

**MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR**

**J.L.N. MARG, JAIPUR**



**Tender Document**

**For**

**Providing Unskilled, Semiskilled, Skilled, Highly Skilled manpower in the**

**Institute**

**At**

**Malaviya National Institute of Technology Jaipur**

1.	Tender No. & Date	<b>MNIT/ESTT/2019-20/01</b>
2.	Name of work	Providing Unskilled, Semiskilled, Skilled, Highly Skilled manpower in the Institute
3.	Earnest Money	₹5, 00,000.00 (in the form of Demand Draft in favour of “Registrar, MNIT Jaipur”.
4.	Cost of tender Documents	₹1000.00 (in the form of Demand Draft in favour of “Registrar, MNIT Jaipur”.
5.	Tender Processing Fee (Non-refundable)	Rs. 2360.00 (inclusive of all taxes & duties through e-payment) & pay at the time of online request.
6.	Pre-bid Meeting	18.11.2019 at 4:00 in the office of Dean (P&D), MNIT Jaipur
7.	Last Date & time for online submission of tender	02.12.2019 at 6:00 pm
8.	Last date and time for submission of hard copy of tender fee and the earnest money	03.12.2019 at 2:00 pm
9.	Opening of technical bid	03.12.2019 at 3:30 pm

## **TENDER DOCUMENTS FOR**

**Providing Unskilled, Semiskilled, Skilled, Highly Skilled manpower in the  
Institute**

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## SECTION-1

### (Notice Inviting Tender)

Malaviya National Institute of Technology Jaipur, is an Educational Institute of National Importance, invites online sealed tenders in two-bids (1. Technical & 2. Financial) format from well-established reputed Firms / Agencies having relevant experience for providing Unskilled, Semiskilled, Skilled, Highly Skilled manpowers.

The agency shall providing Unskilled, Semiskilled, Skilled, Highly Skilled manpower in the Institute for a period of initially one year, further extendable upto next two years based on satisfactory completion of contract on every year on contract basis / outsourcing basis.

- i. The complete set of tender documents is available at MNIT's website [www.mnit.ac.in](http://www.mnit.ac.in) and [www.tenderwizard.com/MNITJ](http://www.tenderwizard.com/MNITJ) and may be downloaded from there.
- ii. The tenderer shall be required to deposit earnest money (EMD) for an amount of **Rs. 5,00, 000/- (Rupees Five Lakhs only)** (refundable) and Tender Fee of **Rs.1, 000/- (non-refundable)** by way of Demand Draft drawn on any nationalized bank including SBI or Scheduled commercial bank in favour of “**Registrar, MNIT Jaipur**” and payable at Jaipur. The demand drafts for EMD and Tender Fee must be enclosed in the envelope containing the Technical Bid (Exemption of EMD & Tender fees shall be given to those firms which are exempted under MSME and NSIC).
- iii. To participate in the E-Tender, it is mandatory for the bidder to have user ID & password, which has to be obtained by submitting **an annual registration** charges of Rs. 2000/-+GST @ 18.00% to ITI, through e-payment.
- iv. For any difficulty in downloading & submission of tender document at website [www.tenderwizard.com/MNITJ](http://www.tenderwizard.com/MNITJ), please contact at tenderwizard.com helpdesk no. 011-49424365 or Sh. Abhay Tiwari, M/s ITI Ltd: 91-8799753406
- v. It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of MNIT Jaipur, (Tenderer can see the list of Licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)), in the name of the person who will submit the Online tender and is authorized to do so.Or if any support required on DSC, please contact back to us. (Help Desk No:-011-49424365)
- vi. Registration: The Bidder has to register (if not registered earlier) with our website [www.tenderwizard.com/MNITJ](http://www.tenderwizard.com/MNITJ) with a non-refundable registration fee of Rs.2000/-+GST @ 18.00% to ITI, through e-payment.

