



NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL
(An institute of National Importance under Ministry of Education,
Government of India).



TENDER NOTIFICATION

No. NITW/CS-02/Manpower/2021-22/

Date: 20 July 2021

TENDER FOR OUTSOURCING OF MANPOWER

1. National Institute of Technology, Warangal (NIT Warangal), an institute of national importance under Ministry of Education, Department of Higher Education, Govt of India, formerly known as Regional Engineering College, was established in 1959. The Institute currently has thirteen academic departments and a few advanced research centers in various disciplines of engineering, pure sciences and management with nearly 100 laboratories organized in a unique pattern of functioning, Central Library with state-of-the-art facilities, auditorium, student activity centre, Mega Computer Centre, Indore Games Complex, big stadium, Seminar Halls with required infrastructure, other administrative departments, Dispensary with state of art of facilities etc.
2. NIT Warangal intends to engage a suitable manpower agency to deploy the agency's manpower at the institute purely on temporary basis under various categories viz., Highly skilled, Skilled, Semi-skilled Un-skilled and other categories for a period of initially **Two years, which shall be extended for a maximum of one more year (total 3 years)**. The trades of engagement of manpower are like Office Assistants, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Technicians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics, office Attendants, laboratory attendants, workshop attendants, Technical supervisors in Electrical, Civil works and other such trades as required by the institute from time to time. The mentioned trades/categories are only indicative for a rough idea for the tenderer and the engagement of suitable manpower of the agency will be as required by the institute from time to time.
3. Bids in electronic format (e. bids) are invited on behalf of The Director, National Institute of Technology, Warangal (NITW) under two bid system from Indian agencies who are reputed, well established and financially sound manpower service providers in the above indicated trades/areas.
4. The bids duly filled in all respect enclosing necessary documents can be e-Tendered through electronic procurement portal <https://eprocure.gov.in/eprocure/app> National Institute of Technology, Warangal upto **14:00 hrs on 31.08.2021**.
5. The Technical bids will be opened online on the same date at **15:00 hrs. i.e. 31.08.2021** at NITW.
6. **Bid Security is exempted as per Govt of India Ministry of Finance, OM No F.9/4/2020 PPD dt 12.11.2020. However, a bid security declaration as per the prescribed format enclosed as Annexure-I to this bid document should be filled up, signed, scanned and enclosed alongwith the technical bid document, failing which the bid will be treated as technically disqualified.**
7. However, **The bidders should remit a non-refundable tender fee of Rs. 1,180/- (Rs.1000 + GST @ 18% = Rs.1180/-) (Rupees one thousand one hundred Eighty only) submitted in the form of Demand Draft in favour of "Director, National Institute of Technology, Warangal" or NEFT Beneficiary name: DIRECTOR NITW, Account No. 52109375198, IFSC Code: SBIN0020149, Bank Name: State Bank of India, Branch address: NIT COMPLEX, HNK-KAZIPET MAIN ROAD, WARANGAL - 506004. The demand draft/proof of NEFT details alongwith a forwarding letter are required to be submitted to**

the Registrar, NITW by speed/registered post, to reach within 31st August 2021. The technical bids of those who have not submitted the tender fee will be rejected as technically disqualified. No exemption is applicable in payment of tender fee for bidders having registration with MSME, NSIC, etc.

8. No Joint Venture (JV) are allowed.

IMPORTANT DATES

1	"Pre-Bid meeting*	11th August 2021 @ 11.00 AM Venue: 1st floor, Registrar Conference Hall, Administration Building, NIT Warangal.
2	Last Date for Submission of Tenders	31st August 2021 up to 2:00PM
3	Date of Opening of Technical Bids	31st August 2021 at 3.00 PM
* Any queries should be addressed to registrar@nitw.ac.in on or before 10 th August, 2021, so that the same can be clarified in pre-bid meeting.		

Prospective bidders may download the Tender document from <https://eprocure.gov.in/eprocure/app> and www.nitw.ac.in submit the ebids on-line as per the Tender Document.

