



NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI - 620 015,
TAMIL NADU , Web site: www.nitt.edu

NOTICE INVITING TENDER FOR HIRING OF MAN POWER FOR THE OPERATION OF ELECTRICAL SUBSTATION AND ALLIED ELECTRICAL SYSTEMS (ON OUTSOURCED BASIS)
Estate Maintenance Department (Electrical Maintenance Centre) – NITT

BID SYNOPSIS

Tender Reference Number and date	NITT/EMD/EMC/AE(E)/Outsource-HOM/Enq.No.09/2018 dated 09.07.2018
Brief Description of the Tender	Tender for Hiring of Manpower / Human resources for Operation of 11/0.433 kV Substations with D.G. Sets, 11 kV Ring Main Units and Maintenance of Solar Power plants, Attending fuse of calls and other panels connected to the system (on outsourcing basis) for a period of one year.
Type of Tender	Two Bid System
Web site address for downloading the tender document	The tender document can be downloaded from our website www.nitt.edu
Earnest Money Deposit (Refundable)	Rs. 51,573/- (Rupees Fifty One thousand Five Hundred and seventy three only) in the form Demand Draft drawn in favor of The Director, NITT.
Date of Pre bid meeting	Friday 27th July 2018 at 11.00 A.M (Venue: A-11 Hall of the Administrative Building, NITT)
Last date and time for receipt of tender	Friday 03rd August 2018 up to 3.00 P.M
Mode of submission of Tender	By Speed Post/ Register Post/ Courier or through Hand delivery at the NITT Main Office
Date, time and venue Opening of Tender	Friday 03rd August 2018 up to 3.30 P.M
Date and time of opening of Price bids	After evaluation of technical bids, the date, time and place of opening of the Price bid will be intimated to technically qualified bidders.
Address for submission of Tender	The Director, National Institute of Technology, Tiruchirappalli-15, Tamil Nadu With a kind attention to: Mr.C.Nallathambi, (AE/ Elect), Estate Maintenance Department, Electrical Maintenance Centre, NITT
Procedure for submission of Tender	Envelope 1: EMD Bid Envelope 2: Technical Bid Envelope 3: Price Bid Envelope 4: Larger Size Outer Envelope (Wrapper) containing Envelope 1, 2 and 3
Performance Security Deposit	10% of the contract value
Contact Person for Technical queries	Mr.C.Nallathambi (AE/ Elect), Electrical Maintenance Centre, NIT, Trichy, Phone: 0431 250 3840 Mail ID: thambi@nitt.edu

Notice Inviting Tender

National Institute of Technology, Tiruchirappalli (NITT) invites sealed tenders from reputed Manpower Hiring Agencies for outsourcing the operation of 11/0.433 kV Substations with D.G.Sets, 11 kV Ring Main Units, attending fuse of calls and Maintenance of Solar Power Plants . The duration of the contract initially for a period of one year and extendable maximum two years, based on the satisfactory performance and at the discretion of the NITT Management.

SCOPE OF WORK

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

1. Operation and maintenance of 11kV RMU, 11 kV/433 V Substations& allied equipment's, DG Sets.
2. Operation and Maintaining Solar power plants
3. Attending emergency works
4. Attending power failure complaints & emergency complaints
5. Receiving, issuing & attending of fuse of complaints
6. Keeping power houses, DG Sets and equipment's neatly
7. Logging and Maintaining of ledger / records /check lists
8. Issue of Line Clearance as per the Engineer in charge instruction.
9. Under emergency, immediate attention on faults in SS and restoration of power within reasonable time.
10. During maintenance the Successful bidder should engage the Supervisory Competency Certificate holder in Electrical for supervision
11. Other works assigned by the Engineer in charge

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

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

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

1. Receiving Station, Main Power House new & old
1. Main Sump, Boys & Girls Hostel Substation, KV School Substation, 12th St Substation, Quarters Substation and professors Quarters Substation.
2. All dept., Hostel buildings, Messes, Quarters, Thuvakudy Annexure buildings, pump houses and Shops etc.

SECTION 1 : INSTRUCTION TO BIDDERS

1. Definitions:

- i. 'The purchaser' means the Department of Estate Maintenance Department/Electrical, National Institute of Technology.
- ii. 'The bidder' means the individual or firm or the Company who participates in this tender and submit its bid.
- iii. 'The supplier' means the individual or firm or the Company providing services under the contract.
- iv. The Services means all the Services, which the supplier is required to provide Manpower under the contract.
- v. Letter Of Intent (LOI) means the written communication to the successful bidder of the intention of the purchaser to accept the tender as per the terms & conditions contained & referred to there in.
- vi. The Purchase Order means the written order placed by the purchaser on the supplier signed by purchaser including all sections incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- vii. 'The contract Price' means the price payable to the supplier under the purchase order /work order for the full & proper compliance of his contractual obligations.
- viii. The records, terms & expressions not specifically defined herein or in the tender documents, shall have the same meaning assigned to them, as the case may be. The Head notes are for guidance only & shall not affect the interpretation or construction of any provision thereof in the tender documents.
- ix. Date of receipt of communication of purchase order will be taken as actual date of receipt or 7 days from date of dispatch in case of postal delivery; whichever is earlier unless specifically mentioned.

2. Services to be provided: As per below

Sl. No	For	Post	Number of workers required	Category
1	Substation Operation	Substation operator	3	Highly skilled
2	Maintenance	Technical Assistant/Electrical	3	Highly skilled
3	Maintenance of AC units	HVAC Technician	2	Skilled
4	Solar Power Plant Operation and Maintenance	Solar Plant Operator	2	Skilled
	Total requirement		10	Highly skilled- 6 and skilled - 4

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

3. Age & Educational Qualifications for workmen to be deployed.

Sl. No	Name of the Post	Age Limit	Educational Qualification and Experience
1	Substation Operator	21-35	1. Degree / Diploma in Electrical and Electronics 2. Practical Experience of 1 year in Operation and Maintenance of substation preferable with Electrical Competency Certificate
2	Technical Assistant/ Electrical	21-35	1. Diploma /BE in Electrical and Electronics Engineering, Computer Science Engineering 2. Experience in planning, panel Design, layout preparation, Estimation and maintenance of DG sets and breakers preferable. 2 years' experience in AutoCAD Essential
4	HVAC Technician	21-35	NTC/NCVT/Diploma in R&AC with 2 Years Experience
6	Solar Plant operator	21-35	1 ITI /Diploma (any trade) with one Year experience in solar plant operation and maintenance. 2. ITI (any trade) with experience in solar plant operation and maintenance.

