7

- 30.1.1.1. **First Shift:** 06:00 AM to 14:00 Hrs.
- 30.1.1.2. **Second Shift**: 14:00 to 22:00 Hrs.
- 30.1.1.3. **Third Shift**: 22.00 to 06:00 Hrs.
- 30.1.1.4. **General Shift:** 09.00 to 17:30 Hrs. on all working days except Sunday.

The contractor should ensure that the same manpower is not deployed continuously during the next-to-next shifts or subsequent shifts.

- 31. However, the timing may be changed at the discretion of NITT from time to time. In case of urgency/emergency, the worker can be deployed beyond normal duty hours, which shall be compensated either in monetary or leave form; also, for job works and housekeeping, the suitable timing will be according to need. Shift duly personnel will be deployed as per the shift timings, and for others, it will be as per timings of concerned departments/sections/central facilities Centre.
- 32. NITT will not be responsible for any dispute of manpower supplied, and the manpower provided shall not be the employees of NITT.
- 33. For all intents the Service Provider (manpower supplier firm) shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed in NITT. The persons deployed in NITT shall not have any claims of master and Servant relationship nor have any principal and agent relationship with or against the competent authority of the Institute.
- 34.In case of termination of this contract on its expiry or otherwise, the persons employed by the Service Provider (manpower supplier firm) shall not be entitled to and will have no claim for any absorption not for any relaxation for absorption in the regular/otherwise capacity in NITT
- 35. The required strength of manpower under various categories is indicative only. However, the deployment shall be as per actual requirement to be decided in consultation with the Service Provider (manpower supplier firm) and any increase/decrease in the actual deployed strength shall increase/reduce the payment to be made proportionately.

- 36. The highly skilled and semi-skilled manpower presently working in NITT on Daily Wage basis may be engaged by the Service Provider (manpower supplier firm) as per his own terms and conditions. NITT will in no way be responsible for the same.
- 37. In case of disputes for non-payment of wages to the supplied manpower or any other disputes, the payment due to the Service Provider (manpower supplier firm) can be withheld till the settlement of the disputes by NITT or on the orders of the Court of law.
- 38. Notwithstanding the above, NITT reserves the right to accept or reject any tender or reject all tenders at any time prior to the award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever to the affected quoter(s).
- 39. The Director of the Institution reserves the right to terminate this contract at any time by giving written notice without showing any reason whatsoever and it will be binding on the part of the Service provider to accept the same.
- 40. That the Service Provider shall deposit security money or Bank guarantee at the rate of 3% of the total contract value of One year with the Institute authorities before executing this agreement and said security money shall be refunded free of interest after three months from the date of termination of this agreement/extension whichever is later. The Institution authority shall have the right to deduct dues if any payable to the Institution from the Security deposit or from his monthly bill/bills.
- 41.Income Tax will be deducted from the total amount (excluding Goods & service tax) billing amount as per the prevailing rule.
- 42. That if any labour problem arises, that shall be settled by the Service provider within one hour, failing which amounts minimum equal to double the daily rate shall be deducted from the Service provider's Security deposit/Monthly bill.
- 43. That the Service provider shall provide authenticated copies of Tax clearance i.e. latest clearance of IT, GST, PF etc. if applicable before signing this agreement.

- 44. The Service provider shall be solely responsible for any claim/compensation whatsoever, by any of its employees under his roll, or any violation relating to the minimum wages by the labour department, leave, HRA, workmen's compensation, PF, Gratuity, ESI or any statutory or contractual payment or any violation of the provision of any law or contract during the period of contract or detected at any other subsequent date/dates.
- 45. That in case the Service Provider fails to make any statutory or contractual payment, then the Institution authorities shall have the right to realize this amount from Service Provider's bill/bills.
- 46. That the Service Provider shall have a local office within the Trichy area however The Institution may provide space on payment of mutually agreed rent in the Institute campus for the office cum Restroom of the Service Provider Men. However, electricity and water charges if provided will be charged to the Service provider from the Monthly bill of the Service provider at the prevailing rates of the Institution. They shall have to give the vacant possession of the aforesaid space on completion of the contract otherwise PGD will not be released/Institute recourse to any other action as deemed fit.
- 47. The Institution shall have the right to submit requisition of any number of men in addition to the tendered Nos. to maintain the Institution Properties, the Institution campus, and Hostels as and when required by the Institution. The Service Provider shall be bound to provide services of such men as per the specification laid down earlier/in the tender document and at the same rate, terms, and conditions under the special supervision of the Service Provider's Supervisor.
- 48. The Institution shall have the right to make surprise checks on the competence of men under the Service Provider at any time and the Service Provider shall be duty-bound to deposit at the rate as per the penalty clause of the tender document before the authority concerned of the Institution if any men are found incompetent for the job.
- 49. The Institution Authority shall have the right to alter, modify, delete & add to the above terms and conditions at any time during the period of the contract.

