



## National Institute of Technology, Silchar-10 (An Institution of National Importance)

Assam – 788 010

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NOTICE INVITING LIMITED TENDER

Date-13/09/22

E-tender invited from experienced, financially sound contractor/agency of appropriate class and category (Civil work) registered with Central PWD, Assam PWD, MES, Railway, BSNL and nationally reputed firm only for the works detailed below:

SI No.	Name of Work NIT/Estate/Limited/2022-23/01	Security Deposit	Time of completion
1	Supply of daily wages labour through outsourcing agency for Estate Maintenance work (Civil work).	10,000/-	6 months

Last date of submission of duly filled in limited tender on **27.09.2022 up to 4.00 PM**

Date of opening of Technical Bid: **27.09.2022 at 4.30 PM** at office of the Dean (P&D)

Date of opening of Financial Bid: **29.09.2022 at 3.30 PM**

The contractor/agency is to satisfy the following conditions. Failing which the tender is liable for rejection.

Pre-qualification criteria of the agency (to be furnished along with technical bid document duly filled up).

**1.1 Contractor's registration:**

Self-attested up to date (renewed) contractors of appropriate class and category issued by the competent authority.

**2.1 G.S.T registration:**

Self attested copy of G.S.T registration certificate. The agency should submit the GSTR-3B return along with payment receipt for the month of June, 2022.

**3.1 EPF registration:**

Self attested copy of EPF registration certificate including paid challan (not less than the minimum value) for the month of June, 2022.

**4.1 PAN No.:**

Self attested copy of PAN card.

If any, holidays / strike falls during the notified days, the process will be continued on next working day.

The Director, NIT Silchar reserves the right to accept or reject any or all the limited tenders without assigning any reason whatsoever.

The Director, NIT Silchar reserves the right to award the job whole to one or may split among more bidder (s).

  
Registrar

Copy to:

1. P.A to Director – for information to the Director
2. The Dean (P&D), NIT Silchar
3. Bid Evaluation Committee – for information & necessary action.
4. Notice Board, Estate Engineering Branch, NIT Silchar.

## TERMS & CONDITIONS

1. NAME OF WORK. : **Supply of daily wages labour through outsourcing agency for Estate Maintenance work (Civil work).**
2. DURATION : 6 Months

### SECTION-2

#### I. PREAMBLE

(i) National Institute of Technology, Silchar henceforth referred to as "NITS", or "Institute" only would outsource of manpower for the Annual maintenance civil work to the Institute Campus.

(ii) Contractors/persons/agencies, henceforth referred to as "Contractors" only, will arrange/provide workmen on minimum wage rates & statutory charges as per labour rule of Govt. of India, as would be quoted by the Agency in the financial bid.

#### II. INSTRUCTION TO BIDDERS

##### Preparation of Bid

1. The Tenderer shall quote his rate as per NIT & the Terms and Conditions enclosed in the Tender document.
2. Technical Bid and Financial Bid are to be submitted in two separate sealed envelopes, super scribing clearly on each as Technical Bid and Financial Bid respectively. They should be placed under a single envelope super scribing on it "Name of work" and writing the Advertisement No. Date, Last Date of Submission of Tender on the Cover Page.
3. Tenders should be valid for 6 months from the date of award of the work and may have to be extended further if considered necessary by the Institute. No reasons will be assigned for extension and no withdrawal shall be allowed. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Security Deposit.
4. No Telex/ Tele fax/ Telegram/ E-mail of the Techno-Commercial and Price bids will be accepted. The Institute is not responsible for Postal/ Courier delays. The parties have to ensure the receipt of bids well in time.
5. **Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be summarily rejected.**



