



NATIONAL INSTITUTE OF TECHNOLOGY PUDUCHERRY
(An institute of National Importance under MHRD, Govt of India)
Thiruvettakudy, Karaikal – 609 609.

OUTSOURCING OF MANPOWER SERVICES

Sealed quotations are invited from **Reputed Manpower Agencies** for providing technical and non – technical manpower for various posts as per the requirements of NIT Puducherry, Karaikal. The last date of submission is 01-07-19 @ 3.00 pm. For further details, visit our website www.nitpy.ac.in

Date: 06-06-19

Registrar

राष्ट्रीय प्रौद्योगिकी संस्थान पुदुच्चेरी
थिरुवेत्ताकुडी, कारैक्काल – 609 609

National Institute of Technology Puducherry
Thiruvettakudy, Karaikal – 609 609
Union Territory of Puducherry



Tender Document for
Providing Technical & Non – Technical Manpower
National Institute of Technology Puducherry
Thiruvettakudy, Karaikal – 609 609
Union Territory of Puducherry
India

Instruction to Bidders

Service	: Providing Technical & Non-Technical Manpower at NIT Puducherry, Karaikal on contract basis.
Tender Enquiry No	: NITPY/ADMIN/MANPOWER/2019-20
Eligibility Criteria	: <ol style="list-style-type: none"> 1. The Tenderers should have prior experience in providing highly qualified Technical & Non-Technical Manpower to specific assignments. 2. The tenderers with prior experience in supplying technical & Non-Technical manpower to Government Scientific / Educational Institution only will be considered. 3. The Tenderers should have successfully executed such contract on or after 01.01.2016 of one contract worth Rs.10 Lakh (or) above per annum (or) two contract worth Rs.5 Lakh each or above per annum (or) three contract worth Rs.3 Lakh each or above per annum. 4. The manpower agencies should have registered with Central/State/UT Puducherry Government. 5. Good financial background and reputation. 6. The Agency should not have been blacklisted by any Central / State Government Department / Public Sector Undertaking / Board / Corporation etc. 7. At least three years of experience in the field after registration. 8. The agency must be registered with the ESI/EPF Authorities and shall produce evidence of prompt remittances of the dues to the authorities along with the tender document.
Earnest Money Deposit (EMD)	: Earnest Money Deposit (EMD) for Rs.5,000/- (Rupees Five thousand only) should be paid through SBI Collect only (https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm). Cheque / Demand Draft / Postal Orders etc., will not be accepted. All the participating firms have to submit the EMD compulsorily except those having valid certificates of NSIC/MSME etc.,
Submission of Bid	: <u>Two Bid System:</u> Two bid system will be followed in this tender. Under this system, the bidder must submit Technical bid and Commercial bid in two separate sealed envelopes . A copy of Technical bid and Commercial bid are provided at Annexure I and II respectively. Envelopes containing Technical Bid and Commercial Bid should be securely sealed and stamped separately and clearly marked as “Envelope – 1 : Technical Bid” and “Envelope – 2 : Commercial Bid” respectively. Proof of payment of EMD should be placed in the Technical Bid. These two separate sealed envelopes should be placed in single envelope superscribing the tender number and descriptions on the top of the envelope.

Place of Submission	: Please send the tenders in a sealed envelope superscribed as “ Providing Technical & Non-Technical Manpower ” Tender. Notification No: NITPY/ADMIN/MANPOWER/2019-20” so as to reach:- The Registrar National Institute of Technology Puducherry Thiruvettakudy, Karaikal – 609 609 Puducherry, India.
Last date for submission of bids	: Date: 01-07-19 Time: 15.00 Hrs (Any bid received after the due date and time will be summarily rejected)
Opening of Technical Bid	: Date: 01-07-19 Time: 16.00 Hrs
Selection Process	: All bids will be scrutinized. The bids meeting the eligibility criteria consisting of all relevant documents will only be considered for evaluation.
Opening of Commercial Bid	: Firms / agencies shortlisted after the scrutiny process (qualified technically) will be invited to attend the opening of Commercial Bid.

NITPy reserves the right to consider or reject any agency without assigning any reason thereof at any stage of tender process. Selected Agency will be assigned the responsibility of sanitation coverage of the Institute at the discretion of the authority.