TECHNICAL BID**NATIONAL INSTITUTE OF TECHNOLOGY, WARANGAL**

Name of the Work: Outsourcing of Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of **Two years** for “Office Assistants, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Technicians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics , Attendants and Technical supervisors in Electrical and Civil works.”

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of Contents.	Page No.
1.	Tender Notice	
2.	Scope of Work and General instructions for tenders	
3.	Technical Bid	
4.	Financial bid	
5.	Terms & Conditions	
6	Agreement	

(Signature of the Bidder)

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

NIT Warangal intends to engage a suitable manpower agency to deploy the agency's manpower at the institute purely on temporary basis under various categories viz., Skilled, Semi-skilled Un-skilled and other categories for a period of initially **Two years, which shall be extended for a maximum of one more year (total 3 years)**. The trades of engagement of manpower are like Office Assistants, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Technicians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics, office Attendants, laboratory attendants, workshop attendants, Technical supervisors in Electrical, Civil works and other such trades as required by the institute from time to time. The mentioned trades/categories are only indicative for a rough idea for the tenderer and the engagement of suitable manpower of the agency will be as required by the institute from time to time.

Electronic bids should be submitted online. The bids contain two parts. **Part I** should consist of all technical details including their previous experience, nature of work carried out, number of trained man-power provided for each work, etc., and other commercial points as detailed in the annexures of the tender document. **Part II** should contain only the charges (price).

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.

GENERAL INSTRUCTIONS:

1. The tenure of the contract will be for a **period of Two years** which may be extended for a further period of one-year subject to satisfactory services and mutual agreement.
2. Submission of **EMD/Bid Security is exempted as per Govt of India Ministry of Finance, OM No F.9/4/ 2020 PPD dt 12.11.2020. However, a bid security declaration as per the prescribed format enclosed as Annexure-I to this bid document should be filled up, signed, scanned and enclosed alongwith the technical bid document, failing which the bid will be treated as technically disqualified.**
3. However, **The bidders should remit a non-refundable tender fee of Rs. 1,180/-** (Rs.1000 + GST @ 18% = Rs.1180/-) (Rupees one thousand one hundred Eighty only) submitted in the form of Demand Draft in favour of "Director, National Institute of Technology, Warangal" or NEFT Beneficiary name: DIRECTOR NITW, Account No. 52109375198, IFSC Code: SBIN0020149, Bank Name: State Bank of India, Branch address: NIT COMPLEX, HNK-KAZIPET MAIN ROAD, WARANGAL - 506004. The demand draft/proof of NEFT details alongwith a forwarding letter are required to be submitted to the Registrar, NITW by speed/registered post, to reach within 31st August 2021. The technical bids of those who have not submitted the tender fee will be rejected as technically disqualified. No exemption is applicable in payment of tender fee for bidders having registration with MSME, NSIC, etc.
4. For due performance of his/her/their obligations under the contract, during the validity, the successful bidder (s) shall have to deposit **3% of the awarded value** as performance guarantee, which will be free of interest, and **valid for a period of 36 months** from the date of commencement of the

contract. The performance guarantee covering the period of contract is to be furnished in the form of Bank Guarantee/DD as per the format furnished by the Institute from any of the Nationalized Banks or other scheduled banks. The performance guarantee will be forfeited in case of breach of contract. After successful completion of the contract, the performance guarantee will be refunded after adjusting the dues, if any, to the NITW from the Contractor. In case the contract is extended, the performance guarantee will have to be renewed by the Bidder.

5. Canvassing in any form/manner is strictly prohibited and the agency resorting to canvassing will be liable for rejection on that ground alone.
6. The agency shall not be permitted to bid if related to any person employed in regular basis at NITW. He/she shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relative as mentioned above.
NOTE: A person shall be deemed to be a relative of another if, and only if, (a) they are members of Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to the other in the following manner: Father, Mother (including Step mother), Son (including step son), Son's wife, Daughter (including step daughter), Daughter's husband, Son's son, Son's son's wife, Son's daughter, Son's daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother(including step brother), Brother's wife, Sister (including step sister) and Sister's husband.
7. The bids submitted shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 120 days from the date of opening shall be by mutual consent.
 8. That the persons deployed by the contractor under the contract shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor (who is answerable to the Competent Authority of NIT i.e. Director, NITW or any officers of NIT W or their representatives) and in no case, shall an employer-employee relationship accrue/arise implicitly or explicitly between the said persons and the NITW. Subcontracting shall not be permitted.
9. Failure to fulfill any of the conditions given above shall render the bid/bidder liable for rejection.
10. The Director, National Institute of Technology, Warangal does not bind himself to accept the lowest or any bid and reserves to himself the right of accepting the whole or any part of the bid, and the bidder shall be bound to perform as agreed upon in the contract agreement at the quoted rates.