- vii. The registration fee is payable once on a yearly basis. For Registered vendors: Renewal is required. The procedure for the registration is as under:
- a. Go to the [url:-www.tenderwizard.com/MNITJ](http://www.tenderwizard.com/MNITJ)
  - b. In the home page, click on Vendor Registration
  - c. In the Vendor Registration form, vendor has to fill up the applicant details, upload minimum any of three self-attested documents (PAN Card, Registration, DVAT, Goods and Service Tax Registration, Work Order), digital signature information.
  - d. After submission of the form, the User-id and Password are generated in the form of Acknowledgement.
- viii. Vendors Training: Please contact to Sh. Abhay Tiwari, M/s ITI Ltd: M. No.91-8799753406
- ix. **Site Visit:** - The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the nature and intricacies of the works, and obtain all information from the Employer that may be necessary for preparing the bid and entering in to a contract for execution of the Works. The cost of visiting the site shall be at the Bidder's own expenses. Site visits should be completed before **pre-bid meeting**.
- x. **Pre -Bid Meeting:** - The bidder or his official representative is invited to attend a pre-bid meeting which will take place in the Office of the Dean (P&D) , MNIT Jaipur on 18.11.2019 at 16.00 hrs. Any modification of the bidding document, which may become necessary as a result of the Pre-Bid meeting, shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the Pre Bid Meeting. Non-attendance at the Pre Bid Meeting will not be a cause for disqualification. The prospective tenderer (s) are requested to attend the pre-bid meeting on scheduled date and time.
- xi. **Amendment of Bidding Document**  
Before the deadline for submission of the bids, the Institute may modify the bidding document by using addenda. Any addendum thus issued shall be the part of the Bid document and shall be uploaded MNIT's website [www.mnit.ac.in](http://www.mnit.ac.in) and [www.tenderwizard.com/MNITJ](http://www.tenderwizard.com/MNITJ) and may be downloaded from there. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Institute may extend, if necessary, the dead line for submission of bids.
- xii. **Technical Bid will be opened on 03.12.2019 at 15:30 hrs.** in the Office of the Registrar/Dean (P&D), MNIT Jaipur, in the presence of the Tenderer(s) or their authorized representative(s) who are present at the scheduled time.

- xiii.** Date and time of opening of financial bids will be decided after technical bids have been evaluated by the Institute. Financial bids of only those tenderer(s) will be opened who qualify the technical evaluation, on the specified date and time. The date, time & place of opening of the financial bids will be intimated in due course of time.
- xiv.** In the event of the due date of receipt and opening of the tender being declared as a holiday for the Institute, then due date of receipt / opening of the tender will be the next working day at the same time.
- xv.** The tenderer(s) are requested to read the tender document carefully and ensure compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.
- xvi.** The tender document duly signed and stamped on each pages shall be returned in original with the technical bid as a proof to confirm the acceptance of the entire terms & conditions of the tender.
- xvii.** Any amendment and / or addition made to the tender are not permissible after opening of the tender, incomplete tender(s), will be rejected.
- xviii.** The Institute reserves the right to reject any or all tender(s), wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever.
- xix.** The system of e-tendering shall be adopted, comprising of Technical Bid and the Financial Bid.  
Document Download:
- xx.** Technical Bid should, inter alia, contain all technical details of services and solutions to be provided along with such documentary proofs.
- xxi.** Financial Bid should, inter alia, indicate item-wise price and other commercial / financial terms against the items mentioned in the Technical Bid.
- xxii.** The registration/enlistment certificates, DD/Bankers' cheque of tender fee and the earnest money shall be kept in an envelope and marked as "EMD & Registration". This envelopes shall be submitted with name of work to Estate Office, MNIT Jaipur addressing "The Registrar, Malaviya National Institute of Technology, JLN marg, Jaipur(Raj.)-302017". Upto 2:00 pm on 03.12.2019.

## SECTION-2

### INSTRUCTIONS TO BIDDER

Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). The cover for Part – I should be super scribed as “Tender for **Providing Unskilled, Semiskilled, Skilled, Highly Skilled manpower in the Institute**, Part – I Technical Bid” and the cover for Part – II should be super-scribed as “Tender for **Providing Unskilled, Semiskilled, Skilled, Highly Skilled manpower in the Institute**, Part - II Financial Bid”.

#### 2.1 PART –I (Technical Bid):

Technical bid should contain the information regarding constitutional documents (Memorandum and Articles of Association or Registration of the Firm etc.), ESI & EPF Registration, Business Turnover, experience in the sector, valid Labour Contract Licenses under Contract Labour Act / Laws and other details of the firm / agency to enable judging the suitability of the Tenderer. Self-attested copies of all supporting document should be enclosed with technical bid in the prescribed format i.e. Section-6, which should inter alia contain the following.

##### 2.1.1 Eligibility Criteria:

The Agencies that fulfil the following requirements shall be eligible to apply.

- i. Only registered / licensed agency (Labour Contractor) with labour Department of any State Govt. / Central Govt. shall be eligible to apply. Self-attested registration copy must be enclosed with technical bid.
- ii. Tenderer should have experience of at-least 3 years from the date of registration for providing manpower to the Government Organization /Institutes. Satisfactory work completion certificate must be enclosed with technical bid.
- iii. The minimum annual turnover of the tenderer for the last three financial years i . e . ( FY 2018 - 19, 2017-18 and 2016-2017) shall **Rs. 2.0 Crores** or more. Further the bidder must have successfully executed a single work order worth **Rs. 1.0 crore** or more in one financial year during last three years. A certificate from the organization concerned should be attached to this effect. Audited financial statements duly certified by the Chartered Accountant (CA) for the past three years shall be enclosed with the technical bid in support thereof along with copies of Income tax return.

iv. The tenderer has not been debarred and / or blacklisted by any Central Government/ or any State Government Department(s) and the tenderer should not have any litigation in any of the labour court(s). An affidavit on Non-Judicial Stamp paper Rs.10/- duly notarized shall be enclosed with of the technical bid to that effect.