I. TERMS AND CONDITIONS OF CONTRACT

1. The Institute desires to engage a manpower agency having experience in providing of qualified technical & non-technical manpower to specific assignments.
2. The firms having prior experience in providing qualified technical & non-technical manpower to Government Scientific / Education Institutions only will be considered.
3. Only registered and bona-fide Service Provider/Agencies having experience of at least three (3) years of outsourcing service for manpower to the Ministries/Departments/Govt. Organizations/Public Sector Undertakings/Corporate Sectors/Autonomous Bodies etc., are eligible to apply. The documentary proof of registration must be attached. The Agency should also attach satisfactory performance certificates issued by Government Ministries/Departments etc. in support of its having rendered satisfactory services with such departments during the last three (3) years.
4. The Agency must be registered with the Employees State Insurance (ESI), Employees Provident Fund (EPF) and must be in possession of Permanent Account Number (PAN). The documentary proof of such registration should be attached. The Firm should also produce Income Tax Clearance Certificate (ITCC) for the last three (3) years.
5. The Tenderers should have successfully executed at least one contract worth Rs.10 Lakh or above per annum (or) two contract worth Rs.5 Lakh each or above per annum (or) three contract worth Rs.3 Lakh each or above per annum during the period falling on or after 01.01.2016.
6. Earnest Money Deposit of Rs.5,000/- (Rupees Five Thousand only) should be paid through SBI Collect (<https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm>) and to be submitted along with the technical bid. The EMD without interest shall be returned to the unsuccessful bidders after finalization of the tender. Cheque / Demand Draft / Postal Orders etc., will not be accepted. All the participating firms have to compulsorily submit the EMD except those having valid certificates of NSIC/MSME etc.,
7. The tenderer shall quote only the service charges (as a percentage of basic cost excluding statutory charges) for providing manpower. The salary structure of manpower requested will be fixed by the agency as per the manpower involved taking into account minimum wages act.

- 8.** Tenders without EMD and incomplete tenders are liable to be rejected.
- 9.** EMD will be liable to be forfeited if the agency selected for the work fails to sign the formal agreement or to execute the work within the date stipulated in the work order.
- 10.** The tender submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance or to start the work on the date stipulated in the work order.
- 11.** The Contractor shall execute an agreement on a non-judicial stamp paper worth Rs.100/- before taking up the contract agreeing to abide by all the terms and conditions. Before signing the agreement, the Contractor shall deposit Rs.1,00,000/- (Rupees One lakh only) as security deposit through SBI Collect (<https://www.onlinesbi.com/prelogin/institutiontypedisplay.htm>) within a period of 15 days from date of issue of work order by NITPy. This security deposit will be forfeited in case agency terminates the contract during the middle of contract period/discontinue their service without prior notice/any loss is incurred to the Institute properties. The Performance Security Deposit of the service provider will be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and violation of any term and conditions of the contract as stipulated in the Bid document. Refund of Performance Security Deposit is subject to full and final settlement of the final payment for the work contracted/executed under the contract. No interest will be paid to the service provider on the Performance Security Deposit.
- 12.** The Contract is initially for a period of ONE YEAR which is likely to be extended for a further period of ONE YEAR subject to satisfactory performance of the work on the same terms and conditions at the discretion of the institute.
- 13.** The persons deployed by the contractor for the work shall be the employees of the contractor for all intent and purpose and in no case, shall be relationship of Employer and Employee between the said personnel of the agency and the NIT Puducherry.
- 14.** The Schedules of the tenders form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing/cutting in rates to be quoted by the tenderer will not be allowed otherwise the tenders shall be

rejected.

- The tender is liable to be rejected, if complete requisite information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tender or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm, if it is a company. The proof for the same may please also be enclosed with the tender.
- In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tender and all other related documents must be signed by each partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another, shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer as a token of acceptance of terms and conditions of the tender, in the absence of which the tender will be treated as invalid.
- If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice and earnest money shall be forfeited.
- The documents as listed in Annexure-I are mandatory without which the tender is liable to be cancelled.

15. Company/Agency shall abide by all laws of the land including Labour Laws (ESI, EPF, Bonus, Income Tax or any other extra taxes levied by the Government) Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such bonus shall be the exclusive responsibility of the

Company / Agency, and it shall not involve the Institute in any way what-so-ever. The agency must provide proof of remittance of ESI and EPF every month to the institution along with its bills for the month for the number of manpower personnel hired for NITPy.