- 50. Validity of tender 90(Ninety) days from the date of opening of tender. EMD shall be stand forfeited if the bidder backs out within the validity period of Ninety days.
- 51. That the Service provider, along with his men, must vacate the NIT Trichy premises on termination of the contract, failing which the Security deposit shall be forfeited.
- 52. The uniform and ID card need to be provided to the manpower at the contractor's cost. The uniform & ID card is a must for the manpower during working hours within our NITT
- 53. The Contractor shall obtain at his expense an Insurance Policy (Medical Insurance of Rs. 2 lakhs minimum) for the contract manpower not covered under ESI/or any other labour policy.
- 54. In case of any theft or loss of Institution properties due to the negligence of the manpower supplied, the Service Provider shall be liable to pay the cost of the material to the Institution, as assessed by the institution. Alternatively, the cost of the lost article/missing article shall be deducted from the Service Provider pending bill(S) or Security deposit.
- 55. Any dispute arising out of this agreement will be settled under the Jurisdiction of the Hon'ble Trichy Court only.

IN WITNESS WHEREOF BOTH THE PARTIES set their respective hands in the presence of the witnesses on the date, month and year as given above.

Registrar Witness of the Institute Authority
National Institute of Technology

Tiruchirappalli-620015.

Signature of the Service Provider Witness of the Service provider

## **Price Bid**

Tender Inviting Authority: The Director, NIT Trichy-15

Name of Work: Hiring of Manpower / Human resources for Operation of 11/0.433 kV Substations with D.G. Sets, 11 kV Ring Main Units and Maintenance of Solar Power plants, attending fuse of calls and other panels connected to the system (on outsourcing basis) for a period of one year.

Contract No: NITT/EMD/ EMC/Tender/Enq.No:014/24-25

Name of the Bidder/ Bidding Firm / Company:

#### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) Quoted Amount without GST (The minimum service charges in the procurement of manpower outsourcing service may be fixed as 3.85%)

manpower outsourcing service may be fixed as 3.85%)							
SI. No.	Item Description	Qty	Units	Estimated Rate in Rs. P	TOTAL ESTIMATED AMOUNT Without Taxes in Rs. P	TOTAL ESTIMATED AMOUNT In Words	
1	Hiring of manpower for Highly Skilled labours - 7Nos and Skilled Labours - 10Nos as per the Annexure - II Minimum wages for 17Nos of labour (Page No 30) HIGHLY SKILLED & SKILLED LABOUR TOWARDS PROVISION OF UNIFORM, UPKEEP OF UNIFORM, WAGES TOWARDS NATIONAL HOLIDAYS, ANY OTHER CHARGES AND PROFIT MARGIN (To be Quoted in % PER YEAR)	1	Year	51,57,672	51,57,672	INR Fifty-One Thousand Five Hundred Sixty-Seven only	
Total in Figures					51,57,672.00	INR Fifty-One Thousand Five Hundred Sixty-Seven Only	
Quote	Quoted Rate in Figures* Select				0.00	INR Zero Only	
Qu	Quoted Rate in Words						

<sup>\*\*</sup>NOTE: The estimated amount may vary based on changes in Minimum Wages & VDA from time to time by the Ministry of Labour & Employment, GoI.

<sup>\*</sup>Note: The minimum service charges in the procurement of manpower outsourcing service may be fixed as 3.85%

## (Annexure – I)

#### PROCESS COMPLIANCE/ACCEPTANCE OF TENDER CONDITIONS FORM

# The Form has to be submitted to the Letter Head of the Firm/Company/Enterprise alongwith the appropriate Sign & Seal

The Director,
National Institute of Technology, Trichy – 15

Sub : Acceptance to the Process related & Terms and Conditions

for the-Limited tendering

Ref. : The Terms & Conditions for e-Tendering mentioned in Tender.No.

:

Sir,

We hereby confirm the following.

The undersigned is an authorized representative of the company. We have carefully gone through the NIT Tiruchirappalli, Tender Documents and the Rules governing the Limited Tender along with this document. We have examined and have no reservations to the Bidding Documents, including the addendum (if any). We offer to supply in conformity with the Bidding Documents and inaccordance with the condition of contract specified in this tender document. We will honour the Bidsubmitted by us during the Limited Tender. We give an undertaking that if any mistake occurs while submitting the bid from our side, we will honour the same.