6. This Notice Inviting Tender shall form a part of the contract document.
7. The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970, and the contract labour central rules 1971, during the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986 and other labour laws. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant no execution of the work. No labour below the age of eighteen years shall be employed.
8. Duly filled in tender documents must be submitted along with the self attested copies of the certificates mentioned in the notice inviting tender, issued by the competent authority, failing which the tender is liable for rejection.
9. During Opening of tender only representative duly authorized by the agency / contractor will be allowed to be present.
10. All relevant documents submitted with the tender should be self attested (by the agency/ contractor) and on demand original copy must be produced failing which tender will not be considered.
11. Authenticity of signatory (contractor) of tender document will be verified before finalization of tender document.
12. Tax at higher of prescribed rate or 20% will be deducted on all transactions liable to TDS, where the permanent Account Number (PAN) of the deductee is not available.
13. In case of any dispute, it would be referred to a sole Arbitrator to be appointed by the Institute authority. The decision of the sole Arbitrator will be final and binding to both the parties.
14. All relevant documents submitted with the tender should be self attested (by the agency/ contractor) and on demand original copy must be produced failing which tender will not be considered.
15. The Security deposit shall be refunded to the Contractor soon after the completion of the work.
16. **Those bidders, who accept the above terms and conditions, may submit their tender along with all relevant documents and a copy of above terms and conditions of the tender duly signed.**

**17. Financial Bid should contain:-**

- (i) Supply of daily wages labour through outsourcing agency for Estate Maintenance work (Civil work).



**NB<sup>1</sup>:** Quoted rate should be inclusive of all taxes. If there is any Increase in statutory tax & levies it will be reimbursed on production of relevant records.

### **III. BID EVALUATION CRITERIA (BEC)**

1. The bidder must agree to the following conditions:-
  - (i) The bidder must abide by all the terms and conditions laid down in the tender document.
  - (ii) The validity of the offering the tender should be 6 months from the date of opening of the tender.
  - (iii) Termination Clause & Penalty Clause (as stated in terms & conditions of agreement) must be accepted.
2. Application should be made in the specified format (attached herewith). All the data, as sought in the tender document, must be supplied.
3. The bidder must submit the profile of his firm / Societies (in Section-5 of this document).
4. The duly filled-in tender document along with all the documents/certificate etc. mentioned in NIT must be submitted within the due date & time, specified in NIT.
5. Any other points which may arise at the time of evaluation of the bid and/or on later time will be decided by the Director, National Institute of Technology Silchar or his authorized representative.
6. The Director, NIT Silchar reserves the right to award the job whole to one or may split among more bidder(s).
7. The staff engaged by the agency / firm / Societies shall not claim any employment benefit from the Institute at any time. The agency / firm / Societies shall also be responsible for the statutory obligations of such personnel and shall indemnify the Institute in the matter. It is the duty of the agency / firm / Societies to explain these terms to his employees.
8. The agency / firm / Societies shall be directly responsible for payment of wages (including other benefits like E.P.F) to his employees engaged for the services sought as per Govt. rule. Payment of the staff should be credited to their bank account and all the records are to be submitted to this office for verification. Further lists of the employees giving details such as father's name / husband name, age, bank a/c no. & addresses to be submitted at Estate Engineering Branch before engagement.
9. The institute shall have no responsibility towards payment of wages, social security, medical care, safety or any benefit to the personnel engaged by the agency / firm / Societies. Any incident occurring during the contract period is the sole responsibility of the agency / firm / Societies and the institute is no way liable for any such incident.
10. The agency / firm / Societies shall not employ any minor for the above contract work as prohibited under Labour Act and shall comply with the clauses of the Act.
11. If there is damage to building or other institute property because of wilful or negligent act, the institute will repair it at its own cost and shall recover the amount from the bidder.




12. The staff employed by the agency will not join or form any union associated with the Institute or otherwise any political party.
13. Bidder should strictly abide by Minimum wages act and all the labour laws including workman compensation act.

**NB<sup>2</sup>:** Non-compliance of any of the clauses of BEC, as mentioned above, will lead to rejection of the tender offer.