16. Payment of bills for services rendered will be on reimbursable basis. Bills when submitted, shall be supported by the following documents:-

- a)** Pre-receipted stamped bill on the Company letter-head giving details of total number of personnel engaged, number of man days and cumulative total.
- b)** Reimbursement of amount shall be claimed along with details of payment made to the staff engaged for the previous month (copy of the Acquittance Roll).
- c)** Certificate to the effect that “Conditions as envisaged Government of India / Puducherry Government Minimum Wages Act and other Statutes on the subject have been complied with.”
- d)** Copies of the remittance such as EPF, ESI etc. shall be enclosed.
- e)** The company will ensure that all their manpower personnel should possess bank account in a scheduled bank and their salaries are remitted to their account.
- f)** Every month, the salary should be paid by the company to the manpower personnel on or before 5th of every month prior to the payment claim with NITPy. On receipt of documentary evidence for payment of EPF, ESI and disbursement of salary, manpower agency claim for monthly bill will be settled. Appropriate deductions shall be made based on the attendance of duty as well as manpower lapses which may further lead to the level of investigations and termination. Monthly bill in triplicate duly supported by proof of disbursement of minimum wages to the staff should be submitted by 7th of subsequent month along with internet generated document such as ECR as available in EPF website of the previous month in respect of contractual worker engaged by contractor submitted as proof of discharging statutory responsibility. The payment to the agency shall be released within 30 days from the date of receipt of invoices, provided the claim of the agency is found to be in order from all angles. The income tax deducted at source and such other taxes/ levies as are required by law to be deducted shall be deducted from the charges payable to the agency.

NOTE: EPF details and ESI card should be given to the manpower personnel deployed at NITPy within 45 days after starting of the contract. In case of any issues related to EPF and ESI, the manpower personnel cannot discuss or claim to the institute. NITPY absolves itself from the responsibility relating to remittance of statutory recoveries of employees which must be done only by the agency concerned.

17. The Company/Agency shall pay its employees wages at the rates as agreed upon in the contract. In case the Company / Agency fails to make timely payments to its employees, or any employee of the Company / Agency reports to the Institute regarding non-payment of dues, the Institute on being satisfied of the complaint shall pay the employees of the Company / Agency directly and suitable deductions shall be made from the amount to be paid to the Company / Agency. In case of ESI, EPF and Bonus the Company / Agency shall produce original challan / receipts to the Institute for verification & records. All payments shall be made after statutory deduction TDS of the Central and State Government.

18. **PERIOD OF THE CONTRACT:** The terms of the contract will be for one year from the date of award of the contract/acceptance by NIT Puducherry. However NITPy reserves the right to terminate the contract if the services are not satisfactory or any discrepancies in eligibility or fulfillment or statutory liabilities (minimum wages, ESI, EPF, etc.) on the part of the contractor are observed. The rate quoted will be applicable for the period of contract and will not be changed. The contract can be further extended for one more year on mutual consent and subject to satisfactory performance and acceptance by the tenderer to render service on the same rates & terms and conditions for the estimate period.

19. The persons so deployed shall remain under the control and supervision of the agency and the agency shall be liable for payment for their wages etc. and all other dues that the contractor is liable to pay under various labour regulations and other statutory provisions.

20. The working hours of the persons engaged under the contract will be as prescribed by the Institute. The work should be carried out on all days except Sundays and National Holidays or as prescribed by the institute.

21. The agency shall be required to maintain permanent attendance register for the persons employed by it which shall be open for inspection and checking by the authorized officers of NIT Puducherry.

22. The contractor shall make the payment of wages, etc. to persons so deployed and on demand shall furnish copies of wage register.

23. The contractor shall submit the bill after making payment to the persons employed by him.
24. Extra manpower, if required, by the institute, should be provided on the same terms and conditions by the agency.
25. The NIT Puducherry reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding on the agency.
26. NIT Puducherry needs the manpower (technical and non-technical) like Gardener, Driver, Attender, Stenographer, Data Entry Operator, Care Taker, Generator Operator, Electrician, Casual Labourer, Junior Lab Assistant, Technician, Plumber, Multi-tasking Staff (MTS) etc.,
27. The contracting agency shall not be allowed to transfer, assign, pledge or sub – contract its rights and liabilities under this contract to any other agencies.
28. The bidder will be bound by the details furnished by his /her to NITPY, Karaikal, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her/firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her firm for legal action besides termination of contract.
29. **TERMINATION:**
- a) NITPY reserves the right to terminate the Contract by giving one month's prior written notice of the same and this agreement will stand terminated on the expiry of the one month period (for notice by NITPy) and 3 months period (for notice by agency) provided always that the Company has fulfilled and complied with all its obligations to NITPy in connection with and under this Agreement at the date of such termination.
- b) In case of breach of any of the terms of this Agreement by the Company, NITPy shall be entitled to terminate this agreement immediately without giving any written notice to the Company for the same. At this stage NITPy shall be entitled to retain from and out of any monies then due to the Company hereunder or which become due after termination thereof, any amount which, according to NITPy is due and owing to it by the Company arising directly or indirectly under this contract.
30. **LOSS AND/ OR DAMAGES:** In case of any loss or damage done to the property of the Institute by the personnel provided by the agency full damages will be

recovered from the agency and decision of the competent authority of Institute shall be a binding on agency.