PART-1 (TECHNICAL DETAILS)

1. The tendering manpower Company/Firm/Agency should fulfill the following technical specifications:

- a) The Registered Office or one of the registered Branch Office of the manpower Company/Firm/Agency should be located either at Warangal or in any of the Satellite Towns of Warangal/ Hyderabad /any cities in the state of Telangana ;
- b) The manpower Company/Firm/Agency should be registered with the appropriate registration authority in the state of Telangana ;
- c) The Company/Firm/Agency should have its own Bank Account;
- d) The Company/Firm/Agency should be registered with Income Tax and GST departments;
- e) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- f) The Company/Firm/Agency should have an average annual turnover of atleast **Rs.3,00,00,000/- (Rupees three crores only)** per annum during last three preceding financial years ending 31.03.2021.
- g) The company/firm/agency should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet, duly audited and certified by the Chartered accountant.

2. The tendering companies/Firms/Agencies are required to enclose photocopies of the following documents (duly self-attested) along with the Technical Bid in the Annexure VI, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

- a) Registration certificate;
- b) Copy of PAN card;
- c) Copy of the IT return filed for the last three financial years ending 31.3.2021;
- d) Copies of EPF and ESI certificates;
- e) Copy of the GST registration certificate;
- f) Valid Labour license issued by the appropriate authority.
- g) Latest Solvency Certificate for atleast Rs.2.40 crore issued by a Scheduled Bank.
- h) Copy of Work Orders, work completion certificate as proof of experience of providing manpower for similar work (relevant trades - excluding Security Personnel, Housekeeping service personnel) Proof of successful completion of One similar work of atleast Rs.480.00 lakhs (or) two similar works of atleast Rs.360.00 lakhs each (or) three similar work of Rs.240.00 lakhs each

3. The conditional bids shall not be considered and will be out rightly rejected in very first instance.

4. The bidder should furnish the proof of his/her experience of providing Man-power (skilled, semiskilled & unskilled service and other categories) in Government departments (State/Central/Autonomous bodies under Ministries) and other Public corporations. The contractor should furnish the details of staff strength, qualification & experience of his supervisory staff, office address for correspondence, contact telephone numbers, etc along with an attested copy of Annual Returns filed by him in respect of his workers towards ESIC, EPF and copies of challan as on 1st April of current financial year.

5. Work done certificate for having successfully executed/completed similar works during the last 3 years ending last day of March of the current year i.e. **2021**, should be either of the following :

- (i) One similar work of atleast Rs.480.00 lakhs **(or)**
- (ii) Two similar works of atleast Rs.360.00 lakhs each **(or)**
- (iii) Three similar work of Rs.240.00 lakhs each.

Similar work means execution of providing Man-power (skilled, semi-skilled & un-skilled and other categories) and must produce copies of Work Orders, successful work done/completion certificate from the clients. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work. Similar works does not include Security Services, housekeeping services etc.

6. The bidder must have annual financial turnover of an amount of **Rs. 3,00,00,000/-(Rupees three crores only)** during the last 3 years ending 31st March 2021, which shall be duly certified by a Chartered Accountant. The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the available last three consecutive balance sheets, duly audited and certified by a chartered accountant.

7. An affidavit duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black listed or changed the name of the firm. The persons deployed for the tendered work should not be involved in any police case or have any case pending against them. Police verification certificate for the persons deployed for work to be submitted on demand.

8. The entire tender document should be duly signed & sealed by the bidder.

9. The bidder shall submit the information regarding his/her firm in the format enclosed in the Technical bid along with terms & conditions (duly signed).