#### **IV. ADDITIONAL INSTRUCTIONS TO BIDDERS**

1. The bidders should read each and every point stated in the Tender Document and understand their meanings before filling up of the tender document.
2. If the bidder accepts all the terms and conditions, as laid down in NIT/BEC/Tender Document and likes to submit the tender then he should put signature & date on all the pages of the tender document before submitting the tender.
3. Bidder shall submit a declaration, of the form, as per the proforma in section-4, on his official Letter Head. Non-submission of the required certificates(s)/document(s)/declaration, may lead to straight rejection of tender.
4. (i) In case the bidder is a firm, either proprietary or partnership, the registration certificate is to be provided showing full description of the person/persons owning the firm.  
(ii) If the bidder is a firm the self-attested copy of the deed in respect to partnership is to be furnished.  
(iii) If the bidder is a company then the attested copy of the certificate of incorporation is to be furnished.  
(iv) If the bidder is a Society then the attested copy of the certificate of incorporation is to be furnished.  
(v) In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of absence of any partner, it must be signed on his behalf by a person holding the power of attorney, authorizing him to do so. Such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
5. If it is found that the tender is not submitted in the proper manner or contains too many corrections or absurd rates of amount, it would remain open to the Institute to take suitable action in that respect.
6. **LOWEST TENDER NOT NECESSARILY TO BE ACCEPTED:**  
The Institute reserves the right to accept any Tender it considers advantageous / superior and is not bound to accept the lowest alone and need not assign any reasons for non-acceptance.
7. **TENDER EVALUATION:**  
The Tenders received and accepted will be evaluated to ascertain the best and lowest workable tender in the interest of the Institute.



**Application form**

(To be filled by the bidder at letter head)

From ..... Phone No. ....  
 ..... Fax No. ....  
 .....

To,

The Director  
 National Institute of Technology  
 Silchar - 788 010.

Sub: Submission of Duly filled in tender documents

Ref: Your Advertisement No....., Dated .....

Sir,

Reference above, I/we wish to offer Supply of daily wages labour through outsourcing agency for Estate Maintenance work (Civil work) stated in this tender document, at the rates as filled in the Price Schedule for the work.

1. I/we have read and understood all the terms and conditions as specified in the BID Document, terms and conditions laid down at various parts of this tender document, contract agreement, and agree to abide by all of the terms and conditions unconditionally. As a token of acceptance of these terms and conditions I/we have signed each page of the bid document.
2. I/we have attached herewith Security Deposit **of Rs. 10,000.00** in the form of FDR drawn in favour of the Director, NIT Silchar and payable at Silchar issued by any scheduled Bank of India, guaranteed by the Reserve Bank of India.
3. I/we agree to keep my/our offer valid for a period of 6 months, from the date of award of the work.
4. I/we have enclosed herewith all the required documents as specified in NIT & BEC.
5. I/we hereby declare that I/we have not been blacklisted by any Central/State Govt. Dept. /Undertaking or by any reputed Organization/Company.
6. I/we do hereby undertake to produce the original certificates/documents whenever asked by NITS.

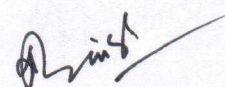
I/we hereby declare that all the information furnished along with this bid is true in all respects.

Date: \_\_\_\_\_

(Signature of the bidder)

Place: \_\_\_\_\_

Signature of the Firm / agency



**SECTION-3****TERMS AND CONDITIONS IN CONNECTION WITH****Supply of daily wages labour through outsourcing agency for Estate Maintenance work (Civil work)****1. SIGNING OF CONTRACT AGREEMENT**

- i. On the tender being accepted by the Client, a formal contract may be signed and executed by and between the Client and the successful tenderer within a time to be fixed by the Client, which shall anyhow be within 15 days from the stipulated date of start of the work.

**2. SCOPE OF WORK**

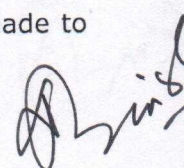
The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. Material will be supplied by the Department.

**i. CIVIL MAINTENANCE**

Repair / replacement in existing concrete / plaster / masonry work, wood work, sewerage work, steel work, plumbing work, road work, painting work, flooring work, roofing work, and interior decoration works; removal of chokages, seepage, leakage, dampness; clearing malba, debris, wild vegetation, excavation of earth for miscellaneous purposes & back filling of same earth after completion of job etc., and various preventive maintenance works as ordered by NIT as per complaints recorded in complaints register. Minor Addition / alterations / renovations in existing Civil works involving concrete work (including RCC), Brick work, structural steel work, plumbing work, wood work, earth works, site grading (including soling, sand filling, morum filling etc., ), road work, plastering, interior decoration, Aluminium partition, Aluminium partition with door, flush door, door windows fittings and finishing work.