31. PENALTY CLAUSE:

- a) An amount equivalent to two days of contract amount, subject to a minimum of Rs.500.00 will be levied as liquidated damages per day per worker. Whenever and wherever it is found that the work is not with the satisfaction mark in any section, it will be brought to the notice of the Supervisory staff of the agency by the Institute, and if no action is taken within one hour, liquidated damages clause will be invoked.
- b) Any misconduct or misbehavior on the part of the manpower deployed by the Agency will not be tolerated and such worker(s) shall have to be replaced immediately.

32. The decision of Competent Authority of the Institute shall be final for any aspect of the contract and binding to parties. Any disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

33. The Institute reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.

34. The personnel engaged by the agency for this annual contract will not be an employee of the Institute and there will be no employer-employee relationship between the Institute and the personnel so engaged by the contractor.

35. The agency shall be wholly responsible for making payment under the annual contract under the State/Central govt. minimum wages act in force and the institute shall in no way be responsible for meeting any kind of expenditure on wages to be paid under the annual contract.

36. Any compensation for disengagement on account of death, disability of any labour(s) provided for deployment in the Institute campus, even if such disability manifests after the termination of the contract, shall be the contractor's exclusive liability. The contractor shall insure the person engaged by him for annual contract work at Institute, for all coverage of causality, death or accident.

37. The workers engaged by contractor on annual contract will not be on payroll of the Institute and will not be entitled to any benefit as applicable to the regular employee of the Institute.
38. The agency shall be, fully responsible to provide the personnel in the Institute premises and, if any accident/untoward incident happens/occurs, on account of improper workmanship with the concerned person during duty, the whole responsibility for setting the case with police/court lies with the contractor.
39. There should be no legal suit, criminal case pending or contemplated against the Proprietor of the Agency or any of its Directors (in the case of Pvt. Ltd., Company) on grounds of moral turpitude or for violations of any of the laws in-force.
40. The agency shall keep a complainant register with the supervisor, and it shall be open to verification by the authorized officer of Institute for the purpose. All complaints should be immediately attended by the Agency.
41. The agency or representative shall have to be in regular touch with concerned Institute officials for any suggestions/requirements and should inform about any change of duty immediately.
42. The workers are to be issued with identity card and also ESI card immediately. The workers have to display identity card as and when they enter into/ out of Institute.
43. The workers deployed by the contractor will not have any right to demand/claim for jobs, their wages and statutory/obligations directly from the Institute.
44. The Agency shall ensure the Police Verification with regard to the antecedents such as Name, Father's Name, Age, Photograph, Permanent Address, Telephone Number etc. of its each and every worker before deploying its staff in the Institute and the proof of same should be submitted to NITPy along with photocopy of UID/ Aadhar Card/ PAN/ Election I-Card/Driving License or any other Identity Card.
45. The Institute will not provide any accommodation to the manpower personnel's. The agency have to make the own arrangements for the same.
46. NITPy reserves the right to increase or decrease the number of manpower personnel depending upon the needs of the NITPy.
47. The contractor shall comply with the following statutory labour laws requirements with regard to the contract awarded:
 - a) Provide detailed employee provident fund number to each and every staff.
 - b) Provide ESI Card to each and every employee deputed within one month of

the award of contract and permanent ESI card within three months thereafter;

- c) Provide detailed Salary Slip and every employee categorically reflecting the details of EPF No. and deductions made, ESI No. and other statutory deductions monthly basis; Name of Service Provider be printed on the Salary Slip.
- d) Facilitate the employee to open bank account with Zero bank balance preferably at SBI. This will be the responsibility of the Agency/Service Provider.
- e) Provide every month ECR with regard to EPF and ESI deposited with the concerned authority, together with individual employee wise statement; E-passbook statement, as applicable.
- f) All payments to engage staff must be paid through direct bank transfer of the employees by the agency on or before 5th of the month. Also to ensure quarterly reconciliation and removal of the grievance for the period.