4. Eligibility/Prequalification Criteria

- i. The tendering Company / Firm / Agency should be registered with appropriate registration authorities, as given below:-
 - a. The bidder should possess a valid Electrical Contractor's license grade **EA or higher grade** license issued by Tamilnadu Electrical Licensing board. If he possesses any other license issued by other State Governments, the same has to be endorsed by Tamilnadu Electrical Licensing Board.
 - b. Under Indian Companies Act or any other Act as applicable.
 - c. Labour License, if applicable as per Labour Laws
 - d. Goods and Service Tax e. EPF f. ESI
- ii Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost. (Rs.7.73 Lakhs)
- iii. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - Three similar completed works costing not less than the amount equal to 40% of the estimated cost. i.e. Rs.10.31 Lakhs **(or)**
 - Two similar completed works costing not less than the amount equal to 50% of the estimated cost. i.e. Rs.12.89 Lakhs **(or)**
 - One similar completed work costing not less than the amount equal to 80% of the estimated cost. i.e. Rs.20.62 Lakhs.

Definition of "similar work" Similar work under this clause means deployment of experienced personal in Electrical Switching Operations, Air conditioner maintenance, Multitasking/Office Assistants etc.to Public Sector Companies/Banks/Government Departments/Educational institutions/Corporates. Necessary documentary proof like completion certificates in case of work carryout for government departments and TDS in case of works carried out for private parties should be enclosed in addition to the completion of certificates. etc. as on 01.07.2018 within the last 3 years.

5. Cost of Bidding

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

6. Documents comprising the bids.

Procedure for sealing and marking of bids: The Tender / Bid Cover shall contain the following:

- a. **FIRST envelope** should contain the Earnest Money Deposit and Cost of Tender Document. The envelope should be sealed and super scribed as “EMD COVER”.
- b. **SECOND envelope** should contain the Technical Bid (**Annexure –I**) along with enclosures desired in the Tender document. This envelope should be sealed and super scribed as “**TECHNICAL BID**” Cover. The following documents shall be submitted along with the technical bid form
 - ◆ Self-attested copy of certificate of **Incorporation and/or valid Shop & Establishment Registration Certificate**, as applicable.
 - ◆ **Self-attested copy of Article/Memorandum of Association** or Partnership
 - Deed or Declaration stating that the firm is a proprietary concern as the case may be, of the Company/Firm/Agency in respect of clause 3(i)(a).
 - ◆ Self-attested copy of **labor license of the Company/Firm** or Declaration regarding **exemption/non-applicability of labour license** quoting relevant clause(s) of Labour Laws duly notarized on Rs.100/-stamp paper.
 - ◆ Self-attested copy of **PAN/GIR card** of the Company / Firm / Agency in respect of clause 3(i) (c).
 - ◆ Self-attested copy of the **Goods and Service Tax** of the Company / Firm / Agency in respect of clause 3(i)(d).
 - ◆ Self-attested copy of the **EPF Certificate** of the Company / Firm / Agency in respect of clause 3(i) (e).
 - ◆ Self-attested copy of the **ESI Certificate** of the Company / Firm / Agency in respect of clause 3(i)(f).
 - ◆ Self-attested copy of **experience certificates**, work orders etc. establishing at least one year’s experience (within the last 3 years) of providing manpower services to Public Sector Companies, Banks, Government Departments etc. in respect of clause no. 3(ii).
 - ◆ Self-attested copy of the audited **profit & Loss account statement** of the Company/Firm/ Agency for the last 3 financial year with a minimum turnover of Rs. 7.73 lakhs.
 - ◆ Certification regarding near relatives as per **Annexure-III**. In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all the Directors of company.
 - ◆ Tender document duly signed and stamped on all pages.
- c. **THIRD envelope** should contain the Price Bid. This envelope should be sealed and super scribed as “PRICE BID” Cover.

All the above mentioned THREE SEPARATE ENVELOPS are to be sealed and kept in one single Larger size outer envelope (FOURTH envelope) which should also be sealed and super scribed.

d. Each of the **FOUR ENVELOPS** shall be super scribed with following details:

Tender reference Number NITT/EMD/EMC/AE(E)/Outsource-HOM/Enq.No.09 /2018 dated 09.07.2018 for supply of Manpower
Due date of tender 03.08.2018 and time 3.00 P.M
Name of the Department inviting this tender Estate Maintenance Dept./Electrical
Name and Complete address of the Bidder
.....
.....
.....

- e. If all the **THREE** inner envelops and the **ONE** outer envelope (i.e., larger envelope) are not sealed and marked as instructed, NITT will assume no responsibility for the misplacement or premature opening of any of the envelope. An envelope opened prematurely will be rejected.
- f. There shall **NOT** be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or, the price bid is enclosed in the envelope super scribed, “Technical Bid”, the bid document will be summarily rejected in the first instance itself. Any offer containing both the Technical bid and Price bids in the same envelop will also be out rightly rejected.
- g. The bidder is required to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all or any of the information required as per Bid document or submission of the bids not substantially responsive may result in rejection of the bid.
- h. A prospective bidder requiring any clarification on the Bid documents shall have to notify the purchaser in writing. The purchaser shall respond in writing to any such request which it receives not later than 03.08.2018.

7. Amendment to bid document

At any time, prior to opening of bid, NITT may, for any reason whether at his/her own initiative or in response to a clarification required by a prospective bidder, modify the bid document by amendments. Such amendments shall be notified on the website www.nitt.edu & these amendments will be binding on all the bidders.

8. Bid Price

- i. The supplier shall quote the price as per format enclosed (**Annexure II**).
- ii. Bids submitted with variable prices shall be rejected as a non-responsive bid.
- iii. The price quoted by the bidder shall remain firm during the entire period of the contract.
- iv. The unit prices shall be quoted with sufficient details to enable the purchaser to arrive at total prices of the services offered.

- v. Bids, offering rates lower than the minimum statutory wages for the pertinent category, will be rejected.
- vi. The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable or illogical rates.
- vii. **DISCOUNT“ if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount etc. into account.**
- viii. Bid Price shall be quoted exclusive of applicable taxes, duties, levies etc. Statutory taxes, duties, levies etc. applicable will be borne by the purchaser. However, at the time claiming, taxes, duties, levies etc. applicable should be specifically indicated in the bills. Copies of notifications issued by authorities concerned specifying applicability & rates should be submitted to the purchase along with the first bill and subsequently in case of any changes.
- ix. The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9. Earnest Money Deposit

- i. Earnest Money Deposit (EMD) of ₹ 51,573/- in the form of Account payee Demand draft or Bankers cheque drawn in favor of The Director, National Institute of Technology from any of the Commercial Banks.
- ii. Amount or amounts payable, if any, to the bidder or the bid security furnished by the bidder in respect of an earlier bid, shall not be adjustable against this bid.
- iii. The amount deposited as bid security shall carry no interest during the entire period it remains with Department of Telecommunications.
- iv. The Earnest Money Deposit of unsuccessful bidders will be discharged / returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.
- v. The Earnest Money Deposit of the successful bidder will be converted as part of performance guarantee.
- vi. The bid security shall be forfeited:
 - a. if the bidder withdraws his bid during the period of bid validity ; or
 - b. In the case of a successful bidder, if the bidder fails to sign the contract and/or fails to furnish performance bank guarantee (PBG) in accordance with the relevant clauses of the bid documents.
- vii. A bid not accompanied with EMD shall be summarily rejected as a non-responsive bid.