10. The deployed personnel should be well-mannered and maintain the office decorum and discipline.

11. Bidder should note that different firms/agencies having common partners/directors are not permitted to quote for more than one tender offer from any of such firms.

12. If in the opinion of the Director, NITW the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced immediately.

13. The requirement of skilled, semi-skilled, un-skilled, clerical & non-technical supervisory and other categories of workers will be purely need based. The number of Contractor's workers therefore, may be increased or decreased any time. The Director, NITW will be under no obligation to engage any specific number of Contractor's workers during the period of contract.

PAYMENT CONDITIONS:

1. The Contractor will submit the monthly pre-receipt bills along with a copy of challan towards EPF & ESIC payment in respect of his employees in triplicate after satisfactory completion of the work to the authorized Officer of the Institute for certification for payment. The officer, on receipt of the bill, will check the work record, and thereafter process the bill for payment
2. All bills should be submitted on printed forms, duly signed and pre-receipted.
3. Payment will be made by the Institute to the contractor on monthly basis on submission of bills in triplicate along with the certificate of satisfactory performance of work from the officer(s) concerned of the National Institute of Technology, Warangal. A certificate to the effect that all labour laws comply all statutory payment including EPF, ESIC payments, etc. are being followed has to be furnished with proof along with the bill for payment. The Contractor will have to submit the bill with a list of employees duly certified by him/her.
4. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
5. In case of any delay in processing of the bills, the contractor would be required to ensure the **payment of its workers by 7th of every month** and there should be no linkage between this payment and settlement of the contractor's bill from NIT, Warangal.
6. The contractor shall make the payment of wages etc. to the persons so deployed in the presence of representative of the NITW and shall on demand furnish copies of wages register/muster roll etc. to the NITW for having paid all the dues to the persons deployed by him for the work under the Agreement.

COMMENCEMENT OF WORK:

The Contractor is required to start the work with effect from the date of acceptance of the contract. In case it is found that the work has not been taken up from the above date, the NITW, at its sole discretion may cancel the work order/award and the EMD Performance guarantee shall be forfeited without any further reference to the Contractor.

Technical Details should be provided in the prescribed format i.e. Annexure "V" which should inter alia contain the specified documents.

TECHNICAL DETAILS

Sl. No.	Particulars	Fill in the details
1.	Name of Firm/Bidder/ Company (in block letters).	
2.	Permanent Address & Telephone/mobile No.	
3.	Year of Incorporation of the /Firm/ agency /Company	
4.	Full Postal Address with Telephone/Fax No./ E-mail :	
5.	Details of experience of providing Services for the last three years (separate sheet may be attached). Names of the major clients with their addresses, telephone numbers (enclose copies of Work Orders/ contract agreement / successful completion certificates issued by such clients). (Refer Annexure III Para 2 (h) & 5 above)	(Attach as enclosure & refer here)
6.	Details of infrastructure, persons employed, number of offices/branches available (attach separate sheet)	(Attach as enclosure & refer here)
7.	Copy of Annual Return along with Challan form in r/o ESIC & EPF payment for his/her employees.	(Attach as enclosure & refer here)
8.	Form of bid-securing declaration	(Attach as enclosure & refer here)
9.	Proof of annual financial turnover from his/her /firm's Chartered Accountant.	(Attach as enclosure & refer here)

10.	An affidavit duly certified by a Notary that the partners of the firm sole Proprietor or Company has never been black listed/not involved in any Police case or indicted by any Hon'ble Court.	(Attach as enclosure & refer here)
11.	Latest Income Tax Returns (with TAN/PAN No.) GST Registration number with last three years returns (enclose photo copies).	(Attach as enclosure & refer here) 1. Income Tax _____ 2. GST _____ 3. TAN _____ 4. PAN _____
12.	Details of establishment Registration with date obtained from the concerned authorities (enclose photo copies).	(Attach as enclosure & refer here)
13.	Details of E.S.I.C. Registration with Date	
14.	Details of E.P.F. Registration with Date	
15.	Audited balance sheet and Profit/Loss A/c for the last 3 years (enclose photo copies) ending 31 st March 2021	(Attach as enclosure & refer here)
16.	Copy of Labour License issued by appropriate authority.	Attach copy and refer here.