- ii. All maintenance complaints should normally be attended within 2 days. In case of tedious / tricky complaints, time taken should not exceed 7 days. Complaints having some special problems, which can't be done within 7 days, the complainant should be informed by giving a note indicating the date when the complaint is likely to be completed. In case of complaints / jobs where the occupant has to observe some precautions, he should be duly informed about this in writing after taking approval of Engineer. In case of unreasonable delay the penalty clause will be apply.
- iii. If the works have not been properly carried out in respect of workmanship, they shall be rectified, repaired or replaced by Contractor to the entire satisfaction of engineer. NIT can withhold part or full amount of money in respect of works not properly carried out or partly done till the time proper rectification is done or the part work is completed. Contractor's responsibility for correction of improperly executed work shall not be invalidated by reason of any prior approval or partial or full payment made to

Signature of the Firm / agency



the Contractor in respect of that work. NIT shall have the right to deduct suitably for earlier executed improper work in the subsequent bill.

**3. TERMS OF PAYMENT**

Subject to any deduction, which the client may be entitled to make under the Contract, all payments to contractor for the work would be made by Cheque / online transfer in favour of the contractor on satisfactory completion report and signing of the computerized Measurement Book & bill by Site (i/c) of the proposed work without which payment will not be released.

**4. RELEASE OF SECURITY DEPOSIT**

As per CPWD norms.

**5. SUB CONTRACTING OF THE WORK**

The Contractor is not permitted to assign or transfer his/ their obligation or benefit under the contract either in full or in part to other individuals/ firms / agencies. However, under extreme circumstances where sub-contracting of part of the work is unavoidable, prior written permission of Client shall be taken by the Contractor.

**6. LIST OF ROUTINE TOOLS & TACKLES (REQUIRED TO BE KEPT BY WORKMEN DURING WORK)**

1. **Labour / Helper** - Pickaxe (Gainti), Kassi, Spade, Crow bar, Rammer, Basket.
2. **Mason** - Trowel, Try Square, Straight edge, Plumb bob, String (Nylon rope), Brick Hammer, Floats, Tamping rod, Hand Grinding Machine
3. **Carpenter** - Drilling Machine (Ordinary as well as hammer drilling), Planer, Saw, Screw Driver, Hammer, Chisels, Auger, Try Square, Scribing Knife, Marking Gauge and Marking Point, Piler, Glass cutting knife.
4. **Plumber & Fitter / Welder** - Pipe wrench, Pipe cutter, Pipe vice, Pipe die stock, Files, Plier bench vice, Caulking tools, Hacksaw, Screw driver, Spanners, Chisels, Hammers, Grinding machine, Welding machine, Eye shield, Pressure Pump (to open blockage in water pipes).
5. **Painter** - Brushes, Roller
6. **Sewerman** - Pusher rod, Brushes for cleaning, iron rod, Gumboots, Hand gloves
7. **Sweeper** - Broom sticks, Brooms (both soft & hard), Basket or Bucket for dust & waste collection, cleaning material (Acid, Vim, Soap, Scrubber etc.)

**8. General Tools**

- Gauge measure, Measuring Tapes (3 M, 15 M, 30 M), Measuring Box (40cm x 35cm x 25cm), Steel rule, Water level & Water level pipe, Spirit level, Grinding stone, Rickshaw / Trolley for moving materials at site, Cutter Machine (for cutting metal, wood, concrete & other flooring upto 2" thickness)

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## 7. LIST OF GENERAL SAFETY TOOLS (WITH MINIMUM QTY) REQUIRED TO BE KEPT BY CONTRACTOR ON SITE:

First aid Box, Safety belt with rope, Protective Goggles, Face Mask, Hand gloves, Helmets, Safety shoes (With socks), Dress ( Paint -Shirt With logo).

**Note:** The tools & tackles mentioned above are only indicative. Contractor will bring more tools & tackles as required.