10. Filling-up of Bid Document

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

11. Evaluation

- i. All bids will be examined for responsiveness with respect to terms & conditions in the bid document.
- ii. Thereafter the evaluation will be done for substantively responsive bids only.
- iii. A substantively responsive bid is one that conforms to all the terms and conditions of the Tender Documents without any material deviations. The bids responsiveness shall be based on the contents of the bid itself without recourse to any extrinsic material.
- iv. A bid determined as substantively non-responsive shall be rejected.
- v. The bidder(s) shall not be permitted to make corrections after opening of bid to make such bid(s) substantively responsive.
- vi. The purchaser is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender and of allotting the quantities offered. The bidders shall supply the quantities as decided by the purchaser at the approved rates.

15.

- i. The purchaser may waive minor non-conformance or irregularity(s) in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of the bids.
- ii. Arithmetical error, if any shall be rectified in the following manner:
 - a. If there is a discrepancy between the that is unit price & the total price unit price obtainable by multiplying the unit price shall with quantity, the be corrected prevail & the total shall accordingly.
 - b. If there is a discrepancy between words & figures; the amount in words shall prevail. If there are errors in the calculations or rate of applicable Govt. levies, duties & taxes, the same will be corrected by the purchaser.
- iii. Only the applicants who fulfill the eligibility criteria as stated earlier shall only be evaluated further for the following criteria:-

1	Functional Strength	Maximum 30 Marks
2	Experience in similar nature of work during last five years	Maximum 30 Marks
3	Performance on Works	Maximum 20 Marks
4	Equipment, Tools and Tackles	Maximum 20 000Marks
	Total	Maximum 100 Marks

Note: To qualify, the applicant must secure at least 60% (Sixty percent) marks in aggregate. The Director, NIT, Trichy reserves the right to restrict the list of pre-qualified contractors to any number deemed suitable by it. Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

- Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the qualification document.
- Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

12. Commercial Evaluation of Substantively Responsive Bids:

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

13. Prebid Meeting

It is proposed to conduct a Pre - Bid meeting **Fridayday 27th July 2018 at 11.00 A.M (Venue: A-11 Hall of the Administrative Building, NITT)** National Institute of Technology, Tiruchirappalli-15. The purpose of the meeting is to clarify our requirements and to answer the questions of the prospective bidders on technical bid and commercial terms and conditions of this tender.

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

Any modification of the bidding documents which may become necessary as a result of the Pre bid meeting shall be made known to all the prospective bidders by

the Selection Committee through a notification of amendment in the website of the NITT. No clarifications will be entertained beyond the date of pre bid meeting. No extension of time will be given for submission of tender on any account, beyond the last date for submission of tender.

SECTION 2 : GENERAL CONDITIONS OF CONTRACT

1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified in tender document.

2. Period of validity of bids:

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

3. Cancellation of bids:

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

4. Contacting the Purchaser

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

5. Award of Contract

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

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

7. Annulment of Award

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

8. Signing of Contract

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

9. Performance Security Deposit

The successful tenderer will have to execute a Performance Bank Guarantee (PBG) **Annexure-IV** within 15 days of the issue of the formal order, for a sum equivalent to 10% of contract value. The PBG should remain valid for a period of 90days beyond the date of completion of all the completion of all the contractual obligations of the supplier. PBG will be discharged after three months (from the end of contract) after compliance of contractor's performance obligations under the contract.

- ii. If the agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the PBG shall be realized without giving any further notice.
- iii. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for the NIT Trichy to realize either whole or any part of PBG furnished by the bidder as compensation for any loss resulting from such failure.
- iv. In case of breach of any terms and conditions attached to this contract, the PBG of the agency will be liable to be realized besides annulment of the contract.

10. Extension of Contract Period.

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

11. Right to vary Quantities

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

12. Payment Terms

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

13. The contractor must ensure that entitled wages of the workers are credited to their bank account on the last working day of the month. Contractor shall not enjoy any relaxation in this matter. While submitting the bill, the successful bidder must file a

certificate certifying the following:

1. Wages of the workers were credited to their bank account on (date) (proof enclosed)
2. ESI Contribution relating to workers amounting to Rs-----was deposited on (date) (Copy of the Challan enclosed)
3. EPF contribution relating to workers amounting to Rs. ----- was deposited on (date) (Copy of the challan enclosed)
4. Compliance to all statutory requirements including those under Labour Laws, Minimum wages act etc.,

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

15. Delays in Supplier Performance

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

16. Liquidated Damage Charges:

The selected agency shall immediately provide a substitute in the event of any person leaving the job due to any reason. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs.200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis

17. Termination of Contract:

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

18. Termination for insolvency:

NITT may also by giving written notice and without compensation to the

contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

19. Force Majeure:

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

20. Resolution of disputes & Arbitration:

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

21. Set Off

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

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

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

22. Right to Cancel the Contract.

- a. The purchaser shall have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one month's notice.
- b. The purchaser shall have the right to cancel the contract & realize the PBG if subsequently it is found that the approved contractor is a near relative of a Government servant employed in NIT or any of its subsidiaries.

23. Tenderers whose near relatives are employees of NIT, Trichy or its subsidiaries are not eligible to participate in this tender. Near Relatives in relation to a Government Servant includes:-

- a. Members of a Hindu Undivided Family,
- b. They are husband and wife,
- c. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
- d. A declaration to this effect is required to be enclosed with the technical bid. Format for declaration is at **Annexure-III**.