Date :

Signature of Bidder:

Seal & Address:

To be submitted in Original on your Company/Firm Letter Head

Ref: _____ Dated: _____

The Director
National Institute of Technology,
Warangal.
(Telangana)

Sub: Contract for providing Man-power—Skilled, Semi-skilled Un-skilled and other categories for NIT Warangal – regarding

Sir,

With reference to NITW Tender Notice Inviting quotations for providing manpower on outsourcing contract Basis, following the Two Part system, we hereby enclose the rate quotation in the prescribed proforma in two parts i.e. (Technical & Financial) in the prescribed proforma separately.

We have read all the terms & conditions of the Tender Documents and state that we accept them as such fully.

It is also certified that the offer submitted has no deviation from the Terms & Conditions of the Tender Document.

Yours faithfully,

Signature of the Authorized Signatory

Name:

Address:

Mobile/Telephone No.

Seal of the Company/Firm

Date:

PRICE BID, WAGES AND OTHER DETAILS

1. NITW shall award the contract to the successful bidder whose bid has been found to be technically responsive, who had quoted the least value of service charges (but not less than 2%), abiding to the terms and conditions mentioned in the tender document and financial bid document, and also who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

2. **The least value of the service charges offered (L1 bidder) (but should not be less than 2%), amongst the technically responsible bidders will be considered as the successful bidder.**

Note: If TIE happens in the financial bid:

- (a) If there is a TIE, a one-time chance will be given to the bidders (under TIE) for submitting a revised quotation on the spot in a sealed envelope (format will be given on the spot only) in the presence of the duly constituted committee and the L1 will be decided on the spot which will be accepted by all the bidders.
- (b) Even at this stage against if there is a TIE, the bid will be awarded based on the lottery amongst the bidders under TIE.

3. Price Bid & Wages details .

- a) Price bid must be submitted in enclosed Price Bid Form only. (at Annexure VII)
- b) Service charges for providing security services to NITW cannot be less than 2% of total amount of basic wages payable to the personnel deployed by the agency per month.
- c) GST should be shown separately only. NITW will reimburse the actual GST paid or will provide necessary documents to avail the exemption from GST to educational institutions, as applicable as per the rules in vogue.
- d) The service charge should be offered ONLY in the price bid format. If it is indicated or mentioned in any other places of the tender document, the bid will be considered as invalid and will be rejected for any further consideration.
- e) Agency's Administration/Service Charges cannot be less than 2% or such that it has been kept below the minimum prescribed or deliberately low to secure the contract. Such offers will be treated as invalid for all purposes and will be summarily rejected.
- f) Director, NITW has the right to reject the lowest offer or all the offers of the tenderers without assigning any reason thereof. No further communication in this regard will be entertained.
- g) The agency should pay on monthly basis, the wage to their outsourced personnel as per the latest rate/the rate at vogue applicable at the minimum of the wage prescribed by the Government of India (i.e., at the minimum of per day wage – pertaining to each category viz., Skilled, Semi-skilled, Unskilled, Highly skilled etc., the latest rate - central – applicable to Area B – basic rate and the variable DA – VDA) in vogue, as prescribed by the Chief Labour Commissioner, Government of India, Ministry of Labour & Employment, New Delhi and as revised from time to time.

ANNEXURE VII**FINANCIAL BID**

Tender to provide agency's manpower at NIT Warangal purely on temporary basis under various categories viz., Highly skilled, Skilled, Semi-skilled Un-skilled and other categories for a period of initially **Two years, which shall be extended for a maximum of one more year on mutual consent (total 3 years)**. The trades of engagement of manpower are like Office Assistants, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Technicians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics, office Attendants, laboratory attendants, workshop attendants, Technical supervisors in Electrical, Civil works and other such trades as required by the institute from time to time. The mentioned trades/categories and number of persons required are only indicative for a rough idea for the tenderer and the engagement of suitable manpower of the agency will be as required by the institute from time to time.