The proforma of the affidavit is attached with the tender as **Annexure-I**

v. The tenderer shall be required to submit the earnest money deposit (EMD) for an amount of **Rs.5,00,000/-**(Rupees **Five Lakhs** ) refundable and non-refundable tender fee for an amount of **Rs.1000/-** (Rupees One thousand only) by way of demand draft only. The demand draft shall be drawn in favour of “Registrar, MNIT Jaipur” payable at Jaipur. **The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid.**

vi. The tenderer shall submit the one copy of the tender document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of entire term & conditions of the tender by the tenderer. The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as mentioned/ or required in tender document are liable to be summarily rejected. The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

vii. The Tenderer should have a Registered / Branch Office in Jaipur.

viii. The Tenderer must submit all proof of documents as given under Technical Bid format. Section -6

### **2.1.2 Earnest Money Deposit:**

- i. This bid should be accompanied by an Earnest Money Deposit of **Rs.5,00,000/-**(Rupees **Five Lakhs** only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 6(six) months starting from the date of submission of the bids. The Bank Guarantee/Demand Draft shall be in favour of Registrar, MNIT Jaipur.
- ii. No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- iii. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with



the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited. Earnest money deposit of the successful bidder shall also be forfeited, if it refuses or neglects to execute the agreement or fails to furnish the required performance security within the time frame specified by the Institute.

- iv. The Institute is not liable to pay any interest on such amount.
- v. After the award of the contract to the successful Tenderer, the earnest money deposit of all the others bidder/s whose offers have not been accepted will be refunded within 30 days.
- vi. The earnest money deposit of the tenderer whose tender has been accepted will be returned on the submission of performance security after award of contract and execution of the agreement.
- vii. The offer without EMD will be rejected summarily.

### **2.1.3 Validity of Bid**

The validity of the offer shall be 120 days from opening of the Technical Bid. The successful Bidder shall not be entitled to transfer the benefits of the contract to any other Bidder for execution of the works contract, without the previous express sanction or previous permission in writing of the Registrar, MNIT Jaipur.

### **2.1.4 Local Conditions:**

It shall be the responsibility of the tenderer to fully inform / acquaint / familiarized itself with local conditions and factors, which may have effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

The Institute shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Institute, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these tender will be entertained by the Institute.

### **2.1.5 Tender Preparation Cost:**

The tenderer shall solely bear all costs associated with the preparation and submission of the bids, including the site visit etc. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by the Institute.

## **2.2 PART – II (Financial Bid):**

- i. The financial bid should be in the format enclosed with tender in **section-7** and should be kept in separate sealed cover. Failure to provide financial bid in a separate sealed cover will result in invalidation of the offer.
- ii. The financial bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote the price in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
- iii. GST or any other taxes and Education Cess will be paid extra as applicable.

## **2.3 Tender Evaluation:**

Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender documents. Evaluation of the proposals shall be done in two stages as:

### ***(a) Stage – I (Technical Evaluation):***

(i) Institute shall evaluate the technical bids to determine, whether these qualify the essential eligibility criteria, whether the tenderer have submitted the EMD & tender fee, whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to be submitted with technical bid are submitted and whether bids are completed and generally in order.

(ii) After evaluation of technical bids, a list of the qualifying tenderer(s) shall be made. Short-listed tenderer (s) shall be informed for the date, time and place of opening of financial bids and they may depute their representative/s with authorization letter from owner to attend the opening of financial bids on the scheduled date & time.

### ***(b) Stage – II (Financial Evaluation):***

The financial bids shall be evaluated on the basis of the total monthly cost as quoted by the tenderer(s).

## **SECTION-3**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **3.1 DEFINITIONS**

##### **General**

**In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule**

Agreement	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the Successful Bidder to whom the work of providing manpower has been awarded
Client	Director MNIT Jaipur
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing manpower in MNIT premises.
Notice to Proceed	Shall mean the date at which the manpower services are to commence in Client’s premises
Confidential Information	Shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party.
Contractor	Shall mean the successful bidder to whom the work of providing manpower in Client’ premises have been awarded.

#### **3.2 CONFIDENTIALITY**

The Contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.

If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies /persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

### **3.3 PERFORMANCE BANKGUARANTEE**

#### **(Security Deposit or Performance Security)**

- 3.3.1 The contractor shall be required to furnish a Performance Security on or before from the date of commencement of the contract for an amount of **Rs. 60, 00,000.00** (Rupees Sixty Lakhs Only) Registrar, MNIT Jaipur payable at Jaipur in the form of irrevocable bank guarantee or Demand Draft issued by any nationalized bank or scheduled commercial bank in prescribed format as attached in **Annexure -II**.
- 3.3.2 The performance security, as furnished by the tenderer, shall remain valid for a period of sixty days, beyond the date of completion of all contractual obligations of the contractor under the agreement to be executed by and between the Institute and Contractor.
- 3.3.3 In case the period of contract is extended further by the Institute in consultation with the contractor, the validity of performance security shall also be extended by the contractor accordingly so that such performance security shall remain valid for a period of sixty days after the expiry of the obligations of the contractor for the extended period.
- 3.3.4 The Bank Guarantee can be forfeited by order of the competent authority of the Director MNIT Jaipur in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order.
- 3.3.5 On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Director MNIT Jaipur sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- 3.3.6 If the contractor is called upon by the competent authority of the Director MNIT Jaipur to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Director MNIT Jaipur shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 3.3.7 On due performance and completion of the contract in all respects, the performance Security will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

### **3.4 NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTEROFACCEPTANCE'**

- a. After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, with in Seven (7) days of receipt of the same by him.
- b. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- c. The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the work.

### **3.5 NOTICE TO PROCEED**

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the Notice to Proceed / work order to the contractor authorizing him to provide manpower in the Office at the specified locations.

### **3.6 SIGNING OF CONTRACT AGREEMENT**

- a. The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- b. Client shall prepare the draft Articles of Agreement in the Performa included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- c. The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Seven (07) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- d. The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

### **3.7 SERVICES REQUIRED BY THE CLIENT**

- a. The Contractor shall be providing manpower in the institute for various services/work in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- b. The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.
- c. The Contractor shall provide manpower in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

### **3.8 COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon:

- a. Submission of Performance Bank Guarantee in accordance with **Clause 3.3 (Section-3)**.
- b. The Contractor shall commence manpower services in Client's premises within 30 days from the date of receipt of Notice to Proceed as set out in **Clause 3.5 (Section 3)**

### **3.9 RIGHT OF ACCEPTANCE:**

- a. The Director, MNIT Jaipur, reserves all rights to Reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it to accept the lowest or any specific bids. The decision of the Director, MNIT Jaipur in this regard shall be final and binding.
- b. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- c. The competent authority of the office of the Director, MNIT Jaipur reserves the right to award any or part or full contract to any successful agency/agencies at its discretion and this will be binding on the bidders.
- d. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Director, MNIT Jaipur reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- e. The Director, MNIT Jaipur may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

### **3.10 INSTITUTE OBLIGATIONS**

- a. The Institute reserves the right to bar worker, deployed by the contractor to carry out the works, if there is doubt about his / her integrity, conduct and character, the decision of the Institute in this regard shall be final and binding on the contractor.
- b. Proper space/ Suitable space shall be provided to the contractor for storage/keeping the material etc. at suitable places.
- c. The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- d. To enable the Contractor to provide the manpower services, the Client shall ensure that

- their staff is available to provide such assistance
- e. The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employers' relationship with any of the workers of the Contractor.
  - f. The Institute will not charge any amount from the contractor for water and electricity consumed during the execution of services.

### **3.11 VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended, subject to satisfactory services at the sole discretion of the office of the Client.

### **3.12 PAYMENTS**

- a. After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the providing manpower.
- b. The Institute on the receipt of the bill will check all the records and there after process the bill for payment. Institute will reimburse the amount to the contractor within 10 working days from the date of the submission / or verification of bill.
- c. The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, and statutory levies by Government shall be entertained by the Client during the period.
- d. After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- e. In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the Price Schedule.
- f. Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may e), from any payments made to the Contractor, and the amount so deducted shall be deemed to payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- g. No payment shall be made in advance nor did any loan from any bank or financial institution recommended based on the award of work.

### **3.13 FORCEMAJEURE-OBLIGATIONS OF THE PARTIES**

“Force Majeure” shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act off civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy ,riot, civil commotion and Terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

### **3.14 TERMINATION OF CONTRACT**

The Institute reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest i.e.

- a. If the Contractor fails to provide the services as envisaged herein within the period(s) specified in the contract or any extension thereof as may be granted by Institute.
- b. In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof by giving written notice to the Contractor and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encased.
- c. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the contractor shall be cancelled and Performance Security issued to the Institute shall be forfeited without any claim whatsoever on Institute and the contractor is liable for action as appropriate under the extant laws.
- d. The contractor is not eligible for any compensation or claim in the event of such cancellation.

### **3.15 DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or 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) and sister’s husband (brother-in-law)



### **3.16 INSOLVENCY**

The competent authority of the Director MNIT Jaipur may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- a. If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation, of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- b. If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

### **3.17 CURRENCIES OF BID AND PAYMENTS**

The Bidder shall submit his price bid / officer in Indian Rupees and payments under this contract will be made in Indian Rupees.

### **3.18 GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments there to. The venue for the Arbitration will be Jaipur and the decision of the arbitrator shall be final and binding on the parties.

### **3.19 In case of Same Rates**

In case more than one price bid quoting the same rates are received, the award of the contract will be decided on the basis of evaluation of their past experiences. The decision of the Institute in this regard will be final and binding on the bidders.

### **3.20 JURISDICTION**

The court at Jaipur alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jaipur court shall have jurisdiction in the matter.

## **SECTION-4**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 2 and General Conditions of the Contract (GCC) as contained in Section 3.

#### **4.1 INDEMNIFICATION**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses / penalties / awards / decrees arising out of litigation / claims / application initiated against the Client on account of acts of omission /commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm / company by way of initiating suitable legal litigation against the Contractor at any point of time.

#### **4.2 LABOUR LAW COMPLIANCES**

- a. The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions / laws are complied with by the contractor.
- b. All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc., shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- c. It is mandatory that the employees must be paid through bank transfer only.
- d. The Contractor shall abide by all labour laws ,laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.
- e. The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non compliance's of labour or other related laws.
- f. The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees / worker engaged by it and shall ensure payment of all the statutory dues / liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- g. The Contractor shall submit periodical returns as may be specified from time to time.

### **4.3 OFFICIAL RECORDS:**

- a. The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in Client's office.
- b. The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- c. The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC /EPFO Commissioners.
- d. Each monthly bill must accompany the:
  - i. List of employees with their date of engagement
  - ii. The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
  - iii. Copies of authenticated documents of payments of such contributions to EPFO/ESIC
  - iv. Declaration of the Contractor regarding compliance of clause 8.3 Amount of EPF /ESIC
- e. The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

## SECTION-5

### SCHEDULE OF WORKS/REQUIREMENTS

#### 5.1 SCOPE OF WORK AND TENTATIVE REQUIREMENTS OF MANPOWER

The Institute has initial requirement of following Unskilled, Skilled, Highly Skilled and Specialistic manpower. It is expected that manpower agencies serial No. 01-04 are well conversant with computers. The requirements of the Institute may increase or decrease during the initial period contract also.

S.N.	Category	Name of Post	Minimum Qualification	Requirement Manpower	Experience
1	H.Skilled	Office Assistant/Data Entry Operator/	Graduation or its equivalent with at least 50% marks or its equivalent grade from a recognized Institute or Institution: Typewriting speed of 30 w.p.m. in English and / or 25 w.p.m. in Hindi with computer	28	Preferably have experience of at least one year in State Govt./ Central Govt, PSUs etc.
2	H.Skilled	Technicians/ Laboratory Assistant/ Supervisor	Diploma/B.Sc in concerned stream form a recognized Board / Institute.	12	At least two year's experience of handling sophisticated scientific Instruments in the Laboratory
3	Skilled	Technicians/ Laboratory Assistant/ Supervisor	ITI/B.Sc in concerned stream form a recognized Board / Institute.	10	At least one year's experience of handling sophisticated scientific Instruments in the Laboratory
4	Skilled	Junior Office Assistant/ Junior Ministerial staff	12 <sup>th</sup> Pass with Typewriting speed of 30 w.p.m. in English and / or 25 w.p.m. in Hindi with computer or as per requirement of the concerned department/section.	40	Preferably have two years experience.
5	Skilled	Glass Cutter	ITI in relevant trade or work certified by the concerned Engineer Incharge	1	Preferably have two years experience.
6	Skilled	Carpenter	ITI in relevant trade or work certified by the concerned Engineer Incharge	2	Preferably have two years experience.
7	Skilled	Welder	ITI in relevant trade or work certified by the concerned Engineer Incharge	1	Preferably have two years experience.
8	Skilled	Fitter	ITI in relevant trade or work certified by the concerned Engineer Incharge	1	Preferably have two years experience.
9	Skilled	Plumber	ITI in relevant trade or work certified by the concerned Engineer Incharge	4	Preferably have two years experience.
10	Skilled	Pump Drivers & Valve Operators /STP operator /caretaker	ITI in relevant trade or work certified by the concerned Engineer Incharge	6	Preferably have two years experience.
11	Skilled	Painters	ITI in relevant trade or work certified by the concerned Engineer Incharge	10	Preferably have two years experience.
12	Skilled	Mason	ITI in relevant trade or work certified by the concerned Engineer Incharge	8	Preferably have two years experience.

13	Skilled	Electrician	ITI in relevant trade or work certified by the concerned Engineer Incharge	23	Preferably have two years experience.
14		Gardener (Skilled)	ITI in relevant trade or work certified by the concerned Engineer Incharge	12	Preferably have two years experience.
15	Unskilled	Supporting Staff/Lab Attendant-Unskilled	Read and write hindi and English/Familiar with related trade	50	-----
16	Unskilled	Helper (Estate)	Familiar with relevant trade	44	-----
17	Unskilled	Gardener (Unskilled)	Familiar with relevant trade	38	-----
<b>TOTAL</b>				290	

## 5.2 SCOPE OF WORK-CONTRACTOR

- 5.2.1 Vendor must provide photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 5.2.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 5.2.3 Contractor must employ adult and efficient personnel only. Employment of child labor shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 5.2.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 5.2.5 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 5.2.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 5.2.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the

security personnel at Client premises or on duty at any time during performance of their duties.

- 5.2.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 5.2.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- 5.2.10 The payments to its employees shall be disbursed by the Contractor in the presence of the representative of Client who shall sign the payment register in token of having disbursed the salary in his presence by Contractor.
- 5.2.11 Working hours of the MNIT will be between 9:00 A.M. and 6:00 P.M. including an hour lunch break normally from 1:00P.M to 2:00 P.M. Actual amount per hour would be calculated for the personnel deployed on duty for any extra duty based on rates finalized.

### **5.3 PENALTIES**

- 5.3.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 7<sup>th</sup> of every month, failing which penalty of Rs.1000/- per day will be imposed up to 15<sup>th</sup> of the month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- 5.3.2 Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.
- 5.3.3 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required numbers are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).
- 5.3.4 In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 5.3.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

## **5.4 CODE OF CONDUCT :**

The Contractor shall strictly observe that its personnel:

- i. Are always smartly turned out and vigilant.
- ii. Are punctual and arrive at least 15 minutes before start of their duty time.
- iii. Take charges of their duties properly and thoroughly.
- iv. Perform their duties with honesty and sincerity.
- v. Read and understand their post and site instructions and follow the same.
- vi. Extend respect to all Officers and staff of the office of the Client.
- vii. Shall not drink on duty, or come drunk and report for duty.
- viii. Will not gossip or chit chat while on duty.
- ix. Will never sleep while on duty post.
- x. Will not read newspaper or magazine while on duty.
- xi. Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Vendor Control and the Client.
- xii. When in doubt, approach concerned person immediately.
- xiii. Get themselves checked by security personnel whenever they go out.
- xiv. Do not entertain visitors.
- xv. Shall not smoke in the office premises.

## **5.5 SUPERVISION**

- 5.5.1 The Contractor shall **depute Supervisors in Client's office as per bid document**, who shall ensure that all the duties as may be assigned differently by the Client to various categories of manpower are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- 5.5.2 The Contractor's Manager shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 5.5.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC Bonus with concerned authorities or providing of ESIC facilities to the manpower are fulfilled through Contractor or its Supervisors.
- 5.5.4 The Contractor shall ensure that the Supervisor is not below the level of Executive-HR who is well versant with all HR related requirements and who should be prompt enough to initiate all required action.

## **5.6 GENERAL INSTRUCTIONS**

- 5.6.1 The Contractor shall deploy all manpower at the Client facility in the manner and as per the instructions of the Client.



- 5.6.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related worker requirements.
- 5.6.3 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the Client, emergencies, exempted.
- 5.6.4 The Contractor shall cover its personnel for personal accident and/or death whilst performing the duty.
- 5.6.5 The Contractor shall issue identity cards/ Identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 5.6.6 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

## **5.7 Contractor Obligations:-**

- 5.7.1 **The contractor shall deploy the worker after police verification** .The contractor shall deploy workers of decent character, sound health and general abilities to carry out such work. **The worker(s) deployed shall wear identity card provided by the contractor.** The worker(s) deployed should be able to read instructions written in Hindi / English. Contractor need to submit the Police verification & Medical fitness certificate of every worker to the Institute.
- 5.7.2 The contractor shall pay his worker(s) wages not less than the minimum wages fixed by the Central Govt. and all other statutory dues like EPF & ESI throughout the tenure of contract.
- 5.7.3 The contractor would be required to ensure that the payment of the worker(s) in the strict observance of Minimum Wages Act will be made on or before 7th day of every month and there should be no linkage between worker(s) payment and settlement of the contractor bill from the Institute.
- 5.7.4 The contractor will submit the pre-receipted duly stamped bill in prescribed format for reimbursement of services covered under the contract in triplicate of preceding month, monthly pre-receipted, printed & dully signed. Each Monthly bill must accompany the:
- a. Satisfactory work completion certificate issued by concerned Office,
  - b. Certificate to the effect that no Labour Law or any other Law governing the worker(s) deployed has been violated and any dispute or claim arising out of this shall be concerned and responsibility of Contractor.
  - c. Challan of PF, ESI & GST return for the last month.
  - d. Copy of bank transfer of all workers for the last month.

- 5.7.5 The Contractor shall abide by all laws and rules and regulations framed there under or any other statutory obligations which are in force from time to time in respect of worker(s) deployed. The contractor shall indemnify the Institute from any claims in this regard.
- 5.7.6 The contractor shall be responsible to extract work, manage work and for interaction with “Authorized Person” (person designated by Director/Registrar, MNIT Jaipur).
- 5.7.7 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 5.7.8 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.
- 5.7.9 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the contract to the Client.
- 5.7.10 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor’s risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

## **5.8 Terms & Conditions:**

- 5.8.1 Any losses sustained to the Institute due to the negligence of the services of the Contractor in the form of loss / damage of property will be recoverable from the contractor, as the money value shall be estimated by the Institute. The decision of the Institute in this regard will be final and binding on the Contractor.
- 5.8.2 The Contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- 5.8.3 The Contractor shall apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to Institute within 30 days from the date of issue of the letter of Intent (LOI) / award of the work. The fee for issue of such license shall be paid by the contractor.
- 5.8.4 The Institute will designate officer/s as “Authorized Person/s” who will deal with the contractor. Similarly the Agency will designate a person who will be responsible for handling deputies’ affairs.
- 5.8.5 If in the opinion of the Institute authorities, the performance of any of the worker(s) deployed is not satisfactory or he / she is not amenable to discipline or their behaviour is not conducive to retain them for the work, he / she should be rendered immediately.
- 5.8.6 Every worker deputed by the contractor shall be an employee of the contractor and none of the deputies of the agency shall have any claim whatsoever against the Institute. The Institute will not be responsible

or liable under any Act, Laws or Rules or in any case that are in force and that may come in force from time to time in respect of the employees deputed by the contractor.

- 5.8.7 Safety Management: Contractor is liable to provide all the safety equipment's to worker(s) and also provides necessary training, drills and conduct regular inspection to maintain safety of the worker(s) from any hazards. The contractor shall be responsible for the safety and the well-being of its worker(s) deployed in the Institute and for all the issues and liabilities arising during the execution of contract.
- 5.8.8 If any injury is caused to any worker by accident arising out of and in the course of his deployment, Contractor shall be liable to pay the compensation in accordance with the provisions of Act, Laws or Rules (as applicable). Institute shall not be subjected to own any responsibility under the provisions of any such Act, Laws or Rules.
- 5.8.9 Institute is a "NO SMOKING ZONE". The Contractor should ensure that the personnel engaged DO NOT SMOKE while working. The Contractor shall ensure that personnel do not indulge in drinking alcohol or any other intoxicants and are not under the influence of alcohol or other intoxicants while performing their duties in the Institute. The Contractor shall ensure that such personnel shall not play cards or indulge in any sort of "Gambling" while working and executing their duties in terms of the Contract.

## **5.9 Clarification:**

The prospective tenderer requiring any clarification regarding the tender document are requested to contact **Dy. Registrar (Admn & Estt.)**.

At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

The amendment will be published on Institute website. In order to afford prospective tenderers reasonable time in which to take the amendment into account in preparing their bid, the Institute may, at its discretion extend the deadline for the submission of Tender.

## Section -6

### TECHNICAL BID

#### (MINIMUM ELIGIBILITY CRITERIA)

The following shall be the minimum eligibility criteria for selection of bidders technically.

S.N.	Particulars	To be filled in by the tenderer	
		Copy of relevant document Enclosed Yes / No	Page No.
1.	Details of Tender Cost –Amount, Draft No., Date, Issuing Bank		
2.	Details of EMD –Amount, Draft No., Date, Issuing Bank		
3.	Date of establishment of the agency		
4.	Detailed office address of the Agency with Office Telephone Number, Fax Number, E-mail ID and Mobile Number and name of the contact person		
5.	Detailed Jaipur office, address of the Agency with Office Telephone Number and name of the contact person		
6.	Registration:		
7.	PAN/TAN		
8.	Labour License Registration (under Contract Labour (Regulation & Abolition) act 1970)		
9.	GST Registration		
10.	EPF Registration		
11.	ESI Registration		

12.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate or an affidavit is attached in this regard.)		
13.	Length of experience in the field.		
14.	Whether a copy of the terms and conditions, duly signed, in token of acceptance of the same, is attached and signature of the contractor on each page.		
15.	<b>Experience:</b> Tenderer should have experience of at-least 3 years from the date of registration for providing manpower to the Government Organization /Institutes. Satisfactory work completion certificate must be enclosed with technical bid.		
16.	Turn Over -The minimum annual turnover of the tenderer for the last three financial years i . e . ( FY 2018 - 19, 2017-18 and 2016-2017) shall Rs. 2.0 Crores or more. Further the bidder must have successfully executed a single work order worth Rs. 1.0 crore or more in one financial year during last three years. A certificate from the organization concerned should be attached to this effect. Audited financial statements duly certified by the Chartered Accountant (CA) for the past three years shall be enclosed with the technical bid in support thereof along with copies of Income tax return.		
17.	Attested copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters (ending on 31.03.2019) shall be acceptable		

## **UNDERTAKING**

I hereby certify that all the information's furnished above are true to my knowledge. I have no objection to Institute to verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the scope of work, terms and conditions indicated in the tender document and hereby accept all the same completely.

Date:

Place:

Signature of the authorized signatory of the agency

Official seal/ stamp

**SECTION-7**  
**PRICE SCHEDULE**  
**(Financial Bid)**

The undersigned have read examined and agreed in detail, terms and conditions of the tender document in respect of providing manpower services and do hereby express our interest to provide such services. We here by submit the quotation for various categories of manpower required by MNIT.

Rate per person/per day for Unskilled, Skilled, Highly Skilled manpower with following break up:

S.N.	Category	Central labour Commissioner wages per day per person	Total days per month per person @ .....	Total amount per month per person	EPF @.....	ESI @.....	Total per day chargeable to the Institute In Rs.
1	Highly Skilled manpower	<b>733</b>					
2	Skilled manpower	<b>666</b>					
3	Unskilled manpower	<b>503</b>					
4	<b>Total Chargeable to the Institute for wages (1+2+3)</b>						
5	<b>Service Charges @ ..... % (on '4')</b>						
6	<b>Total after service Charges (4+5)</b>						
7	<b>GST (IGST or CGST+SGST/UTGST) on '6'</b>						
8	<b>Grand Total (6+7)</b>						

**DECLARATION**

1. The undersigned have read examined and agreed in detail, terms and conditions of the tender document in respect of providing manpower services and do hereby express our interest to provide such services. We here by submit the quotation for various categories of manpower required by MNIT.
2. I / We undertake that the payment to the employees will be made as per rates prescribed by Central Govt. of India from time to time under Minimum Wages Act and applicable statutory payments on account of EPF & ESI.
3. We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.
4. No other charges would be payable by Institute.

Signature of the authorized signatory of the agency

Official seal/ stamp

## **Section-8**

### **Annexure / forms**

**Annexure-I** DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING  
PART IN TENDER

**Annexure-II** BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

**Annexure-III** Articles of Agreement



## **Annexure – I**

### **DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.**

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We (Tenderer) hereby declare that the firm / agency namely

M/s..... has not been

blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

Or

I / We

(Tenderer) hereby declare that the Firm / agency namely M/s. was

blacklisted or debarred by Union / State Government or any Organization from taking

part in Government tenders for a period of years w.e.f. to . The period is over

on and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by Director, MNIT Jaipur, and EMD / SD shall be forfeited. In addition to the above Director, MNIT Jaipur will not be responsible to pay the bills for any completed / partially completed work.

Attested:

(Public Notary / Executive Magistrate)

Address

DEPONENT

Name

## Annexure – II

### BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

The Registrar

MNIT Jaipur

JLN Marg,

Jaipur-30207

WHEREAS M/s -----, having its office at -----

(hereinafter referred to as the “Contractor”) which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), in pursuance of

the Purchase Order No. ----- dated ----- has undertaken for

supply of ----- (hereinafter referred to as the “Contract”). To the Malaviya National

Institute of Technology Jaipur (hereinafter referred to as the “Purchaser”)

AND WHEREAS it has been stipulated by you in the said contract that the “Supplier” shall furnish you with a bank guarantee by a Nationalized Bank including SBI for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the “Supplier” such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor and we undertake to pay you, upon your first written demand declaring the “contractor” to be in default under the contract and without cavil or argument, any sum or sums within the limits of (Rupees -----as aforesaid, without your needing to prove or to

show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the

(Signature of the authorized officer of the Bank)

.....

Name and Designation of the Officer

.....

Seal, name & address of the Bank and Address of the Branch.

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Note:

1. PBG should remain valid for a period of sixty days beyond the date of completion of all contractual obligation of the supplier including warranty obligation.
2. PBG Should be from a schedule commercial bank operating in India as approved by RBI.
3. In case of the Foreign Banks (for Foreign purchase only) the bank guarantee should be executed by a bank of international repute duly confirmed by State Bank of India or a bank Guarantee executed by State Bank of India or any nationalized bank of India.
4. It should be send directly by the banker of the vendor to MNIT Jaipur.

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## Annexure-III

### *Articles of Agreement*

CONTRACT AGREEMENT NO..... DATED .....

5.13 THIS AGREEMENT is made on ..... between Registrar, Malaviya National Institute of Technology Jaipur -302017 (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose office is at J.L.N.Marg Jaipur-302017 of the One Part,

**AND**

M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated .....for “availing manpower services at its office under Tender No. ....

II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

III. AND WHEREAS the Client has selected M/s.....as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No. ...., to the Contractor on ..... for a total sum of ..... [Rupees ..... Only].

IV. AND WHEREAS the Client desires that the manpower services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.

V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the manpower services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing manpower services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

VIII. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) The Letter of Acceptance (LoA) issued by the Client.
- (b) Notice to Proceed (NTP) issued by the Client
- (c) The complete Bid, as submitted by the Contractor.
- (d) The Addenda, if any, issued by the Client.
- (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
- (f) Charges – Schedule annexed to this Article of Agreement
- (g) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor  
Office of the DG, ASI

Signed on Behalf of

(Authorised Signatory)