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SECTION 3 : TENDERING PROCESS

1. The tender document and terms and conditions can be downloaded from our website www.nitt.edu.
2. Through Demand Drafts, the bidder is required to furnish **Rs. 51, 573/- (Rupees Fifty One thousand Five Hundred and seventy three only towards Earnest Money Deposit)**.
3. Without EMD of Tender Document, the technical bid will not be opened and the tender will be rejected summarily.
4. The sealed tender should be submitted on or **before 03rd August 2018 up to 3.00 P.M** through Registered Post or Speed Post or hand delivery and addressed to the Director, National Institute of Technology, Thuvakkudi, Tiruchirappalli-15, Tamil Nadu, and India. **[Kind Attention: Mr.C.Nallathambi (AE/ Elect), Estate Maintenance Department, Electrical Maintenance Centre, NIT, Tiruchy.**
5. At the first stage, the envelope containing EMD amount of Tender document will be opened and at the second stage the envelope containing Technical Bid will be opened on **03rd August 2018 up to 3.30 P.M** in the presence of the bidders or their authorized representatives, who choose to be present at the time of opening.
6. At the time of opening of Tender, the names of those who have submitted their offers along with the details of their remittance of EMD of Tender Document will only be read out and no other information/ details whatsoever will be shared at this stage.
7. If in any case, unscheduled holiday occurs on prescribed closing/ opening date, the next working day shall be the prescribed date of closing/

- opening.
8. Subsequent to evaluation of technical bids, price bids of the technically acceptable offers will be opened for further evaluation and ranking for award of the contract/ purchase order. The date of price bid opening will be intimated to the bidders of technically qualified bids.
 9. The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender.
 10. The Tender document consisting of Technical Bid and Price Bid should be submitted in the Prescribed Format only.
 11. The bidders are not allowed to make addition or alteration in the Technical or Price Bid. Each and every page of the submitted bid shall carry the page numbers.
 12. All pages of the tender document should be signed by the person or persons duly authorized to sign, on behalf of the bidder along with the official stamp of the bidder.
 13. No paper / page shall be detached and No addition or alternation should be made in the tender document. Conditional tender, late and delayed tender will not be accepted/ considered.
 14. Printed condition at the back of the letter or bid from the tenderer will be ignored. If it is desired to apply any particular condition to tender, the same must be clearly brought out in the body of the bid/ tender itself.
 15. The NITT shall not be responsible for any postal delay in receipt of the offer. Tender should be properly sealed.
 16. The NITT will not be responsible for pre mature opening of the tenders.
 17. The offers submitted by telex/telegram/fax/ E-mail etc. Shall not be accepted and will be summarily rejected.
 18. Offers should be clearly written or typed without any cutting or over writing. All cutting / over writing must be initialed and stamped. Bidders must confirm the acceptance of all the terms and conditions of the tender.
 19. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.
 20. Any non-acceptance or deviations from the terms and conditions must be CLEARLY mentioned. However, bidder must note that any conditional offer or any deviation from the terms and conditions of this tender may render the bids liable for rejection.

SECTION 4 : CONTRACT SPECIFIC TERMS AND

CONDITIONS

1. Daily attendance of the Staffs shall be maintained by the Contractor and the Contractor shall make it available to Engineer-in-Charge of EMC/NIT, Trichy for inspection as and when required.
2. The deputed staff shall ensure the presence of duty in time by registering their finger print in the smart attendance system installed at the Main Power House.
3. **Normal Working Hours (all days)**
 - Normal Shift working hours :24X7X365 days
 - First Shift** : 06:00 AM to 13:00 Hrs.
 - Second Shift** : 13:00 to 21:00 Hrs.
 - Third Shift** : 21.00 to 06:00 Hrs.
 - General Shift:** 08.30 to 17:30 Hrs. on all working days except Sunday.
4. **Duration of the Contract:** The contract is initially for a period of one year. The contract will be reviewed yearly, and may be extended for a maximum period of 2 more years, purely based on the discretion of the NITT management.
5. **Bids offering rates which are lower than the minimum wages (as indicated in the commercial bid) for the pertinent category would be summarily rejected.**
6. **Termination:** The contract may be terminated before the expiry of contract period owing to deficiency in service or substandard quality of the service provided by the successful bidding Company / Firm /Successful bidder. Further, NITT reserves the right to terminate contract at any time by giving **two months (60 days)** notice to the successful bidder.
7. **Subletting:** The bidder shall not be allowed to transfer, assign, or sub-contract its rights and liabilities under this contract to any other successful bidder without the prior written consent of NITT.
8. **License:** The bidder shall obtain and produce license under the “The contract Labour (Regulation &abolition Act 1970) from the labour department if applicable.
9. **Registers:** The bidder shall maintain and if necessary submit to the Institute

for inspection on demand the records such as Muster roll, Payment register etc.

10. **Breach of Contract:** The bidder will be bound by the details furnished by them to NITT, while submitting the bid or at subsequent stage. In case, if, any of such document/s furnished by the firm is found to be false, it would amount to breach of terms of contract and the successful bidder is liable for legal action besides termination of contract.
11. The bidder shall ensure that the manpower / human resources deployed at NITT conform to the standards prescribed in the Tender Document.
12. **Disciplinary action:** In case, the manpower / personnel employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the selected successful bidder shall take appropriate disciplinary action against such personnel immediately being brought to his notice, failing which it would amount to breach of contract and may lead to termination of contract.
13. **Identity card:** The bidder shall provide identity cards to the personnel deployed at the Institute having the photograph of the personnel and personal information such as name, designation, address and identification mark etc. attested by the Security officer at the Institute.
14. **Confidentiality:** The bidder shall ensure that any information related to Research, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by their personnel deployed at the Institute.
15. The bidder shall ensure proper conduct of its personnel at Institute campus, and do not indulge in consumption of alcohol/ smoking while on duty
16. **Facility:** NITT is not liable at any stage to provide accommodation, transport, food, medical and any other requirement of their personnel deployed at the Institute.
17. NITT reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving notice or assigning any reason The Director, NITT is the final authority for settling any disputes and the decision of the Director in this regard shall be final and binding on all.
18. The manpower / human resources deployed by the successful bidder shall be required to work in 3 shifts of 8 hours duration on all seven days in a week with staggered weekly off.
19. The human resources deployed shall be required to report for work at

specified shift hours and remain in the designated post till the end of the shift. In case, any post is vacant on any shift/day the wages for that shift/day shall be deducted.

20. The duty hours should not exceed eight hours at a stretch. Continuous shifts by the same person are not allowed and no post should remain unmanned. Odd duties/shifts may be required according to exigencies, which are to be provided by the successful bidder.
21. **No accommodation will be provided on the campus for the successful bidder personnel and the successful bidder shall make its own arrangements.**
22. The Manpower service Provider shall furnish to NITT the full particulars of the personnel deputed including details like name, fathers' name, age, photograph, permanent address, Mobile No and they will also ensure the verification of the antecedents of such personnel the requisite academic / technical qualifications and experience for rendering the services of NITT. Any violation of discipline or irregularity in attendance or indulgence in misconduct on the part of personnel deployed shall be immediately withdrawn as per the instructions of the Director, NITT.
23. The bidder shall ensure good behavior, conduct, application and discharge of duty of personnel engaged by him.
24. The human resources of the bidder shall perform their duties effectively and diligently in accordance with the general procedure laid down by the Institute from time to time to uphold the dignity of the Institute.
25. The bidder shall give a notice of 3 months (90 days) before withdrawing their services from the Institute during the contract period.
26. The bidder shall ensure that the human resources deployed at the Institute are solely deployed only at the Institute, and shall not be shared across organizations.
27. **Recruitment :**
 - The Successful contractor shall place advertisement in newspaper/ Televisic
 - The candidates will be interviewed by NIT, Trichy Officials.
28. The bidder shall not involve in any bribery or other unethical activities with anyone employed at the Institute. The involvement in any such activity shall entail a penalty of Rs. 10,000/- for each such incident.