### I. WORKMEN AND THEIR DEPLOYMENT

1. **Recruitment/deployment of staff:** The Agency shall be responsible for the recruitment and deployment of staff for supply of manpower. The staff for services so recruited and deployed by the Agency shall be under his direct control/supervision. The Agency shall exercise total superintendence, control and supervision over his staff for getting services complete, as per contract and up to the satisfaction of the Institute authority.
2. **Agency as employer:** For all intents and purposes the Agency will be the "Employer" within the meaning of different labour legislations in respect of the staff for outsourcing services, employed and deployed by him.
3. **Introductory details:** The Agency shall maintain details of particulars (e.g. names, addresses, father's name etc. along with the passport size photographs) of each and every personnel/workman/employee engaged by him giving another set (attested by the contractor) of all such details to the NIT Silchar authority before allowing them to start working to perform the assigned job for issuing identity certificate to them.
4. **No Leave from Institute:** Leave shall not be sanctioned by Institute authority to the outsourced staff & it will be maintained by the Agency / firm.
5. **Accommodation:** The Institute will be providing accommodation to the outsourced staff in payment basis as per Institute Norms if available.
6. **No absorption:** In case of termination of this contract/agreement on its expiry or otherwise, the staff, or personnel engaged and deployed/deputed by the Agency/ firm, will not be entitled to and will not claim any absorption in the regular or otherwise services of the Institute. The personnel of the Agency will not claim and will not be entitled to pay, perks or any other facilities as admissible to the regular/confirmed employees of the Institute during the subsistence of the contract/agreement and even after the expiry of the Contract Agreement.
7. **Appointment order:** The Agency / Firm should issue proper appointment order to the deployed person with a copy of Institute Authority & respective department / section.

### II. Financial Involvement of NITS/Agency

Signature of the Firm / agency



1. **The amount to be paid:** Payment will be made to the Agency/ firm based on the institute accepted rates, quoted by the Agency/ firm. No other charges will be paid over and above the said amount.
2. **No extra payment:** No extra payment will be made by NITS for wages / transportation / food / accommodation etc. for service / staff to be provided by the Agency/ agency, over and above the amount that will be due, to be paid, as per agreed contract.
3. **Stationery:** The Agency will have to bear the expenses incurred on stationery, registers etc. for writing duty charts etc.
4. **Safety:** All safety precautions, as would be required to be maintained for completing the job, must be observed by the contractor.
5. **Injury:** Institute shall not be responsible financially, or otherwise for any injury to the staff for manpower outsourced services, caused in the course of their performing the manpower functions/duties, or for payment of any compensation thereon, under any Act.
6. **Salary / wages:** Agency / firm shall be disbursed the salary / wages deposited to their bank account on monthly basis within 10<sup>th</sup> of every month. The Individual salary / wages slip should be furnished every deployed worker for their record.

7. **Liquidity Damage & Penalty**

Liquidity damages @ of 1% per day of the monthly value of contract shall be levied to a maximum of 20% in a month for any breach of contractual obligations by the outsourced agency as stipulated in the terms and conditions in addition to the obligation under any other provisions in the contract and the Law of the land. Deduction on account of unsatisfactory outsourced services will be made from the monthly bill. The recovery will be decided by the NIT review committee. The methodology for deduction will be as under:

- a. The workers of the service provider must produce identity cards. The identity cards will be issued by NIT Silchar on production of valid particulars of the workers duly submitted by the service provider. The cost of the identity card with neck bend and other items will be borne by the service provider. **If service provider will fails to provide identity cards then penalty of Rs. 2,000/ - per month for the first three incidents.** Subsequent occurrence of such incidents will entail in termination of the contract without any notice.

**III. Termination of Contract**

1. NIT reserves the right to terminate the contract by giving a two months' notice to the agency.
2. In case the Agency/ firm is required to (or decide otherwise) discontinue the contract, he/she should give at least three months' notice to and shall remain essentially working for the said period of notice, till alternate arrangements are made. In case or

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situation, beyond the control of either party, the contract may be terminated with mutual consent by giving two month notice.

3. The Institute in any/either situation will not be under any obligation to pay compensation or make good the payment for the notice period, for which services are not rendered.
4. In case of breach of any terms and condition attached to the contract, the Performance Security Deposit of the Agency/ firm will be liable to be forfeited, beside immediate termination of the contract or other lawful action that may be taken against the contractor.