CATEGORY	Number of persons required approximately in each category as on date	Service charge in % (percentage) of basic wages	% (percentage) of GST applicable (On column 3)
1	2	3	4
Highly skilled	02 (TWO)		
Skilled	62 (SIXTY-TWO)		
Semi-Skilled	24 (TWENTY-FOUR)		
Un- skilled	10 (TEN)		

- NOTE:**
1. Please read carefully all the details given at Annexure VI at Page No 13 above before filling up the financial bid document.
 2. The requirement of manpower indicated in the above Financial Bid (column 2) is provisional/indicative and may vary at the time of award of work (Actual basis). The requirement may be increased or decreased at the discretion of the competent authority of NIT Warangal.
 3. ESI & EPF will be applicable at the rate (percentage) on the basic wages. Bonus @ 8.33% of basic wage is applicable.
 4. EPF will be on the maximum ceiling amount (presently Rs.15,000/-) in vogue, as may be modified through orders by Govt of India from time to time.
 5. No ESI is applicable in case of basic wage plus VDA per month exceeds Rs.21,000/- pm (present ceiling in vogue, as may be modified through orders by Govt of India from time to time).
 6. GST on service charges, EPF and ESI will be extra. The actual GST will be reimbursed on claim by the agency /production of proof of remittance of GST.

Date:
Place:

Signature of authorized person :
Full Name:
Seal :

TERMS & CONDITIONS

1. As it is mandatory for the Contractor to pay minimum wages as fixed by the Central government, plus the statutory dues like ESI, EPF, Bonus, GST etc., any bidder quoting separately the per day/monthly wage etc, shall be disqualified at the stage of evaluation.
2. Disbursement of salary to the outsourced employees deployed by the agency shall be done by the contractor by online transferring the applicable wage for the month to be deposited in the respective bank savings account of each outsourced personnel on or before 7th day of every month.
3. No outsourced employee deployed by the manpower agency will be allowed to enter in the premises without identify card issued by the agency.
4. The contract shall be initially for **Two years** period from the date of award unless it is curtailed or terminated by NITW owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the work requirements etc. **The service charge agreed by the contracted manpower agency will remain constant (same) throughout the contract period.**
5. The period of will be initially **Two years, which shall be extended for a maximum of one more year (total 3 years)**. Extension of contract period beyond two years will be on mutual consent of the contract agency and NIT Warangal. If no such extension of contract period order is issued beyond the initial two years it should be understood that the contract period had expired.
6. The contract may be extended, on the same rate, terms and conditions or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful service providing Company/Firm/Agency and NITW.
7. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
8. The bidder will be bound by the details furnished by him/her to NITW, 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 liable for legal action besides termination of contract.
9. NITW reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
10. The Contractor is required to abide by the terms and conditions of agreement enclosed herewith.

AGREEMENT

(DRAFT)

(Agreement for providing highly skilled, skilled, semi-skilled and un-skilled workers)

This AGREEMENT made on this.....day of between National Institute of Technology, Warangal an autonomous institute, under the Ministry of Human Resources & Development, Govt. of India, registered under the Societies Registration Act and having its office at NIT Campus, Warangal (hereinafter referred to as NITW) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

_____ (hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the NITW is desirous of awarding Contract for providing Outsourcing of Man-power— highly skilled, Skilled, Semi-skilled Un-skilled and other categories for a period of **Two years** for “Office Assistants, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Technicians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics , Attendants and Technical supervisors in Electrical and Civil works.” at National Institute of Technology, Warangal and where the contractor has offered to provide skilled, semi-skilled and un-skilled workers on the terms and conditions hereinafter stated.

WHEREAS the contractor has represented that he/she/firm is a registered Contractor under the provisions of contract labour (Regulation and Abolition Act), 1970 and has further represented that he/she is eligible to get this contract and there is no legal or any other bar on him/her/firm in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this Contract shall be carried out by the contractor at his own expenses, etc., and the contractor shall report the compliance thereof to the NITW. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act/provisions.

WHEREAS the NITW has agreed to award the contract as per details of this Tender Document for providing Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of Two years for “Office Assistants, Accountant, Library Assistants, Data Entry Operators, Drivers, Plumbers, Electricians, Audio & Visual Technicians, Pharmacist, Nurses, Lab Assistants, AC mechanics , Attendants and Technical supervisors in Electrical and Civil works.” workers, hereinafter mentioned as the work assigned.

AND WHEREAS the contractor has agreed to furnish to the National Institute Technology a performance guarantee of @ 3% of the awarded value by way of Bank Guarantee/Fixed Deposit in favour of Director, NITW.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:-

A. GENERAL CONDITIONS

1. That it is explicitly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall an employer employee relationship accrue/arise implicitly or explicitly between the said persons and the NIT, Warangal. Subcontracting shall not be permitted.

2. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with the Registrar, NITW or his nominee. Subsequently, the contractor shall review the work assigned from time to time as advised by the Registrar, NITW or his nominee for further streamlining their system. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Registrar, NITW or his nominee in this respect from time to time.

3. That the Registrar, NITW or his nominee shall be at the liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.

4. That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful activity or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such person(s) on reporting/intimation by the Registrar, NITW or his nominee in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Registrar, NITW or his nominee in case of any of the aforesaid misconduct on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the contractor shall carefully and diligently perform the work assigned to him/her/firm as mentioned at Annexure 'A' in consultation with the Registrar, NITW.

2. That for performing the assigned work, the contractor shall deploy medically and physically fit person. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.

3. That the contractor shall submit details, such as, names, parentage, residential address, age, contact detail, etc., of the persons deployed by him/her in the premises of the NITW. The contractor shall issue identity cards bearing their photographs/ identification, etc., to the employees deployed for the work for their proper identification and such employees shall display their identity cards while entering/ leaving and on duty.

4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under applicable labour laws and other statutory provisions.

5. That the contractor shall at his own cost take necessary insurance cover in respect to the aforesaid services rendered to NITW and shall comply with the statutory provisions of contract Labour (Regulations & Abolition) Act 1970. The contractor shall abide by and honour the Employees State Insurance Act, Workman's Compensation Act 1923; Payment of Wages Act 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The payment of Bonus Act 1965; The minimum Wages Act 1948; Employer's Liability Act 1938; Employment of Children Act 1938, maternity benefit act and any other Rules/regulation and statutes that may be applicable to them.

6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the NITW indemnified from all acts of omission, fault, breaches and / or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfil any of the obligations hereunder and/ or under the said Acts, rules/ regulations and/ or any by-laws or rules framed under or any of these the NITW shall be entitled to recover any loss or expense which it may have to suffer or incur on account of such claim(s), loss or injury from the contractor's monthly payments.

7. That the contractor shall be required to maintain permanent attendance register/ roll within the building premises and will be regularly inspected/checked by the authorized officers of NITW.

8. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the NITW and shall furnish copies of wages register/ muster roll, etc. to the NITW for having paid all the dues, including the salary, to the persons deployed by him/her/firm for the work under the Agreement. This obligation is imposed on the contractor to ensure that he/she/firm is fulfilling his/her commitments toward his/her/firm employees so deployed under various Labour Laws, having regard to the duties of NITW in the respect as per the provisions of Contractor Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with the Labour regulations as amended from time to time in regard to the payment of wages, deductions/recovery from wages, maintenance of wages book, wages slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

9. That the contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at NITW in their respective names before submitting the bill or along with the wages bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required document.

10. The contractor shall take all precautions to prevent any unlawful riot or disorderly conduct or acts of his/her employees so deployed and ensure peace and protection of persons deployed herein the premises, and property of NITW.

11. That the contractor shall deploy his/her/firm persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his/her/firm employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information,

or submitting or filling any statement under the provisions of the said regulation and rules which is materially incorrect, he shall without prejudice to any other liability reimburse the Director, NITW the sum incurred by the NITW in this regard.

12. The Contractor shall remove all workers deployed by him/her on termination of the contract or on expiry of the contract from the premises of the NITW.

13. The performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/ or loss/ damage if any sustained by the Institute.

14. The agreement be returned duly signed with the name and details of the representative of the firm to liaison with NITW.

15. The character & antecedents of the outsourced manpower to be deployed has to be verified from the nearest police station.

C. PENALTIES/ LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the performance guarantee will be forfeited and further the work may be got done from any other agency at his risk and cost, or any other action as deemed fit by the Director, NITW.

2. That if the Contractor violates any of the terms and conditions of this agreement or commits any default or his services are not to the entire satisfaction of the Registrar, NITW or his nominee, a penalty leading to a deduction up to a maximum of 10% of the total amount of the bill for the particular month will be levied.

D. COMMENCEMENT AND TERMINATION

1. That this contract (agreement) shall come into force with effect from _____ and shall remain in force for a period of **Two years**. The period of contract may be extended for a further period of **One year** on satisfactory performance on the same terms and conditions as are mutually agreed upon.

2. That this agreement may be terminated on any of the following contingencies:-

a. On the expiry of the contract period as stated above

b. By giving one month's notice by NITW on account of:

i. Committing breach by the contractor of any of the terms and conditions of this agreement

ii. Assigning the contractor any part thereof to any sub-contractor

c. On the contractor being declared insolvent by competent Court of Law, during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

E. ARBITRATION

1. In the event of any question dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration of Director, NITW.

2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to is unable to act for any reason whatsoever, the Director, NITW shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor or afresh as the case may be.

3. The Arbitrator may give interim award(s) and / or directions, as may be required.

4. Subject to the aforesaid provision, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these present on the date, month and year first above written.

For and on behalf of the Contractor
Name:
Designation:

For and on behalf of
National Institute of Technology,
Warangal

WITNESS

- 1.
- 2.

FORM OF BID-SECURING DECLARATION

Date : _____

Tender No. _____

To,
The Registrar
NIT Warangal

Sir,

I / We, M/s _____, the authorized signatory (ies)
declare that :

I / We understand that, according to your conditions, bids must be supported by a bid- securing declaration.

I / We accept that we will automatically be suspended from being eligible for any bidding in any contract with NIT Warangal for a period of time of three years starting on 01st August 2021/date -as per the contract agreement/work order, if we are in breach of our obligation(s) under the bid conditions, because we :

- (a) Have withdrawn our bid during the period of bid validity specified in the tender document; or
- (b) Having been notified of the acceptance of our bid by NIT Warangal during the period of bid validity
 - (i) fail or refuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the performance security in terms of the tender document, GFR and Govt of India rules from time to time.

I / we understand that this bid security declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder, or (ii) 30 days after the expiration of our bid/date of issuance of the LOA/WO.

*Signed : _____ & Sealed

(in the capacity of) _____, duly authorized to sign the bid for and on behalf of the bidder
M/s _____.

Dated on _____ day of _____ 2021. ***(to be digitally signed and validated)**

SCHEDULE OF TENDER

Name of Organization	National Institute of Technology, Warangal
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/Works)	Services/Works
Estimated cost of the tender	Rs.600.00 lakhs (approx.)
Type/Form of Contract (Work/Supply/Auction/ Service/Buy/Empanelment/ Sell)	Works
Nodal authorities / Responsible officer / Department other authorities responsible for the subject work of NIT Warangal	Director / Registrar / Administration Department / Deputy Registrar – Administration, NIT Warangal.
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems) Name of the tender / contract	Tender for outsourcing of manpower
Source of Fund (Institute/Project)	NITW
Is Multi Currency Allowed	No
Date of Issue/Publishing	
Document Download Start Date	
Document Download End Date	
Last Date and Time for Uploading of Bids	
Date and Time of Opening of Technical Bid	
EMD	EMD is exempted as per the orders in vogue issued by the Govt of India. However, bidders have to submit Bid Security Declaration as per the proforma attached with the NIT.
No. of Covers (1/2/3/4)	2 (technical & financial bids)
Bid Validity days (180/120/90/60/30)	120 Days
Address for Communication	The Registrar, Administration Building, National Institute of Technology, Warangal-506004
Contact No.	For Queries: 0870-2459366 / 0870- 2462040
Email Address : registrar@nitw.ac.in	