29. If the bidder fails to provide services to the satisfaction of the Institute on any of the above counts, the same will be communicated to the successful bidder in writing. If three such notices are issued to the successful bidder, the contract will be terminated and the successful bidder shall forfeit the Performance Security. Arrangement made with the Manpower Service Provider for engaging personnel, would not entitle any of those personnel for regular or contract appointment at NITT for any post at any point of time.

SECTION 5: LEGAL TERMS AND CONDITIONS

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

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

ANNEXURE - I

FORMAT FOR SUBMITTING TECHNICAL BID (To be submitted in a separate sealed envelope-2)

Sl. No.	Description	Information/ Compliance	Pg.no
1.	Do you unconditionally agree with all Terms and Conditions stipulated in the Tender Document? (Yes/No)		
2.	Details of EMD remittance Note: The bidders registered with NSIC Certificate are exempted from EMD remittance.	Amount: Rs.: DD Number : Date : Name of Bank : Payable at :	
3.	Full address of Regd. Office Telephone No. Fax No. Email Address		
4.	Year of Establishment / Incorporation / commencement of Concern		
5.	Registration/ Incorporation Particulars (Please attach attested copies of documents of registration/ incorporation of your firm/ Company as required under business law)		
6.	Legal status / Constitution of the Bidder (a) Sole Proprietor (b) Partnership (c) Private Limited Company (d) Public Limited Company (e) others Please attach self-attested documentary proof		
7.	Details of License obtained from the Licensing Authority (Attach Self-attested Xerox Copy) EA <input type="checkbox"/> ESA <input type="checkbox"/>	License No: Valid till :	
8.	Profile containing name, educational qualifications, occupation and postal address of Proprietor / Partners/ Directors/ Managing Director/ Chairman and Managing Director (please use separate sheet if found necessary)		

9.	Name, designation and Phone number of persons authorized to sign the documents on behalf of the Proprietary concern/ Partnership Firm/ Private or Public Limited company (Please attach Power of Attorney / authorization for signing the document. In the case of Proprietary concern bidder may submit attested copy of the PAN card / Election Commission Card / Passport of the Proprietor and authorized signatory in case of proprietor is not signing the tender document)		
10.	Name and Designation of the Contact Person/ Representative/ Manager of the Successful bidder/ firm/ company with mobile number & email ID		
12	Annual Turnover from Manpower / personnel Services during the last three years. (Copy of the Annual Accounts duly certified by the Chartered Accountant to be enclosed)	Year	Annual Turnover of the bidder from Manpower Services (Rupees in Lakhs)
		2015-16	
		2016-17	
		2017-18	
13.	Average Annual Turnover in last three years from Manpower / personnel hiring Business	Rs. _____ in lakhs	
14.	Are your firm/ company carrying out any other trade/ business in addition to Manpower / personnel hiring services? Furnish particulars of other trade/ business carried out.		
15.	Total experience (years/ months) in this field		
16.	Have your concern/ firm/ company ever changed its name any time? If yes, provide the previous name and the reasons there for?		
17.	Were the company /firm ever required to suspend Manpower / Personnel hiring services for a period of more than six months continuously after you commenced the Manpower Services? If yes, state the reasons.		
18.	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.		
19.	Income Tax Permanent Account Number (Self attested Copy of PAN Card to be enclosed)		

20.	Income Tax Assessment Completion Certificates/ Assessment Orders for the financial years 2015-16, 2016-17 and 2017-18 (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reasons for non-completion of the assessment for the required years may be indicated)		
21.	Have you registered under Employees State Insurance Corporation Act (ESI) Act? If so, enclose copy of the registration certificate. Also provide a copy of latest remittance made by your successful bidder/ firm/ company		
22.	Have you registered Under Employees Provident Fund (EPF) and Miscellaneous Provisions Act? If so, enclose copy of the registration certificate. Also provide a copy of the latest remittance, if any, made by your firm towards EPF.		
23.	Goods and Service Tax Registration Number (Self attested Proof to be attached).		
24.	Name and address of your banker		
25.	Brief details of Litigations, if any, connected with Manpower Hiring Services work, Current or during the last three years, the opposite party and the disputed amount.		
26.	Specify whether there are any issues / disputes against your successful bidder/ firm/ company before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities, etc.,		
27.	Give details of Termination of previous contract, if any		
28.	Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved		
29.	Any other information, document which may help NITT in assessing your capabilities, may be enclosed .The bidder may add any further information that he considers relevant for the evaluation of their bid.		
30.	Details of quality certifications, if any, obtained viz		
31.	Details of Awards, if any received or Reviews in the Media, if any		
32.	Details of ONGOING CONTRACTS : The following should be enclosed: (a) Work Orders and Contract/ Agreement copies (b) Attach separate sheet for each job/ work		

Serial No.	Name and address of the client Institution with name, address, mobile number and Email ID of the Officer to whom reference may be made.	Nature or type of Manpower hiring Services (viz., Hiring Services to educational institutions, Factory, etc.,)	Work order Value (Rs.)	Number of workmen / personnel deployed	Period of contract		
					From	To	
33.	Details of COMPLETED CONTRACTS during the last three Years: (a) Order Copy, Contract/ Agreement copy should be enclosed. If required, please attach extra sheets. (b) Attach separate sheet for each job/ work						
Serial No.	Name and address of the client organization with name, address, mobile number and Email ID of the Officer to whom reference may be made.	Nature or type of Manpower Hiring Services (viz., Manpower Hiring Services to educational institutions, Factory, etc.,)	Work order Value (Rs.)	Number of workmen and personnel deployed	Period of contract		
					From	To	

DECLARATION BY THE BIDDER

- ✓ I/ we hereby certify that the information furnished in this tender document is complete and correct to the best of my knowledge. I/ we understand that furnishing of false information could result in disqualifying for the award of the contract.
- ✓ I/ We have submitted the requisite solvency certificate and authorize the NITT to

- approach the Bank issuing the solvency certificate to confirm the correctness thereof.
- ✓ I/ We also authorize the NITT or its authorized representative to approach individuals, employers, firms and corporation to visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.
 - ✓ I/ We do hereby offer to perform and execute the Manpower Hiring Services contract in conformity with terms and conditions of the contract.
 - ✓ I / We agree that the acceptance of any tender shall be at the sole and absolute discretion of the NIT, Trichirappalli and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.

Place:

**Signature of the bidder with Name
and seal**

Date:

Name

Designation

Seal

CHECK LIST AND IMPORTANT DATES FOR BIDDERS
(To be enclosed with the Technical Bid)

No	Particulars	Compliance – Wherever applicable indicate page number
1	Whether a Demand Draft for EMD (Rs. 51,573/-) has been submitted in a SEPARATE ENVELOPE ?	
2	In respect of Bidders who are seeking exemption from EMD amount of Tender Document, whether a registration certificate with NSIC has been furnished? What is the validity period for the certificate? Does the certificate hold good for job tendered in our notice inviting tender?	
3	Whether Technical Bid along with ANNEXURES is kept inside a SEPARATE ENVELOPE ?	
4	Whether Price Bid has been submitted in the format given in the tender?	
5	Whether the Price bid has been submitted under the Letter Head of the bidding firm/ company/ successful bidder?	
6	Whether the Price Bid has been kept inside a SEPARATE ENVELOPE and the said envelope is super scribed as per the instructions?	
7	Whether all the pages of the tender document (technical bid, its enclosures and Price bid) duly signed and stamped by the Authorized signatory?	
8	Whether the THREE SEPARATE ENVELOPES containing (a) EMD (b) Technical Bid and (c) Price Bid are placed and wrapped in a Larger Size Outer Envelope AND ALL THE FOUR ENVELOPS are sealed and super scribed as instructed?	
9	Whether the following documents have been enclosed with the Technical Bid: 1. Documents evidencing legal status of the bidder 2. Registration with Labour Department 3. Income tax PAN Number (Xerox) 4. Income tax Return Acknowledgement for the last three years. 5. ESI registration certificate and proof for latest remittances 6. EPF registration Certificate and proof for latest remittance 7. List of completed and ongoing Manpower contracts with performance certification from the clientele.	
	Important dates	
	Tender Notification date	09 th July 2018
	Pre bid meeting date and time:	Friday 27 th July 2018 at 11.00 A.M
	Last date for submission of tender.	Friday 03 rd August 2018 up to 3.00 P.M
	Date of opening of Technical Bid.	Friday 03 rd August 2018 up to 3.30 P.M

ANNEXURE - II PRICE BID

Name of the Bidder _____

S.No.	DESCRIPTION	<u>Ist Year</u>		<u>IInd Year</u>		<u>III rd Year</u>	
		HIGHLY SKILLED - 6	SKILLED - 4	HIGHLY SKILLED - 6	SKILLED - 4	HIGHLY SKILLED - 6	SKILLED - 4
		A	B	A	B	A	B
	<u>MONTHLY WAGE</u>	637+VDA16	579+VDA14	637+VDA16	579+VDA14	637+VDA16	579+VDA14
1	Basic wage for B grade city (Trichy) (26 days)	16562.00	15054.00	16562.00	15054.00	16562.00	15054.00
2	Variable DA (26 days)	416.00	364.00	416.00	364.00	416.00	364.00
	Sub- Total	16978.00	15418.00	16978.00	15418.00	16978.00	15418.00
3	ESI @4.75%	806.46	732.36	806.46	732.36	806.46	732.36
4	Bonus @8.33% (Rs.7000 and above whichever is higher)	1414.27	1284.32	1414.27	1284.32	1414.27	1284.32
5	EPF @13.15% <=Rs.15000	1972.50	1972.50	1972.50	1972.50	1972.50	1972.50
6	Total/ month	21171.00	19407.00	21171.00	19407.00	21171.00	19407.00
7	SERVICE CHARGES/ADMINISTRATION CHARGES/ESTABLISHMENT CHARGES/CHARGES TOWARDS PROVISION OF UNIFORM, UPKEEP OF UNIFORM, WAGES TOWARDS NATIONAL HOLIDAYS, ANY OTHER CHARGES AND PROFIT MARGIN (To be Quoted as a fixed amount for 26 shifts for 8hours)						
8	Total cost per head (Row 6 + Row 7)						
9	Total for (6 * HIGLY SKILLED) + (4 * SKILLED)						
10	Total cost per Year (Row 9 * 12 Months)						
11	Net total for labor component						
12	Grand Total for 3 Years (I+II+III)						
	In Words: Rupees						
Note: * GST extra as Applicable							

1. All columns are mandatory and, therefore, no row should be left blank if no charges are applicable, clearly state zero in the row.
2. The minimum Wages given in the row is, as on 1st April 2017. Variation in minimum wages due to VDA as and when notified by the government will be reimbursed by the NITT. Similarly, other statutory increase will also be considered.
3. As per statutory norms, the MAXIMUM PF per personnel is 13.15% <= Rs.15,000
4. As per statutory norms, Bonus payment will be calculated Rs. 7000 or higher whichever is maximum.
5. The total amount may be vary based on changes in Minimum Wages & VDA time to time by the Ministry of Labour & Employment, GoI.

ANNEXURE – III

DECLARATION REGARDING NEAR RELATIVES

I _____ Son/Daughter of _____
_____ a resident of _____

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

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

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

Signature with Name and Address

ANNEXURE – IV

BANK GUARANTEE FOR SECURITY DEPOSIT

1. THIS DEED OF GUARANTEE made this **First Day of Sep 2018** By **Name of Bank** in favor of **M/s.National Institute of Technology,Tamilnadu,Tiruchirappalli 620 015**, having its registered office at National Institute of Technology, Trichy - 620015.
2. WHEREAS Ms. National Institute of Technology (hereinafter called the "COMPANY") have placed work order(s) which are pending as on date and also proposes to place further work order(s) (hereinafter called the "CONTRACT" up to **31.08.2019** for Work order no **Hiring of Manpower/Human resources for operation of 11/0.433 kV Substation with D.G.sets, 11kV Ring Main units and Maintenance of solar power plants, attending fuse of calls and other panels connected to the system (on Outsourcing basis) Dated With (Name of the Contractor & Address)** (herein after called the "CONTRACTOR") and as per the terms of the contract, the company has issued/proposes to issue raw materials to the contractor to enable them to complete the work.
3. AND WHEREAS one of the conditions for placing such contract(s) is that the Contractor/ Supplier shall provide the Company a Bank Guarantee for **₹ 2,65,127/-** in lieu of cash and towards the security deposit for the raw materials supplied and to be supplied, in pursuance of the contract(s) already placed but pending as on date and the contract(s) to be placed from time to time up to **31.08.2019** and also for the satisfactory performance and completion of work/supply as per the terms and conditions of the said contract(s).
4. AND WHEREAS the Name of the Contractor approached the **Name of the Bank** and at their request and in consideration of the arrangement arrived at between the said Contractor **Name of the Contractor** and the said Bank.
5. We **Name of the Bank** do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of Inss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **₹ 2,65,127/-**

6. We **Name of the Bank** further assure that the Contractor/ Supplier shall be responsible for the safe custody and protection of the raw materials that have been supplied/and to be supplied by NIT under the contract(s) already placed but pending as on date and to be placed up to **31.08.2019** against all risks till they are delivered back as finished products to NIT as per the terms and conditions of the Contract or as they may direct and until such time, the Contractor/ Supplier shall hold the raw materials in trust for NIT and shall not alienate the same in any manner whatsoever by way of sale or mortgage or charge or hypothecation etc. in favor of anyone else including the bank herein or any other banks /financial institutions etc.

The raw materials shall always remain the property of NIT and the Bank shall indemnify NIT against the loss, damage or deterioration whatsoever in respect of the said raw materials while in the possession of the Contractor/Supplier. The raw materials of NIT shall always be open for inspection by any Officer authorized by NIT. The liability under this Guarantee is a continuing one covering all contracts already placed but pending as on date and to be placed up to **31.08.2019** and should any loss or damage occur on account of the breach of the terms and conditions of the said contract(s) by the Contractor/ Supplier or should any surplus raw materials become due to the Company under the Contract(s) and remains undelivered by the Company, the Bank shall indemnify the Company for the loss /damage for the value of raw materials for ₹ 2,65,127/- (Rupees Two lakh Sixty five thousand and one twenty seven only) and this is without prejudice to any other remedies which may be otherwise available to the Company by deduction from any sum due or any sum which at any time hereinafter become due from the Contractor/ Supplier under this or any other Contract(s).

7. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
8. We **Name of the Bank** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken force of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **31.08.2019** Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

9. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the **31.08.2019** we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s. NIT dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.

10. We **Name of the Bank** further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would but for this provision have effect of not so relieving us.

11. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

12. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealized.

13. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.
14. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.
15. We **Name of Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.
In witness whereof we **Name of Bank** have hereunto setout Bank Seal
the Sth Day Sep 2018.

Dated:

(Name of the Bank)

Note: This guarantee should be issued on non-judicial stamped paper, stamped in accordance with stamp act.

ANNEXURE – V

AGREEMENT

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

In February 2018 NITT has floated a Tender for hiring of Manpower / Human resources for Operation of 11/0.433 kV Substations with D.G. Sets, 11 kV Ring Main Units and Maintenance of Solar Power plants, Attending fuse of calls and other panels connected to the system (on outsourcing basis)”.

In response to which the SERVICE PROVIDER had submitted their bids and won the contract on L-1 basis. Work Order for commencement of the work was issued by NITT on 1st Sep 2018.

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

The terms and conditions of this contract are governed by the stipulations in the Tender Document and agreed to by the bidder in his technical and price bid.

- 1) That in pursuance of this agreement and in consideration of the payment as stipulated in this tender, the Service Provider shall provide 6 numbers of highly skilled manpower, 4 numbers semi-skilled manpower under the terms and conditions as laid down in the tender document and the same shall remain binding upon the Service Provider. Any change in requirement will be intimated at least 72 hrs.in advance over phone/email.

- 2) That the Service provider shall provide 6 numbers highly skilled manpower, 4 number Semi-Skilled man power as specified in tender document with their name, address and minimum qualification.

- 3) The Institution shall pay to the Service provider on monthly basis by A/C payee Cheque at the rate **Rs.653 per day for each Highly Skilled Staff, Rs.593 per day for each Semi-skilled Staff**. The VDA and wages may vary based on order received from the office of the Chief Labour Commissioner (C) act, New Delhi. The duty hours of the Manpower supplied shall be normally 08 hrs in a day. The rate includes all charges payable to the Service Provider as per accepted rates offered by him/them. The Institution Authority shall arrange to pay the proper bills raised by the Service Provider within 30 working days from the date of (herein after called the Service provider) submission of the bill by the Service Provider and subsequently accepted by the Institute Authority. Previous months EPF, ESI subscription deposit challan (along with details of each men's deposit and details) to be deposited with the bill of succeeding month.
- 4) The duration of the contract shall be of one year from **01.09.2018 to 31.08.2019** and the contract will automatically be terminated on **31.08.2019**. However, the Institution Authority reserves the right of extending the period of contract as its discretion on satisfactory services rendered by the Service Provider and the Service provider cannot claim any extension period as a matter of right. The extension (if any) will be in the same terms and conditions except for the reason of any change effected by GOI order.
- 5) Service Provider (manpower supplier firm) should be registered /licensed Service Provider (manpower supply firm), with Labour Department of any State Govt. /Central Govt. for the supply of highly skilled and Semi-Skilled labour.
- 6) The Payment(s) to be made to the Service provider are subject to deduction of taxes leviable by any Government as per rules from time to time and will be made after the completion of every month.
- 7) The Service Provider (manpower supplier firm) will be responsible for making the payment directly to the supplied manpower by 5th of each succeeding month.

- 8) The Service Provider (manpower supplier firm) shall make the payment to the supplied manpower by depositing payment in their bank accounts.
- 9) The contracting agency shall ensure that the manpower deployed in NIT, Trichy conform to the age, educational & technical qualification, and skill/experience as prescribed by National Institute of Technology, Trichy. Institute shall have the right to conduct a written/viva/practical test for all the men supplied by the manpower Service Provider to assess the competence of the supplied manpower.
- 10) The Service Provider (manpower supplier firm) should make suitable arrangement for supervision of the manpower supplied and other related works. It is the responsibility of Service Provider that the antecedents of the men deployed by them are verified by the local police.
- 11) The Service Provider (manpower supplier firm) shall be responsible for all injuries and accidents to persons employed by him. The workers shall be insured against personal accidents arising out of and during the course of their duties.
- 12) In the event of injury, illness or accidents to any worker, NITT will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen's Compensation Act.
- 13) The Service Provider (manpower supplier firm) shall have to engage the required number of manpower and incase required number is not available on any day, without proper and acceptable reason NITT can impose penalty on Service Provider(manpower supplier firm) as it thinks fit (minimum double the rate of minimum wages per day per men for each deficiency).
- 14) The Service Provider (manpower supplier firm) shall in no case pay its employees less than the minimum mandatory rates per day in accordance with the Minimum wages fixed by Central Government and a record of that should kept in a register, which may be made available for examination to NIT Trichy as and when demanded.

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

- 22) The Contract shall commence from the date of receipt of acceptance of the work which shall be accepted by the Service Provider (manpower supplier firm) within not more than 10 days from the receipt of order or 15 days from the date of said order, whichever is earlier and shall continue till one year unless it is curtailed or terminated by NITT.
- 23) If the Service Provider wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least 3 months failing which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement till the new contract is assigned to the other party.
- 24) If the Service Provider repeatedly violates the terms and conditions of the contractor or fails to supply required number of highly skilled, skilled, semi-skilled & unskilled manpower despite NITT having service him proper notices, the contract shall be liable to be terminated and security money so deposited shall be forfeited.
- 25) If case any damage or loss caused to NITT property by the manpower supplied is found, the same shall be charged from the Service Provider (manpower supplier firm). **It must be ensured by the Service Provider (manpower supplier firm) by submitting an affidavit on non-judicial stamp paper of Rs.100.00 stating therein that he will bear the loss of his own.**
- 26) The loss caused to NIT Trichy on account of negligence/derelection of duties by the employees of the Service Provider (manpower supplier firm), shall be established after a joint inquiry comprising the representatives of NITT and Service Provider (manpower supplier firm), and NIT Trichy shall be within its right to make it good from the Service Provider (manpower supplier firm).
- 27) The Service Provider (manpower supplier firm) shall replace immediately any of its personnel who are found unacceptable to NITT because of security risks, incompetence, conflict of interest, improper conduct etc.

upon receiving a notice from NITT. No association or trade union activities will be allowed by the manpower supplied by the agency.

28) The manpower Service Provider shall immediately provide a substitute in the event of any person leaving the job due to his /her personal reasons. The delay in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage @ double the minimum wages per day on the Service Provider (manpower supplier firm).

29) Normal Working Hours (All days)

Normal Shift working hours: 24X7X365 days

First Shift: 06:00 AM to 13:00 Hrs.

Second Shift : 13:00 to 21:00 Hrs.

Third Shift : 21.00 to 06:00 Hrs.

General Shift: 08.30 to 17:30 Hrs. on all working days except Sunday.

30) However, the timing may be changed at the discretion of NITT from time to time. In case of urgency/emergency, the worker can be deployed beyond normal duty hours, which shall be compensated either in monetary or leave form, also for job works and house keeping the suitable timing will be according to need. Shift duly personnel will be deployed as per the shift timings and for others it will be as per timings of concern departments/sections/central facilities Centre.

31) NITT will not be responsible for any dispute of manpower supplied, and the manpower so provided shall not in any way be the employees of NITT.

32) For all intents the Service Provider (manpower supplier firm) shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed in NITT. The persons deployed in NITT shall not have any claims of master and Servant relationship nor have any principal and agent relationship with or against the competent authority of the Institute.

- 33) In case of termination of this contract on its expiry or otherwise, the persons employed by the Service Provider (manpower supplier firm) shall not be entitled to and will have no claim for any absorption not for any relaxation for absorption in the regular/otherwise capacity in NITT
- 34) The required strength of manpower under various categories is indicative only. However, the deployment shall be as per actual requirement to be decided in consultation with the Service Provider (manpower supplier firm) and any increase/decrease in the actual deployed strength shall increase/reduce the payment to be made proportionately.
- 35) The highly skilled and semi-skilled manpower presently working in NITT on Daily Wage basis may be engaged by the Service Provider (manpower supplier firm) as per his own terms and conditions. NITT will in no way be responsible for the same.
- 36) In case of disputes for non-payment of wages to the supplied manpower or any other disputes, the payment due to the Service Provider (manpower supplier firm) can be withheld till the settlement of the disputes by NITT or on the orders of the Court of law.
- 37) Notwithstanding the above, NITT reserves the right to accept or reject any tender or reject all tenders at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever to the affected quoter(s).
- 38) The Director of the Institution reserves the right to terminate this contract at any time by giving a written notice without showing any reason whatsoever and it will be binding on the part of the Service provider to accept the same.
- 39) That the Service Provider shall deposit security money or Bank guarantee at the rate of 10% of the total contract value of One year with the Institute authorities before executing this agreement and said security money shall be refunded free of interest after three months from the date of termination of this agreement/extension whichever is later. The Institution authority shall

have the right to deduct dues if any payable to the Institution from the Security deposit or from his monthly bill/bills.

- 40) Income Tax will be deducted from the total amount (excluding Goods & service tax) billing amount as per the prevailing rule.
- 41) That if any labour problem arises, that shall be settled by the Service provider within one hour, failing which amounts minimum equal to double the daily rate shall be deducted from the Service provider's Security deposit/Monthly bill.
- 42) That the Service provider shall provide authenticated copies of Tax clearance i.e. latest clearance of IT, GST, PF etc. if applicable before signing this agreement.
- 43) The Service provider shall be solely responsible for any claim/compensation whatsoever, by any of its employee under his roll, or any violation relating to the minimum wages by the labour department, leave, HRA, workmen's compensation, PF, Gratuity, ESI or any statutory or contractual payment or any violation of provision of any law or contract during the period of contract or detected at any other subsequent date/dates.
- 44) That in case the Service Provider fails to make any statutory or contractual payment, then the Institution authorities shall have the right to realize this amount from Service Provider's bill/bills.
- 45) That the Service Provider shall have a local office within the Trichy area however The Institution may provide space on payment of mutually agreed rent in the Institute campus for office cum Rest room of the Service providers Men. However electricity and water charges if provided will be charged to the Service provider from the Monthly bill of the Service provider at the prevailing rates of the Institution. They shall have to give the vacant possession of the aforesaid space on completion of contract otherwise PGD will not be released/Institute recourse to any other action as deemed fit.

- 46) The Institution shall have the right to submit requisition of any number of men in addition to the tendered Nos. to maintain the Institution Properties, the Institution campus and Hostels as and when required by the Institution. The Service Provider shall be bound to provide services of such men as per specification laid down earlier/in tender document and at the same rate, terms and conditions under the special supervision of the Service Provider's Supervisor.
- 47) The Institution shall have the right to make surprise check on competence of men under the Service Provider at any time and the Service Provider shall be duty bound to deposit at the rate as per the penalty clause of the tender document before the authority concerned of the Institution if any men is found incompetent for the job.
- 48) The Institution Authority shall have the right to alter, modify, delete & add to the above terms and conditions any time during the period of contract.
- 49) Validity of tender – 90(Ninety) days from the date of opening of tender. EMD shall be stand forfeited if the bidder backs out within the validity period of Ninety days.
- 50) That the Service provider along with his men must vacate the NIT Trichy premises on termination of the contract, failing which Security deposit shall be forfeited.
- 51) In case of any theft or loss of Institution properties due to the negligence of the manpower supplied, the Service Provider shall be liable to pay the cost of the material to the Institution, as assessed by the institution, alternatively the cost of the lost article/missing article shall be deducted from the Service Providers pending bill(S) or Security deposit.
- 52) Any dispute arising out of this agreement will be settled under the Jurisdiction of Hon'ble Trichy Court only.

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

Registrar
National Institute of Technology
Tiruchirappalli-620015.

Witness of the Institute Authority

Signature of the Service Provider

Witness of the Service provider