Bid Securing Declaration: - We accept that if we withdraw or modify Bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in this bids document, we will be suspended / blacklisted / banned for contracts with National Institute of Technology, Tiruchirappalli

We are aware that if NIT Tiruchirappalli has to carry out e-tender again due to our mistake, NIT Tiruchirappalli has the right to disqualify us for this tender when refloated. Our bid shall be valid for the period from the date fixed for the bid submission deadline & it shall remain binding upon us and accepted at any time before the expiration of bid validity period as per this tender.

If our bid is accepted, we commit to provide a performance security deposit at 3% of purchase value in Bank Guarantee /Fixed Deposits for due performance of the contract as per NIT Tiruchirappalli policy and warranty-guarantee as per tender specification or agrees as per contract. We understand that this bid, together with your written acceptance thereof included in your notification of award/placement of order, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. We accept that the competent authority in NIT Tiruchirappalli will have full right to reject any/all offer(s) without assigning any reason thereof and does not bind itself to accept the lowest orany other tender and full authority to postpone the tender issue date, submission /opening date or toalter any other condition of tender /cancellation of this tender, as per policy/committee recommendations of NIT Tiruchirappalli at any stage without assigning any reason thereof for which no claim from whomsoever will be entertained. I/We the undersigned have read the entire terms and conditions of this Tender document and we are fully agreeable to

the terms and conditions mentioned herein. The decision of competent authority of NIT Tiruchirappalli with respect to this Tender-Result will be fully agreeable and binding on us.

This letter can be treated as signed and acceptance copy of tender documents and the forms submitted as signed by competent authority of firm submitting this tender and there is no need to submit separate signed copy of tender document.

Competent Authority of the Firm/Company/Enterprises to sign:

Name Designation

**Contact Details** 

Date with stamp & seal of organization:

### Help Page to Web load the documents in E-Tender Portal for Cover Wise Uploading the Tender Documents AFTER LOGGING IN TO THE BIDDER'SLOGIN COVER WISE TO BE UPLOADED DOCUMENTS

Cover Details, No. Of Covers - 3								
Cover No	Cover	Document Type	Description	Remarks				
1	Fee	.pdf	EMD (Earnest Money Deposit)	Scan copy of Demand Drafs (original)				
2	Pre-Qual/ Technical	.pdf	Declaration by the firm that it has never been black-listed	Self-declaration by the firm duly signed & stamped				
		.pdf	Details are to be furnished by the Contractor.(Tender Document annexure- I)	Duly filled and signed and stamped Checklist for Bid / Tender Document available in the annexure- I				
		.pdf	Details of the electrical license issued by therespective license board	Self-attested copy of the electricallicense				
		.pdf	Details of similar works from the last 5 years work order/completion certificate	Self-attested copy of similar works from last 5 years' work order /completion certificate				
		.pdf	Other Important Documents. (Combined Copy)	Details to be furnished by the Contractor Form(Tender Document Annexure I) Relevant certificates for items are to be enclosed				
		.pdf	Bid Security Form (Annexure I)	The Form has to be submitted in the Letter Head of the Firm/Company/Enterprise along with appropriate Sign & Seal)				
		.pdf	Technical Bid	Tender Document & Tender Related Documents				
3	Finance / Price Bid	.xls	Price Bid (BoQ)	Duly filled in Price Bid Excel file				
	.pdf Scanned copy of item-wise brea		Scanned copy of item-wise breakup of price bid.	The item-wise breakup of price bid inPDF (duly signed)				

OID Bid (Other Important Documents to be uploaded)

	Other Important Documents								
S.No	Category	Sub Category	Format/ File	Remarks					
1		Permanent Account Number	.pdf	Scanned copy of the firm's original PAN CARD.					
2	Certificate Details	Registration Certificate	.pdf	Registration Certificate Details (Any firm registration Copy)					
3	Certificate Details	Bidders Address Format	.pdf	Bidder Complete Profile (To be provided by the bidder on their business letterhead)					
4	Certificate Details	Provident Fund Certificate	.pdf	Certificate copy of Employees' Provident Fund Organization					
5		Employees' State InsuranceCertificate	.pdf	Employees' State Insurance Certificate					
6		GST Registration Certificate	.pdf	GSTIN Registration certificate					
7		IT returns & Audit Balance sheet for the last three years	.pdf	Scanned Copy of last three years' IT returns & auditbalance sheet					