#### **IV. Misbehaviours of Workers/Supervisor**

1. The workers deployed by the Agency shall maintain strict discipline and shall not use any violent or offensive language while in the premises of the NIT. Smoking, consuming alcohol, chewing pan/tobacco/gutka etc and spitting inside the premises is strictly prohibited. It will be mandatory for Agency to brief their personnel in advance and apprise them of the conduct, expected of them while working.
2. Nothing prevents NIT to even advise the Agency about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fast disposal. The selected agency shall not involve in any bribery or other unethical activities with anyone employed at the Institute. Involvement in any such activity shall entail a penalty of Rs. 10,000/ - for the first three incidents. Subsequent occurrence of such incidents will entail in termination of the contract without any notice.
3. Any personnel deployed by the Agency, refuses work or creates indiscipline would have to be immediately replaced and NIT reserve the right, to ask the Agency to terminate the services of any of the Agency's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. NIT will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.
4. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

#### **V. Arbitration:**

Any dispute arising out of this contract shall be settled through a sole Arbitrator appointed by the NIT. The award of the Arbitration is final and binding on both the

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parties. It is hereby made clear that Civil Court shall have no jurisdiction to entertain any dispute arising out of this Tender.

**VI. Breakage**

All damages/breakage to the equipment, if caused due to negligence of the contractor's employee, the cost or repair/replacement of the equipment will be borne by the contractor, after ascertaining the actual cause of damage solely by the NIT Authority.

**VII. Force Majeure**

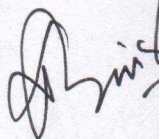
In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed here in shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof. Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the contractor.

**VIII. Payment Schedule.**

Monthly claim bill shall be submitted by the Agency in pre-printed bill form, showing clearly the following details:

1. Name of the firm/ Agency with complete postal address, phone / mobile No. e-mail etc.
2. PAN (either in the name of the firm or proprietor) issued by IT department.
3. Labour License / Registration No.
4. Self - attested copies of daily attendance sheet of the workers for the month.
5. The NIT may consider implementation of Biometric attendance for workers in future which shall be binding for the Agency to comply with.
6. Bank statement sheet duly certified by bank official should be submitted by the Agency (Name of the workers need to be mentioned in the bank statement sheet. Agency is also required to counter sign on the Bank statement sheet before submission to the NIT for release of payment.

Signature of the Firm / agency



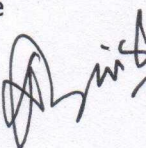
7. ECR challan reflecting EPF contribution against each employee/worker of the previous month to be submitted along with the bill to NIT Silchar.
8. Satisfactory Service certificate as per NIT prescribed format from the user departments/office/health-centre etc to be submitted.
14. Additional manpower as demanded by the Institute will be paid as per quoted rate.

In the event of the bill(s) submitted without following the above, the same will be summarily rejected and returned.

#### **IX. GENERAL**

1. **License:** The bidder must have valid labour license from the appropriate authority before entering into agreement.
2. **Starting of the work:** The successful Agency has to take-over the charge of outsourced services work within 07 days, from the date of issuance of the work order.
3. **Statutory registers:** The Agency shall maintain all the statutory registers under the law. The Agency shall produce the same on demand to the Institute authority or any other authority under law.
5. **Communication facility:** The bidder/Agency should have round the clock communication facility to remain in constant touch with authorized staff of NITS.
6. **Documents:** The Agency will be bound by the details and documents furnished by him to the institute while submitting the tender or at any other time .In case any of the details of such documents furnished by him, are found to be false at any stage, it would be deemed to be a breach of the terms of Contract, making him liable for punitive action.
7. **Payment & Performance certificate:** Monthly bill payment will be made to the Agency for which satisfactory performance certificate is to be taken from the authorized staff of NITS.
8. The contractor, whose near relative is an employee of NITS, working in the rank of Junior Engineer, or above, shall not be allowed to participate in the tender process. Such Agency will not take tender paper for any work of NITS.
9. No employee of this Institute shall be allowed to work as Agency or staff of a contractor, for the work of this Institute, for period of two years after his retirement and/or release/termination from services of NITS without written permission from the Director, NITS. This contract will be liable to be cancelled if either the Agency or any of his employees is found at any time to be such a person who had not obtained the permission of the Director, NIT Silchar before submission of the tender or engagement in the contractor's service at NITS.
10. The service provider should disburse the wages to his workers as per Wages Act & Rules of Central & State Governments ensuring minimum wage. The

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disbursement of wages should be made through Bank Account of the workers. The service provider should maintain Attendance Register, maintenance of Payment register etc. It will be the responsibility of the agency to get all the related clearances as applicable under the Indian laws and complete the necessary formalities as required under relevant statues and rules etc. The agency/Agency is required to produce copies of all challans/ documents of having deposited the amount every month along with the monthly bill.

11. The Contractor/ firm shall be responsible and shall pay all compensation to its employee's under the provisions of the Workmen's Compensation Act and amendments thereto and all other applicable Acts/rules. He shall be responsible for any payment of expenses for providing medical treatment to its employees who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the premises. NIT, Silchar reserves the right to check the actual payment of the wages register maintained by him and also the relevant documents in respect of the above.
- 12 The contractor/ firm shall observe and implement all the laws of the land and the rules framed there under such as Workmen's Compensation Act, Industrial Disputes Act, and Minimum Wages Act. Factories Act, Central Labour Act. /relevant Acts and statutes and the NIT, Silchar shall in no way/ event be liable or responsible for any default that will arise out of non observance of such laws/ rules on his part and that he shall indemnify and keep indemnified NIT, Silchar against any damage and / or injury caused to the premises or to the properties.
14. The contractor/agency shall comply with PF, Bonus, and Gratuity law/Rules in force from time to time.



**SECTION -4****1. Declaration by the contractor**

I/We hereby declare that all the terms & conditions and the obligations to be met by the contractor, as laid down in the tender document, for the Tender No. \_\_\_\_\_, Dated: \_\_\_\_\_ have been accepted by me/us and I/we have neighter to make any deviation from the stated terms and conditions nor to put forward any additional condition(s) in my/our offer.

Should this tender be accepted by NITS, in whole or in part, I/we agree:

(i) to abide by and fulfil all terms and provisions of the said conditions, annexed hereto and in different noting in tender documents, so far as applicable, and/or in default, thereof, to forfeit and pay to the institute or its successors, in office, the sum of money mentioned in the said conditions.

A sum of Rs. 10,000.00 is hereby forwarded / deposited as call Receipt of Schedule Bank, guaranteed by the Reserve Bank of India, as Security deposit. If I/we fail (a) to sign the agreement, and (b) to commence the work within the time period, as per the agreement, I/we agree that NITS or its successors, in office, shall, without prejudice to any other right or remedy, be at liberty to forfeit the said security money absolutely, otherwise said earnest money shall be retained by NITS towards Security Deposit.

(ii) to execute the awarded works(as referred to in the tender documents), as per the terms and conditions contained or referred to therein and to carryout works as per agreement & work order and as would be instructed by the In-charge, cleaning, NITS, at the rates quoted in the tender document.

Signature of Witness:

Address:

Occupation:

bidder(s)

Date:

Full name:

Signature of the

(Above certificate shall be drawn on contractor's letter head and shall be placed on a separate sealed cover as mentioned.)

Signature of the Firm / agency

**2. Certificate by the engineer in charge of NITS**

(After verification of the complete document & the quoted price schedules)

This is to certify that the complete tender document has been checked with regard to:

- (i) its conformity with that of the original copy circulated from the estate section,
- (ii) Correction/overwriting made by the bidder in the submitted price schedules and recorded on each of the pages.
- (iii) Conformity of the quoted prices with the relevant clauses specified in terms and conditions.

Additional observations on above are given below:

- i)
- ii)

This tender is recommended/not recommended for evaluations.

Date:

Signature of the engineer in charge

Signature of the Firm / agency





**3. AGREEMENT:**

This Agreement is made and entered into this day of ..... by and between the bidder/Agency and NITS.

Whereas National Institute of Technology Silchar is to obtain services of the Agency in the form of Annual maintenance (Civil) as stated in the tender document.

And Whereas Agency is engaged in the similar type of business represents that it has adequate resources and fully trained personnel and is willing to carry out and perform aforesaid job together with such personnel, highly specialized in similar jobs, and submitted its tender dated .....

Now therefore this agreement witnesses that in considerations of the covenants herein, it is hereby agreed as following:

And whereas the Agency has deposited Rs. 10,000.00 only in the shapes of FD no. .... drawn on the bank of ..... Silchar, as earnest money, duly pledged for the Director, National Institute of Technology, Silchar, for due and faithful performance of the contract and has further agreed to execute the said work, at rates quoted in the tender, according to all terms & conditions of contract, here in after will be referred to as the agreement document.

In witness whereof the parties have respectively set their signatures in the presence of witness:

Signature of the Bidder(s)/Contractor(s)

For and Behalf of National Institute of Technology, Silchar

Name-

Father's name -

Address-

- 1. Witness:
  - Signature-
  - Name-
  - Father's Name-
  - Address-

- 2. Witness:
  - Signature-
  - Name-
  - Father's name-
  - Address-

Signature of the Firm / agency

**SECTION-5****I. Profile and Details of Tendering Company**

The House keeping Agencies are required to furnish the following information.

1	Name of the tendering Agency:	
2	Postal Address	
3	Name of the contact Person(s) with address and contact number:	
4	Name, Designation and address of the person(s) authorized to sign on behalf of and responsible to the bidding tendering agency	
5	Other information:	
6	Fax no. of the tendering agency	
7	Email address of the Tendering Agency:	
8	Website address, if any:	
9	Sample signatures of the contractor	
10	Place of headquarters of the tendering agency:	
11	Date of Establishment	
12	Date of registration with Govt. and Registration no., if any: (attach a certificate copy)	
13	PAN No. of the Firm / Societies (attach a certificate copy)	

Signature of the Firm / agency

14	E.P.F registration no. (attach a certificate copy)	
15	Valid Labour License. (attach a certificate copy)	

**II. Bank details**

1	Name of the Bank	
2	Postal Address with phone no.	
3	Account No.	
4	IFSC Code.	

**III. Major Contract Handles:**

Sl . No.	Name of the Institution	Period	Completion Certificate

Signature of the Firm / agency



**IV. CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**

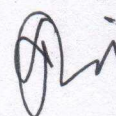
Name &amp; address of the Client:

Details of works executed by:

1.	Name of work brief particulars	
2.	Work order No.	
3.	Date of commencement of work	
4.	Stipulated date of completion	
5.	Actual date of completion	
6.	Details of compensation or levied for delay, if any	
7.	Tendered amount if any	
8.	Completed gross amount of the services	
9.	Name and address of the authority under whom works executed	
10.	(i) Quality of Service (indicate grading) (ii) Amount of work paid on reduced rate basis, if any	: Out Standing/V. Good/Good/Poor : Yes / No
11.	(i) Did the Agency go for arbitration? (ii) If yes, total amount of claim (iii) Total amount awarded	: Yes / No
12.	Comments on the capabilities of the contractor (a) Technical Proficiency (b) Financial Soundness (c) Mobilization of manpower (e) General behaviour	: Out Standing/V. Good/Good/Poor : Out Standing/V. Good/Good/Poor : Out Standing/V. Good/Good/Poor : Out Standing/V. Good/Good/Poor

**Executive Engineer**

Signature of the Firm / agency



**FINANCIAL BID**

- 1. NAME OF WORK. : Supply of daily wages labour through outsourcing agency for Estate Maintenance work (Civil work).
  
- 2. SECURITY DEPOSIT : Rs. 10,000.00
  
- 3. DURATION : 6 MONTHS

Signature of the Firm / agency



**PRICE SCHEDULE**

**Name of work:** Supply of daily wages labour through outsourcing agency for Estate Maintenance work (Civil work).

Period of Execution: 6 Months

**Price Schedule**

Sl. No.	Item Description	Unit	Quantity	Rate	EPF	GST
1	Skilled labour	Day	As per requirement of the Institute from time to time	As per approved VDA wages	EPF @ 13.00%	GST @18.00
2	Semiskilled	Day	Do	Do		
3	Unskilled labour	Day	Do	Do		
4	Service Charge (Which includes group insurance, tools, contractor profits etc) in %					

**Signature of the Agency**

Signature of the Firm / agency