48. The firm/contractors shall provide to its employees as its own cost the safety measures normally required in performance of the duties of the workers.

II. Evaluation of Bid and Award of Work:

- a) The tenderers are to submit Technical Bid and Financial Bid separately. A copy of Technical Bid and Financial Bid are at Annexure I and Annexure II.
- b) The Technical Bid that will be submitted by the bidder should consist of the following three components in the sequence given below:
 - i. Annexure I duly filed
 - ii. EMD: Proof of payment of **Rs.5,000/-** (Rupees Five thousand only) paid through SBI Collect towards Earnest Money Deposit.
 - iii. Certified copies of all the documents in support of meeting Eligibility Criteria.
 - iv. Other relevant information, which forms part of Tender document.
- c) **Bid Evaluation Scheme:**
 - All the Technical Bids will be scrutinized and the firm/agency submitted all relevant documents as sought in the Technical Bid and meeting the eligibility criteria will be considered for further evaluation.
- d) Technically qualified bidders will be intimated for the Financial Bid opening.

TECHNICAL BID

1.	Name of the Firm/Agency	
2.	Full address with Post Box No. And Telephone No/Mobile No./Fax No. & E Mail	
3.	Contact Person Name Mobile No. Registered Office	
4.	Year of Establishment (Enclose Registration Certificates)	
5.	Constitution of the Firm Agency (Attached copy) (A) Indian Companies Act, 1956 (B) Indian Partnership Act, 1932 (Please give names of partners) Any other Act, if not, the owners (i) For Partnership firms whether registered under the Indian Partnership Act, 1932 please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender. (ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration. (iii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of	

	attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partners.									
6.	Name & full address of the bankers : (i) Account No. : (ii) Name of Bank : (iii) Name of Branch : (iv) IFSC No. : (Attach a cancelled cheque)									
7.	Annual Turnover (Please note that it is mandatory for the Agencies to have minimum 10 lakhs annual turnover) Please enclose the following documents Have you enclosed the Balance sheets for the above years Profit & Loss A/c for the above years Audited statement for the above years IT Return for the above years	<table border="1"> <thead> <tr> <th>Year</th> <th>Amount in Rupees</th> </tr> </thead> <tbody> <tr> <td>2016-17</td> <td></td> </tr> <tr> <td>2017-18</td> <td></td> </tr> <tr> <td>2018-19</td> <td></td> </tr> </tbody> </table> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	Year	Amount in Rupees	2016-17		2017-18		2018-19	
Year	Amount in Rupees									
2016-17										
2017-18										
2018-19										
8.	Have you registered with Department of Labour of any State Governments or Ministry of Labour under Government of India for engaging a minimum of 100 employees If yes, details including photo copies of Registration	<input type="checkbox"/> Yes <input type="checkbox"/> No Details of Registration								
9.	Experience in manpower services for the past 5 years									
10.	Experience of working in the educational institutions especially in premier educational institutions like IITs, IIMs, IISc, NITs etc. If so, details									
11.	List of current clients	Please Enclose statement (with proof)								

		a) Name of the client b) No. of manpower persons deployed c) Annual Turn Over d) Period of Deployment from to.....
12 .	Your choice of clients to be verified including contact details like name of persons, Telephone No., Mobile No. (NIT Puducherry reserves the right to verify to its choice and there shall not be any binding on the part of the agency)	
13 .	Bio-data of Key officials and contact details. (Please enclose copies)	
14 .	(a)ESI No. (enclose photo copy)	
	(b)EPF No. (enclose photo copy)	
	(c)Income Tax (photo copy) TIN NO.	
	(d)GST	
	(e)PAN (enclose photo copy)	
15 .	Earnest Money Deposit of Rs.5,000/- (Rupees Five Thousand only) should be paid through SBI Collect (https://www.onlinesbi.com/prelogin/institutiontype display.htm)	

Signature & Seal of the Tenderer

FINANCIAL BID**SCHEDULE OF RATES**

SALARY STRUCTURE : will be as per the manpower deployed and according to the minimum wages act

STATUTORY PAYMENTS (ESI, EPF, Bonus, Service Tax etc.): will be **reimbursed** as per norms.

Kindly quote your Service Charges and any other charges only.

Service Charges (As percentage to the basic cost excluding statutory charges like ESI, EPF, etc.)	
Other charges, if any	

**Signature of the Tenderer Name &
Address of the Tenderer with Office Stamp**

Place:

Date: