

Bids

are invited for

*Supply of Manpower for Cleaning, Sanitation &
Housekeeping Services of Campus*

in

National Institute of Technology, Patna

Tender No.: NITP/Proc./2020-21/02



National Institute of Technology, Patna

Ashok Rajpath, Mahendru, Patna-800005

Ph.: 0612-2371715, 2372715, 2371929; Fax: 061-2660480

Website: www.nitp.ac.in, Email: registrar@nitp.ac.in

(NOTICE INVITING TENDER)

1. Sealed tender, on behalf of the Director, NIT Patna, are invited under two bid system (Technical Bid and Price Bid) from eligible, experienced and financially sound, registered Companies/Firms/Agencies for **“Supply of Manpower for Cleaning, Sanitation & Housekeeping Services at NIT Patna Campus”** as per the requirement detailed in the tender document.
2. Bidders may download tender document either from Central Public Procurement Portal: <http://eprocure.gov.in/epublish/app> or NIT Patna Website: <http://www.nitp.ac.in/php/home.php>
3. Interested bidders are required to fill it with all relevant information and submit the complete tender document at NIT Patna as per the time schedule given in this tender document.
4. Bidders are advised to go through instructions provided at **“Instructions for Bidder”**. Bidders are requested to follow the instructions carefully as prescribed in the tender document before submitting the bids.
5. Tender document with all documents should be sent to **“The Registrar, NIT Patna, Ashok Rajpath, Mahendru, Patna-800005** by Speed Post or sealed tender should be dropped in the tender box kept in the Administrative Building, 1st Floor, Director’s Office Side of NIT Patna with the closing time limit. Bids received after prescribed time limit shall not be accepted under any circumstances.
6. The Institute shall not be responsible for any delay in submission of Bids. The Institute reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. The Institute also reserves the right to relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof. Institute’s decision in this regard shall be treated as final and binding. No correspondence in this regard will be entertained. Further, the Earnest Money Deposit (EMD) shall be forfeited, if it is found at any stage that information/particulars given by bidder are false.
7. A Demand Draft/Banker’s Cheque for an amount of **Rs. 1,180/- (Rupees One Thousand One Hundred Eighty Only)** {inclusive of 18% GST} (non-refundable) from Nationalized/ Scheduled Bank drawn in favour of **“Registrar, NIT Patna”** payable at **“Patna”** is to be submitted along with bid towards tender processing fee, failing which the bid will be rejected. Bidders are requested to write their name, mobile number, email and full address at the back of the Bank Draft / Banker’s Cheque submitted. Exemption to NSIC/MSME registered firm is allowed as per GoI Rules.
8. The Earnest Money Deposit (EMD) of **Rs. 5,00,000/- (Rupees Five Lakh Only)** shall be submitted in the form of Demand Draft/Bankers’ Cheque from Nationalized/ Scheduled Bank in favour of **“Registrar, NIT Patna”** payable at **“Patna”** along with the technical bid. Earnest Money Deposit will be refunded to unsuccessful bidders after finalization of the contract without any interest. Exemption to NSIC/MSME registered firm is allowed as per GoI Rules.
9. Successful bidder has to deposit **Rs. 20,00,000/- (Rupees Twenty Lakhs Only) or 10% of the proposed gross annual value of the bid, whichever is higher** as performance security deposit. Performance security will remain valid for 2 months beyond the date of completion of all contractual obligations. Performance Security will be returned after completion of all contractual obligations without any interest. No exemption is allowed to NSIC/MSME registered firm.
10. Conditional bids shall not be considered and will be rejected out rightly.
11. The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by a Committee constituted for the purpose.
12. Any subsequent Updates, Addendums, Corrigendums etc., if any, will be published only on the website <http://eprocure.gov.in/epublish/app> and <http://www.nitp.ac.in/php/home.php>. All bidders are required to regularly check the Institute website for any update(s).

CRITICAL DATE SHEET

Name of the Work	Supply of Manpower for Cleaning, Sanitation and Housekeeping Services at NIT Patna.
Date of Issue/Publication of Tender and bid submission start date	24/06/2020, 10.00 A.M.
Last Date and Time for submitting e-mail queries regarding technical specifications and other conditions of tender document	30/06/2020, 05.00 P.M. (Kindly note that all queries are to be sent on the e-mail address given at the last row of this sheet. No e-mail queries shall be entertained after the aforementioned date and time.)
Pre-Bid Meeting Date, Time & Venue (Interested bidder may visit the office and discuss their queries about of tender conditions, scope of work etc.)	01/07/2020, 03.00 P.M. VENUE- TEQIP Conference Room, Administrative Building, NIT Patna, Patna-06.
Last Date and Time for submission of Bids	17/07/2020, 01.00 P.M.
Technical Bid Opening Date	17/07/2020, 03.00 P.M.
Financial Bid Opening Date	Will be Intimated later.
Address for Submission of Bid (Through By Hand/Speed Post/Registered post)	The Registrar, (for Procurement Section), NIT Patna, Ashok Rajpath, Mahendru, Patna-800005 Email: registrar@nitp.ac.in Or, Bid should be dropped in the tender box kept in the Administrative Building, 1 st Floor, Beside Director's Office, NIT Patna.

Sd/-
Registrar,
National Institute of Technology Patna
Ashok Rajpath, Mahendru,
Patna - 800005 (Bihar)
Email: registrar@nitp.ac.in

CONTENTS OF TENDER DOCUMENT

Supply of Manpower for Cleaning, Sanitation and Housekeeping Services of Campus in NIT, Patna

Section	Description	Page No.
I	Instructions to bidders & Scope of work	5-7
II	Details of Manpower Requirement for desired services	8
III	Deployment and supervision of work	9-10
IV	Minimum Eligibility required for bidding	11-12
V	Proforma for Technical and Financial Bids	13-16
VI	Evaluation Scheme	17-18
VII	General Conditions of Contract	19-23
VIII	Service Level Agreement	24-28
Annexure I	Affidavit regarding Blacklisting/ Non-Blacklisting from Taking Part in Govt./PSU/CAB Tender	29
Annexure II	Work Experience	30
Annexure III	Details of Equipment	31

SECTION-I

Instructions to Bidders

1. **Scope of Work :-**

In brief, the job function is to clean the entire campus on day to day basis in NIT (Patna) viz., Cleaning/Sweeping of all Academic Buildings, Administrative Buildings, Blocks, Library, Hostels, Canteen Facilities Area, Floors of all Building, Roofs of all Building, all Toilets, Barandah, all Office Rooms, Staff and Officers Cabins, Directors's Bunglow, Laboratories, All Roads, grounds, cleaning of water tanks, removal of garbage, all common places and spaces, stairs etc. The agency is responsible for cleaning and upkeep of all surroundings at all times.

Manual scavenging is prohibited. Garbage, waste material etc. should be disposed of as per the Municipal Norms and Environment norms.

The estimated requirement of manpower under different categories as provided in the Minimum Wages Act as applicable such as unskilled and semi-skilled is **95 nos.** The number of manpower may be increased or reduced during the tenure of the contract. The Institute reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract and decision of Institute in this regard would be final and binding.

Before submitting the bids, the bidders are advised to inspect and survey the site of works, labour etc. The bidders shall be well acquainted with the terms and conditions of the contract. Any misunderstandings of the conditions/rules/regulations shall not entitle the bidders for any sort of compensation.

2. **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute will, in no case, be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information sought by the bidding documents or submission of a bid not responsive to the bidding requirements in every respect will be at the Bidder's risk and may result in rejection of bid.

3. **Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in English language.

4. **Documents Comprising the Bid**

The bids are to be submitted in two separate envelopes i.e. Techno commercial un-priced bid and priced Bid. These two envelopes should be put in a big envelop and properly sealed.

- (a) **1st Envelope-** Techno commercial un-priced bid with Processing Fee and EMD.
- (b) **2nd Envelope-** Priced bid.

The bigger envelope should be super-scribed "**Supply of Manpower for Cleaning, Sanitation & Housekeeping Services at NIT Patna**" along with Tender Reference No. and last date & time of submission of bid.

4.1 **Techno commercial un-priced bid:**

Proforma for techno-commercial un-priced bid is mentioned in the document.

4.2 Price Bid

The price bid should be submitted in the proforma given in the document.

- (a) The prices quoted must be in percentage as shown in the document.
- (b) **Bidders quoting less than 2.0% Service Charge may not be considered** for further evaluation. The Minimum Service Charge of **2.0%** has been arrived at giving consideration to deductions on account of TDS; cost of two sets of uniform, one pair of shoes, identity cards, stationery, accounting and administrative charges, cost of recruitment process etc. along with suitable profit thereafter to the prospective bidders.
- (c) This has been decided as the Institute to ensure that unduly lower rate of Service Charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from workers, etc. thereby affecting the performance of the workers.
- (d) The rate once accepted by the Institute shall remain valid till the successful expiry of the contract period. The Institute shall not entertain any increase in the rates during the contract period. However, in the event there is a reduction or increase in Government levy/duties/taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.
- (e) Prices shall be quoted in Indian Rupees only.

5. Period of Validity of Bids

Bids shall remain valid for **180** days after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify the bid. Financial Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

6. Modifications and Withdrawal of Bids

No bid will be modified after submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder in the bid form. Withdrawal of a bid during aforementioned interval may result in the Bidder's forfeiture of its EMD.

7. Opening of Techno commercial un-priced Bids

All techno-commercial un-priced bids will be opened in the first instance.

8. Clarification of Bids

During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

No Bidder shall contact the Institute authority on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing. Any effort by a Bidder to influence the Institute's authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

9. Evaluation of Techno commercial un-priced Bid

Prior to the detailed technical evaluation, the authority of the Institute will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential criteria. If any bidder does not meet the essential criteria as laid down in this bid document, then their bid will be rejected.

No document will be accepted in support of essential criteria after the last date of submission of bids. The bidders short-listed by the Institute based on meeting the essential criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

10. Opening of Price Bids

Price Bids of only those bidders who meet the essential criteria and whose techno commercial un-priced bids have been found to be eligible and substantially responsive will be opened. The price Bids of the technically qualified bidders shall be opened in the presence of the tender committee.

11. Evaluation and Comparison of priced Bids

Arithmetical errors will be rectified on the following basis:-If there is a discrepancy between words and figures, **whichever is the higher of the two** shall be taken as bid price.

12. Institute's right to accept any bid and to reject any bid or all bids

The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Institute's action.

13. Award Criteria

The Bidder/Company/Firm/Agency achieving the highest combined technical and financial score after giving weightage as mentioned in this document will only be awarded the work.

SECTION-II

Details of Requirement:

1. Requirement of manpower to be deployed for providing cleaning, sanitation and housekeeping services in the Institute is as follows:

<i>Sl. No.</i>	<i>Description</i>	<i>Department/Section</i>	<i>Approximate Number</i>
1	Semi-Skilled (Supervisor)	For supervising the work	03
2	Un-skilled (Cleaning Staff)	For sweeping/cleaning/housekeeping etc.	92
TOTAL			95

2. Role & Responsibility:-

(a) Supervisor:

- (i) To plan and execute all the housekeeping/cleaning/sanitation activities in the campus throughout the contract period in co-ordination with Institute representative
- (ii) To be available at set timings by the Institute on all week days (Monday to Saturday). Also, he/she should be available during holidays/off office hours, whenever required by Institute without extra compensation.
- (iii) To monitor and control the activities of entire Housekeeping/cleaning/sanitation staff.
- (iv) To act as Nodal Point of contact and report all housekeeping/cleaning/sanitation activities on day to day basis.
- (v) To draw/issue the consumable material and ensure its effective utilization.

(b) Cleaning Staff:

- (i) General cleaning and upkeep of campus/office premises, toilets and wash spaces.
- (ii) Should be able to operate housekeeping/cleaning/sanitation related latest equipment.

SECTION -III

Deployment and Supervision of Work

A. DEPLOYMENT AND SUPERVISION OF WORK:

1. The present normal working timings are from **08:00 am to 12:00 Noon** (timings may be different for Lab/Workshop), with one & half an hour lunch recess from **1:30 pm to 5:30 p.m.** with week holidays and wherever required staggered duty/shift duty/night duty for 8 hours shift will be adopted.

The deployed staff should report for duty for 06 days a week from Monday to Saturday. In the interest of the institute, the service of the workers may be required on all days in a month irrespective of holidays and they should be prepared to work in shifts as may be required. Agency should give one day week off (on Sunday) to the deployed workers.

2. The manpower deployed by the contractor may be allowed only one weekly rest irrespective of number of the holidays observed by the Institute except National Holidays.
3. The Contractor has to ensure proper attendance and proper weekly off of the manpower deployed. The Contractor shall be fully responsible for providing weekly off, National holidays etc., to the manpower deployed.
4. As and when any of the manpower comes late or proceeds on leave or absents himself/herself, it will be the responsibility of the Contractor to provide a suitable substitute. In case of absence/leave by any particular person, the Contractor shall make alternate arrangement immediately so as to ensure full staff at work at all time, failing which a penalty which may extend up to wages at double per day per person rates may be deducted.
5. The bidder/contractor shall be responsible for recruitment and deployment of staff for service and the staff so recruited and deployed by him shall be under his direct control/supervision. The bidder/contractor shall exercise total superintendence, control and supervision over the staff and their work.
6. The bidder/contractor shall not deploy any minor as worker.
7. The Contractor will be required to depute **one** of its representatives as may be needed to supervise and guide the workers for proper execution of the work as per directions of the Officer-in-Charge nominated by Institute to administer the contract.
8. **Verification of Character and Antecedents:** The persons deployed for work should not be involved in any police case. Police verification certificate for the persons deployed for work has to be submitted by the Contractor. A verification report in respect of all the personnel of Contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of NIT Patna. Any changes should be informed immediately.
9. **Medical Examination:** The personnel deployed shall undergo medical examination at the expense of the Contractor to ensure that they are free from any communicable diseases and medical examination certificate to be furnished as and when called for by the Institute.
10. **Identity Cards:** The bidder/Contractor shall issue Identity Cards to all staff engaged by them for housekeeping activities at their own cost.

- 11.** Daily Attendance Registers will be maintained to keep record of personnel on duty.
- 12.** The workers should maintain highest discipline and behave politely with the faculty, staff, students and guests. They should not argue with anyone. The persons deployed by the Contractor should be reliable, trust worthy, alert and efficient.
- 13.** The workers should maintain personal hygiene and wear uniform while on duty.
- 14.** If in the opinion of the Institute authorities, 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. In case of any complaint or any unusual behavior of the worker, he/she should be replaced within 24 hours upon such intimation from the Institute.
- 15.** The Contractor or his representative should approach the Administrative Section, if he needs any instructions.
- 16.** The representative of the Contractor shall be responsible to coordinate, daily attendance, grant of weekly off, discipline, manage work, interaction with office-in-charge for day to day work.
- 17.** Consumable items whatsoever required for cleaning, sanitation and housekeeping services will be provided by the Institute and should be used economically by the deployed cleaning staff through maintaining proper record.

SECTION -IV

MINIMUM ELIGIBILITY CRITERIA REQUIRED FOR BIDDING

The bidders having following minimum qualification are eligible for bidding:

1. The bids submitted by the bidders will be evaluated as per below:
 - (i). The bidder firm must be a legally valid identity i.e. a Proprietary /Partnership Firm/ Limited Company/ Society legally constituted or registered under the relevant Act (Enclose a self – attested copy of the registration certificate/ relevant document).
 - (ii). Must have a valid license for cleaning and sanitations services to the organizations/ institutions under Contract Labour (Regulation & Abolition) Act – 1970. The license must be valid. (Enclose self-attested copy of the document).
 - (iii). The bidder must have at least 5 years’ experience of supply of manpower towards cleaning and sanitation services to organization.
 - (iv). Must be registered with Employees’ Provident Fund Organisation (EPFO), Employees’ State Insurance Corporation, and such other Tax Authorities as Income Tax, Goods & Services Tax (GST) [Enclose copies of registrations such as EPFO, ESIC, GST, PAN etc.].
2. Must have an average Annual Turnover of **200.00 Lakhs or above** in each of the three (03) financial years (2016-17, 2017-18 and 2018-19), in the books of account. Specific certificate regarding the Turn Over is required to be furnished under certification of the Chartered Accountant Firm which had undertaken Audit of the bidder during these three financial years.
3. Certificates of satisfactory performance from at least two Organisation of repute for the three years 2016-17, 2017-18 and 2018-19. The certificates must have been issued on the letter head of the organization clearly indicating the duration of contract, details of manpower provided and value of the contract. **Please note that copies of work-orders and agreements shall not be considered for this purpose.**
4. The Bidders should have undertaken/completed the following work for Supply of manpower in the 3 years (2016-17, 2017-18 and 2018-19):

One work order for supply of manpower towards *cleaning and sanitations services* of value not less than 200.00 Lakhs per annum in the 3 financial years (2016-17, 2017-18 and 2018-19.).

OR

Two work orders for supply of manpower towards *cleaning and sanitations services* each of value not less than 100.00 Lakhs per annum in the 3 financial years (2016-17, 2017-18 and 2018-19.).

OR

Three work orders for *Supply of manpower* towards *cleaning and sanitations services* each of value not less than 65.00 Lakhs per annum in the 3 financial years (2016-17, 2017-18 and 2018-19.).

Note:

- a. The work executed in the own name of the bidder only will be considered for meeting the eligibility criteria.
 - b. The certificate of experience should be **exclusively** for supply of manpower towards ***cleaning and sanitation services***.
 - c. *Copy of work order/agreement and/or self-certified certificates* **WILL NOT BE ACCEPTED as certificate of experience.**
5. Preference will be given to the ISO certified agency.
6. An affidavit, in original: Duly certified by a Notary that :
- (a) The Partners of the firm or sole proprietor or Company as the case may be, has not been black-listed in last **10 years** and the name of the firm or company has not been changed.
 - (b) That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be and that he has never been punished by any Court.
 - (c) That there are no dues towards income tax as on the date of the affidavit.
7. Production of originals for verification: Successful bidder may be asked to produce the original documents for verification/examination as and when sought for by the Institute Authority.
8. Bank Solvency Certificate issued by any National/Scheduled Bank.

SECTION -V

1. Proforma for Technical Bid

(For Supply of Manpower for Cleaning, Sanitation & Housekeeping Services in NIT Patna)

(Submit all documents with the Technical bid)

Sl. No.	Particulars	Technical Compliance (Yes / No)	Details	Page No.
1.	Name of Tendering Company/ Firm/ Agency (Attach Certificate of Registration)			
2.	Name of Director/Proprietor of Company/Firm/Agency			
3.	Full Address of Registered Office with Telephone No. Fax E-mail			
4.	Full Address of operating/ Branch office with Telephone No. Fax E-mail			
5.	Banker of Company/ Firm/Agency with full Address (Attach certified copy of Bank Statement)			
6.	PAN (Attach self-attested copy)			
7.	GST No. (Attach self-attested copy)			
8.	E.P.F. Registration No. (Attach self-attested copy)			
9.	E.S.I. Registration No. (Attach self-attested copy)			
10.	Valid Labour License No. (Attach self-attested copy)			
11.	Number of years of experience in providing manpower towards cleaning and sanitation services in Organisation of repute (Attach self-attested copy of all relevant documents).			
12.	Satisfactory Performance Certificate from at least two Major Clients in the 3 financial years (2016-17, 2017-18 and 2018-19) along with work orders.			
13.	Details of equipment available with the Bidder to be used for Cleaning/sanitation/housekeeping purpose along with supporting documents.			
14.	Income Tax returns for financial year 2016-17, 2017-18 & 2018-19			
15.	Total annual turnover financial year wise for three (03) financial years (2016-17, 2017-18 and 2018-19)			
16.	Total number of employees on roll of the Company/ Firm/ Agency as on 01.01.2020			
17.	Affidavit stating that: (i) The Partners of the firm or sole proprietor or Company as the case may be, has not been black-listed in last 10 years and the name of the firm or company has not been changed.			

	(ii) That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be and that he has never been punished by any Court. (iii) That there are no dues towards income tax as on the date of the affidavit.											
18.	Declaration about non-involvement in fraud and corrupt practices (Duly signed and attested)											
19.	Details of Earnest Money Deposit (i) DD No. (ii) Date (iii) Amount (iv) Drawn Bank											
20.	Details of Tender Processing Fees DD/Cheque No. Date Amount Drawn Bank											
21.	ISO Certification											
22.	Bank Solvency Certificate issued by any Nationalized Bank											
	Ongoing similar contract in Organisation of repute.											
	<table border="1"> <thead> <tr> <th>S.No.</th> <th>Details of client along with address, telephone and e-mail Id</th> <th>Amount of Contract (in Rs.)</th> <th>Duration of Contract (From To)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S.No.	Details of client along with address, telephone and e-mail Id	Amount of Contract (in Rs.)	Duration of Contract (From To)							
S.No.	Details of client along with address, telephone and e-mail Id	Amount of Contract (in Rs.)	Duration of Contract (From To)									
24.	Any other details, if any											

Proforma for annual turnover (Attach audited documents)

Description	Financial Year		
	2016-17	2017-18	2018-19
Annual Turnover			
Profit before Tax			
Profit after Tax			
Current Assets			
Current Liabilities			

Note: Bidders may annex separate sheets wherever required for furnishing above details. However, such sheets must be duly signed with seal. Unsigned documents may lead to rejection of bids

**Signature (in ink, with date) with
Seal of Bidder/Tenderer**

2. Proforma for Financial Bid

(For Supply of Manpower for cleaning and sanitation services in NIT Patna)

(Should be submitted in separate envelop super scribing "Price Bid")

Part -A

1. Name of the Contractor:

S. No.	Description	Unit	Amount with break-up (in Rs.)
1	<p>Supplying of manpower for Cleaning, Sanitation and Housekeeping Services at NIT Patna. <i>(Rate must be as per the current minimum rates of wages including VDA for Area "B" at Patna as per the order of Ministry of Labour and Employment, Govt. Of India and include EPF and ESI contributions also)</i></p> <p>Present Minimum wage :- Semi-Skilled – Rs. 593/- per day Un-skilled- Rs. 525/- per day</p> <p>Total Manpower Required :- Supervisor (Semi-Skilled)- 03 Nos. Cleaning Staff (Un-Skilled)- 92 Nos.</p>	Per Month	Semi-Skilled Unskilled
2	<p>Admin./Service Charges on total consolidated wages excluding tax components</p> <p>Charges should be quoted in percentage (%). Charges should not be quoted less than 2%.</p>	Per Month	(in %)

GST- Extra as applicable on production of proof.

Signature (in ink, with date) and Seal of Bidder/Tenderer

Note:

- Quoted price should be exclusive of all taxes. Taxes as applicable shall be paid extra to the Contractor.
- Quoted Service charges should be sufficient to meet out all the statutory deductions. If a firm quotes **less than 2%**, the bid shall be treated as unresponsive and will not be considered.
- Consumable items whatsoever required will be provided by the Institute.**
- Machines namely High Pressure Water Jet Machine, Sweeping Machine, Wet Automatic Floor Scrubber and High Power Industrial Vacuum Cleaner etc. will be provided by the Contractor as and when required without any extra cost.**
- Following rates are prevalent in the Institute as per minimum rates of wages as per the order of Ministry of Labour & Employment, Govt. of India and are subject to amendment/modification in accordance with the subsequent order, if any of Ministry of Labour & Employment, Govt. of India.

(Company Letterhead of Bidder/Tenderer)

Declaration

I, Son/Daughter/Wife of Shri.....
Director/Partner/Proprietor/Authorised signatory of the Company/Firm/Agency.....
is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;

3. The information/ documents furnished for this tender are true and authentic and are to the best of my knowledge and belief. I/ We, am/are aware of the fact that furnishing of any false information/ fabricated documents would lead to rejection of my/our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Date: Signature of the authorised person with seal

Place: Full Name

Seal

SECTION –VI

Evaluation of Technical Bids: Technical bids will be evaluated on the basis of parameters given in the Eligibility criteria on the following marks based system. If a bidder does not fulfil any of the Mandatory Criteria he stands disqualified.

Sl. No.	Particulars	Allocation of Marks	Total Marks
1	Legally valid identity of the bidder i.e. a Proprietary /Partnership Firm/ Limited Company/ Society legally constituted or registered under the relevant Act (Enclose a self – attested copy of the registration certificate/ relevant document).	5 (Mandatory)	5
2	Valid license under Contract Labour (Regulation & Abolition) Act – 1970. [The license must be valid (Enclose self-attested copy of the document)].	5 (Mandatory)	5
3	Experience: Five (05) Years	10 (Mandatory)	20
	For every two (02) years of experience after Five (05) Years	2 (Subject to maximum of 10 marks)	
4	Registration with statutory bodies such as Employees’ Provident Fund Organisation (EPFO), Employees’ State Insurance Corporation, and such other Tax Authorities as Income Tax, Goods & Services Tax (GST) [Enclose copies of registrations such as EPFO, ESIC, GST, PAN etc.]. All four (EPFO, ESIC, GST, PAN) registration copies are mandatory to enclose.	10 (Mandatory)	10
5	Average Annual Turnover in the three (03) financial years (2016-17 2017-18 & 2018-19): ₹ 200.00 Lakhs per annum	15 (Mandatory)	30
	For each additional ₹ 100.00 Lakhs per annum	5 (Subject to maximum of 15 marks)	
6	Works undertaken/completed in the 03 years (2016-17, 2017-18 & 2018-19): One work order of value not less than ₹ 200.00 Lakhs per annum in the 3 financial years (2016-17, 2017-18 & 2018-19)	15 (Mandatory)	30
	OR		
	Two work orders each of value not less than ₹ 100.00 Lakhs per annum in the 3 financial years (2016-17, 2017-18 & 2018-19)		
	OR		
	Three work orders each of value not less than ₹ 65.00 Lakhs per annum in the 3 financial years (2016-17, 2017-18 & 2018-19)		
	AND		
For each additional work order of value more than ₹ 200.00 Lakhs per annum	5 (Subject to maximum of 15 marks)		
OR			
For each two additional work orders of value more than ₹ 100.00 Lakhs per annum			
OR			
For each three additional work orders of value more than ₹ 65.00 Lakhs per annum			
Total Technical Bid Score (TBS)			100

Bidders securing at least 60 marks in the Technical Bid against the Eligibility Criteria may be considered as Technically Qualified.

Bidders who are declared as Technically Qualified will be allowed to participate in Financial Bid process.

Evaluation of Price Bids:

The service charge as quoted by the bidders will be compared. The bids will be awarded a financial bid score (FBS). The bidder with lowest service charge (L1 bid) will be awarded 100% FBS (considered as base value). Then the other bids will be awarded FBS inversely proportional to their bid value. Thus the L1 bid will have highest FBS (pro-rata basis) and the H1 (highest bid) will have least FBS.

Overall Evaluation of Bids (Technical + Financial):

The overall evaluation of bids shall be done using QCBS model. The final score (FS) shall be calculated based on the formula

$$FS = [TBS*50\%+FBS*50\%]$$

The work shall be offered to the bidder whose bid achieves maximum FS. The second or subsequent bidder who agrees to work at the rates quoted by the bidder scoring highest may be awarded the work.

Tie-Breaking Clause:

In case two or more bidders score equal marks in the Final Bid Evaluation score then the following will criteria will be adopted for tie-breaking in order of merit:

- (i) **01st Preference- Value of similar works executed:-** Bidder having larger value of similar works executed will be given first preference.
- (ii) **02nd Preference- Annual value of turnover:-** Bidder having larger turnover will be given second preference.
- (iii) **03rd Preference- ISO Certification: -** ISO certified agency will be given third preference.

SECTION -VII

GENERAL CONDITION OF CONTRACTS

1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2. Standards

The services under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to such standards as shall be the latest issued by the concerned Institution.

3. Use of Contract Documents and Information

- 3.1 The Contractor shall not, without the Institute's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Institute in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 3.2 The Contractor shall not, without the Institute's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 3.3 Any document, other than the Contract itself, shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the Contractor's performance under the Contract if so required by the Institute.

4. Other Conditions for bid submission

- 4.1 Any conditional bid shall not be considered and will be out rightly rejected in the very first instance.
- 4.2 The bidder shall quote the Technical and Financial bids as per the format enclosed for the same.
- 4.3 The earnest money will be forfeited if the bidder withdraws from the tender at any stage.
- 4.4 The bidder must include the list of clients where they have provided similar services at least in the last 3 years, along with name, phone and fax number of the contact person there, so that references for their services can be obtained, if required.

5. Other General Conditions

- 5.1 NIT Patna, being an Educational Institution, the Contractor will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.
- 5.2 All personnel/employees/workmen employed by the Contractor shall be, preferably, in the age group of 21 – 50 with good health and sound mind. The personnel/employees/workmen of the Contractor shall be liable to security screening by the Security Staff deployed by NIT Patna.
- 5.3 The Contractor shall appoint fully qualified and competent workers as per the requirement at their own cost, to ensure that the services rendered by them are the best.
- 5.4 The employees employed by the Contractor shall always be under the direct and exclusive control and supervision of the Contractor and the Contractor may transfer its employees / workmen in consultation with the Institute. It shall be the sole responsibility of the Contractor to ensure that employees/workmen, deployed by him, fulfill the obligations undertaken by the Contractor under the contract and the Contractor shall provide such employees/workmen at his own cost, with such equipment as may be considered necessary.
- 5.5 The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed before the commencement of work:
 - a. List of Manpower short listed by Contractor for deployment containing full details i.e. date of birth, marital status, address, contact no. etc.;
 - b. Bio-data of the persons with passport size photograph

- c. Police Verification Certificate, Character Certificate and Medical Certificate from issued by competent officials.
- d. Their deployment will be only after the clearance from the security unit of NIT Patna.
- 5.6 Any theft or damage caused due to negligence of the workmen shall be borne by the Contractor. Appropriate amount of penalty after due consideration and hearing will be imposed by Director, NIT Patna or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the Contractor. The decision of the Institute Authority in this regard will be final and binding.
- 5.7 No Accommodation for workmen and Manager shall be provided by the Institute. The Contractor shall have to make his own agreement for the lodging and boarding for their workmen.
- 5.8 NIT Patna will not be responsible for any injury, accident, disability, or loss of life to the Contractor or to any of its personnel that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor. The Contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- 5.9 The selected Firm/Agency shall be solely responsible for the redressal of grievances of the persons employed. NIT Patna shall in no way be responsible for settlement of such issue.
- 5.10 NIT Patna shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 5.11 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NIT Patna.
- 5.12 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a terms of the contract that cost of an arbitration shall be borne by the parties them self. The venue of arbitration, if any, shall be at Patna only. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

6. Terms of Payment:

The Company/Firm/Agency will **first pay the wages of the month to its workers by 1st week of next month and thereafter submit the monthly bill in duplicate along with necessary verifications/documents/Bank statements for reimbursement of the same to the First Party.** The reimbursement of the same will be made by the First Party after all deductions such as T.D.S. etc. as per rules, modified from time to time on monthly basis by NIT Patna on receipt of bill and certification that the satisfactory services have been rendered during the month. Attendance sheet, with signature/attendance status of persons deployed and verified (by the identified person of the Institute) shall be enclosed with the bill. A copy of challan for proof of EPF and ESI deposited along with bank transaction details duly certified by the concerned bank confirming above payments etc. made in respect of such engaged employees from the previous month deputed for this service/work, must be enclosed by the Company/Firm/Agency, with the monthly bills. A certificate that previous month payments of the employees under the contract has been made and cleared in all respect shall be enclosed, along with the list/details of such disbursement. Monthly payment will be made preferably within 15 days of submission of bills, in favour of the Company/Firm/Agency (in the name of the firm/agency, as per award of contract and agreement) after making necessary deductions (Income Tax/TDS, surcharge, other statutory taxes, losses, penalty etc.). Taxes (if applicable, as per rules) shall be paid on submission of documentary proof.

NIT Patna reserves the right to inspect all the payment related documents including statutory

payments made by the Company/Firm/Agency in this regard at any point of time during the contract and the Company/Firm/Agency shall assist the authority of the Institute whenever inspection of records is done by the Institute's Authority. Any misbehavior/non-cooperation by the officials of the Company/Firm/Agency in this regard shall attract appropriate action including imposition of financial penalty by the Institute to the Company/Firm/Agency.

7. Legal

- 7.1 Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, Bonus Act, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Contractor. In this regard the Contractor at all-time should indemnify NIT Patna against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the NIT Patna authority for verification and record.
- 7.2 For all intents and purposes, the bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed at NIT Patna for the Cleaning/Sanitation/housekeeping services.
- 7.3 The manpower deployed by the Contractor for the contract job shall not be entitled for any claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of NIT Patna 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 or and will have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in NIT Patna and shall have no claim for continuation with the existing job, if the contractor is replaced. The Contractor should communicate the above to all the manpower deployed in NIT Patna.
- 7.4 The selected agency shall also be liable for depositing all taxes, levies, cess etc. to concerned tax collection authorities from time to time as per extant rules and regulations on account of service rendered to NIT Patna.
- 7.5 The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of NIT Patna or any other authority under Law.
- 7.6 In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof NIT Patna is put to any loss / obligation, monetary or otherwise, NIT Patna will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 7.7 The selected agency will indemnify NIT Patna from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
- 7.8 To resolve any dispute/legal issue matter will be referred to the Director, NIT Patna or a person nominated by him. If any dispute/legal issues are not settled through arbitration, then legal jurisdiction would be Patna only.
- 7.9 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a

Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

8. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

9. Subletting of Contract

The successful bidder shall not sublet/transfer the contract. Any subletting will result in immediate termination of the contract and security deposit is liable to be forfeited.

10. Damages and Losses

Upon end of contract / termination thereof, the Contractor is liable to return materials, if any, to NIT Patna in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit of the Contractor as the case may be.

11. Complaints

The Contractor shall attend to all the complaints and address as early as possible to the satisfaction of NIT Patna.

12. Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts.

The term “force majeure” as employed herein shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Contractor.

13. Penalty

The Institute reserves the right to impose financial penalty to be deducted from the monthly bill for short attendance of man power, non-maintenance of cleanliness and for violation of any other condition which may lead to non-performance of contractual obligations.

The quantum of penalty will be as follows:

S.No.	Description	Penalty
1.	Absence of person	Wages at double rates per day per person
2.	Failure to maintain cleanliness up to the mark	Rs. 1000=00 per day
3.	Cases of Non wearing of uniform & identity card	Rs. 100=00 per day per person
4.	Violation of any other condition	Rs.100=00 per day per person deduction in Admin./Service Charges

Unforeseen and weird circumstances will be dealt separately and quantum of penalty will be decided by the Institute. The decision of the Director, NIT Patna will be final and binding in this regard.

14. Termination of Contract

- 141 If the services of the Contractor are not found satisfactory they will be issued a written notice for improvement by NIT Patna authority. If satisfactory improvement is not found (within 2 weeks) after this notice, penalty for poor service as specified in the agreement may be imposed and / or a final one months' notice will be issued to the Contractor by the NIT Patna authority to terminate the contract without prejudice to any rights or privileges accruing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.
- 142 NIT Patna reserves the right to terminate the contract by giving a one months' notice to the agency without assigning any reason thereof. The contractor may also request to terminate the contract by giving three month advance notice to the Institute.
- 143 The Institute in any situation will not be under any obligation to pay compensation or make the payment for which services are not rendered.
- 144 In case of breach of any substantial terms and condition of the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited, beside immediate termination of contract or other lawful action that may be taken against the Contractor.
- 145 If the Contractor, in the judgment of the NIT Patna found engaged in corrupt or fraudulent practices in competing for or in executing the Contract, the NIT Patna may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part.

SECTION -VIII

Service Level Agreement

This agreement is made at Patna on between the **National Institute of Technology, Patna** hereinafter to be called the **First Party** through its Director or his representative and M/s hereinafter to be called the **Second Party**.

Whereas the **First Party** is on the lookout for a suitable party for supply of manpower of the designated sites of the Institute for upkeep of the NIT Patna premises absolutely clean and hygienic.

Whereas M/s hereinafter to be called the **Second Party** on the other part has quoted the rates, agreeable to the First Party, to carry out the work to the satisfaction of the First Party.

Both the parties hereby agree on the terms and conditions set out hereinafter before the witnesses as set forth herein.

1. PERIOD OF CONTRACT:

The contract will be for a period of **01 (one) year initially from the date of award of contract**. NIT Patna, upon consent of the contractor on same terms and conditions prescribed in this document and agreed to by both the parties, may have sole authority to renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding 3 (three) years from the date of commencement of work (1+2 years), having regard to the quality and manner of the Contractor's performance.

However, first party reserves its right to terminate the agreement by giving one month advance notice at any time during currency of the contract if the service of the agency is not satisfactory as per the opinion of first party or its representative. Moreover, the first party also reserves the right to call L2 bidder to work for the remaining period of contract on L1 price.

OBLIGATIONS OF THE SECOND PARTY:

- i. The Second Party shall arrange to maintain supply of manpower for cleaning and sanitation purposes in NIT Patna premises on continuous basis.
- ii. The Second Party shall provide the necessary manpower and machinery/tools for carrying out the work.
- iii. The Second Party shall maintain the list of all persons engaged by it and direct to work together with a copy of their latest photograph, as per requirement of the First Party at the premises decided by the First Party.
- iv. The Second Party shall issue identity badge, dress materials, equipments and other necessary articles needed for the entrusted work to all their persons as per the Contract Labour Regulation Act-1970 as amended from time to time and any other law of the land.

- v. Only such of the persons of the Second Party as are previously authorized will be allowed entry at the premises of the First Party on production of identity badge.
- vi. The Second Party shall withdraw forthwith the person/persons either suo-motu or as desired by the First Party, if he/they, is/are found no longer desirable to work on the premises of the First Party.
- vii. In case of requirements of additional manpower, Machines/Tools, the Second Party will provide the required additional manpower, Machines/Tools to the First Party within a fortnight of submission of requirement.
- viii. The persons deployed for work should not be involved in any police case. Police verification certificate for the persons deployed for work has to be submitted by the Contractor. A verification report in respect of all the personnel of Contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of NIT Patna. Any changes should be informed immediately.
- ix. The Second Party shall maintain all records and registers concerning attendance and wages of persons engaged by him as required by the various labour legislations in force from time to time and also ensure that they comply with their requirements in this regard.
- x. The Second Party shall carry out supervision/overseeing of persons deployed in the First Party premises. The First Party shall not have any direct control over them. The First Party will have the right and discretion to ensure that work is carried out as per the contract and complete satisfaction of the First Party.
- xi. The Second Party will ensure that these workers remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the First Party.
- xii. The Second Party will ensure that persons deployed by the Second Party, who have to perform the work, shall not join any union or interfere with internal working of the establishments of the First Party.
- xiii. The Second Party will depute one representative from its own establishment for monitoring of the work and verification of daily attendance of the workers deployed by the Second Party at the premises of the First Party. The said deputed person will report to the designated officer of the First Party for further conformation on daily basis. Further, such deputed person will be available as and when required for any verification.
- xiv. The duty hours of the persons deployed shall be as desired by the First Party.
- xv. The workers will be allowed for working rest of one day on as per the provisions of the Contract Labour (Regulation & Abolition) Act-1970.
- xvi. The personnel deployed by the Second party at the premises of the First Party shall not have claim to become employees of the First Party and there will be no Employee and Employer relationship between the personnel engaged by the Second Party for deployment at the First Party.

3. PAYMENT OF WAGES

- (i). The payment of wages to the workers engaged by the Second Party for the assigned work shall be the sole responsibility of the Second Party in consideration of the work performed as per the agreement. The First Party shall pay to the Second Party for unskilled and semi-skilled workers as per the orders of the Ministry of Labour, Government of India revised from time to time.
- (ii). The payment of wages/allowances/ remuneration and other benefits admissible to persons employed by the Second Party for the job shall be the sole responsibility of the Second Party as their employer under law. The minimum wages payable to the workers deployed by the firm will be as per wages revised from time to time by the Ministry of Labour, Government of India
- (iii). The Second Party shall be responsible for the compliance with regard to minimum wages, ESI, EPF, Workmen Compensation Act etc. and for payment for any liability (ies) under such acts, and any other law of the land.
- (iv). The Second party shall first pay the wages of the month to its workers by 1st week of next month and thereafter submit the monthly bill in duplicate along with necessary verifications/documents/copy of Challan/Bank statement etc for reimbursement of the same to the First Party. The payment of the same will be made by the First Party after all deductions such as T.D.S. etc. as per rules, modified from time to time.
- (v). Workers engaged will be paid wages as per “Minimum Wages Act 1948” applicable to the Central Government establishments. These rates may be revised subject to approval of the First Party. The Second Party shall be responsible for submission of revised rates from time to time as communicated by competent authority. On revision of minimum wages by the Govt. of India, the Second Party shall be responsible for seeking approval of the revised rates from the First Party along with the copy of the order of competent authority for such revision. Any liability arising on account of delay in the same will lie on the Second Party.
- (vi). The First party shall pay Service Charges to the Second Party of the total consolidated wages excluding tax components at the time of payment of bill after ensuring necessary statutory deductions.

4. COMPLIANCE OF LAWS OF LAND:

(i) The Second Party shall be solely responsible for compliance of the various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to the personnel deployed by it at premises of the First Party or for any accident caused to them and the FIRST PARTY shall not be liable to bear any expense in this regard. The SECOND PARTY shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the FIRST PARTY for whatever reason. The SECOND PARTY shall also be responsible for the insurance of its personnel. The SECOND PARTY shall specifically ensure compliance of various Laws / Acts in force, including but not limited to with the following and their re-enactments / amendments / modifications:-

- (a) The Payment of Wages Act 1936
- (b) The Employees Provident Fund Act, 1952
- (c) The Contract Labour (Regulation) Act, 1970
- (d) The Payment of Bonus Act, 1965
- (e) The Payment of Gratuity Act, 1972

- (f) The Employees State Insurance Act, 1948
- (g) The Employment of Children Act, 1938
- (h) The Motor Vehicle Act, 1988
- (i) Minimum Wages Act, 1948
- (j) The Industrial Disputes Act 1947
- (k) The Industrial Employment (Standing Orders) Act 1946
- (l) Pollution Control and Environment Protection Laws in force from time to time

(ii). The Second Party shall obtain a license from the Labour Department of the Govt. of India of the region under the Contract Labour (Regulation & Abolition) Act-1970 and shall also have a separate ESI, EPF, Code number and shall be responsible to cover all their employees under ESI and EPF Acts. EPF and ESI will be paid by the First Party along with the first month bill and subsequently the same will be paid on monthly basis along with the bill only if deposit challan along with Electronic Challan Cum Receipt (ECR) issued by the Employees Provident Fund Organisation (EPFO) of the previous month is enclosed along with the bill. Bank Statement as payment proof to the workers/ESI/EPF should be enclosed. Any liability arising on account of the delay in same will lie solely on the Second Party.

(iii). The Second Party shall be legally liable and responsible for any contravention of any legal requirement and consequent liability with regard to persons deployed by him in connection with the work assigned to him by the First Party.

(iv). In the event of the contract not being performed or carried out, the First Party will be at liberty to terminate this agreement without any notice and/or compensation in lieu thereof.

5. PERFORMANCE SECURITY:

The Second Party will have to deposit a security of **Rs. 20,00,000 (Rupees Twenty Lakhs only) or 10 % of the proposed gross annual value of the bid, whichever is higher** in the form of Bank Guarantee in favour of “Registrar, NIT Patna”, Patna. The performance security shall be released only after 60 days of completion of the contract or otherwise and if there is no recoverable from the Second Party. The amount shall be interest free in the form of security deposit for due and complete performance of the terms & conditions of the contract. The said performance bank guarantee shall be valid for the period of contract under the agreement. This security money will be refunded after 60 days of expiry of contract. The First Party shall be entitled to adjust any claim/ penalty/ due amount from the said security deposit. No exemption is allowed to NSIC/MSME registered agencies.

6. MISCELLANEOUS:

(i). In case any damage is caused to the property or products of the First Party by the persons engaged by the Second Party under this contract or if any instance of theft takes place owing to the involvement of the persons or otherwise, the Second Party shall reimburse the cost of such damage to the First Party suitably.

(ii). The Second Party shall obtain proper license as required under the law and will be responsible for any violation of rules and regulations governing the same. Soon after, the job is completed; the Second Party shall take all the persons deployed by him from the premises of the First Party.

7. The Second Party shall be bound to provide full support and help in extinguishing any fire that breaks out anywhere. In case, if it is due to mishandling or any other reasons by any person deployed by Second Party, the full damage will be recovered from the Second Party.

8. All correspondence pertaining to this contract shall be addressed to the authorized representative of

the First Party.

9. In the case of any dispute the decision of the Director of the Institute shall be final and binding on both the parties. All disputes and differences between both the parties shall be settled amicably and between the parties. In case disputes still presents, the same shall be referred to the sole arbitrator to be appointed by the Director of the FIRST PARTY in consideration with the SECOND PARTY. The provision of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.

10. All the litigations will be subject to the jurisdiction of Courts at Patna only.

11. The Second Party shall be responsible for any accident/death during deployment of all the workers by the Second Party at the premises of the First Party or outside the premises for the work of First Party.

All the documents submitted during the process of tendering by the Second Party including the Tender Document issued by the First Party for the purpose, shall be presumed to form the part of the Agreement.

M/s

for and on behalf

National Institute of Technology Patna

Second Party

First Party

<p>1. Witness: (a) Signature</p> <p>(b) Name</p> <p>(c) Address</p> <p>.....</p>	<p>1. Witness: (a) Signature</p> <p>(b) Name</p> <p>(c) Address</p> <p>.....</p>
<p>2. Witness: (a) Signature</p> <p>(b) Name</p> <p>(c) Address</p> <p>.....</p>	<p>2. Witness: (a) Signature</p> <p>(b) Name</p> <p>(c) Address</p> <p>.....</p>

Annexure-I

AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT./PSU/CAB TENDER

(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S----- hereby declare that the firm/company namely M/S.----- has not been blacklisted or debarred in the last 10 years/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit in the past by NIT, Patna or any other Organisation from taking part in such tenders.

Or
I / We Proprietor/ Partner(s)/ Director(s) of M/S.----- hereby declare that the firm/company namely M/S.----- was blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit by NIT, Patna or any other Organisation from taking part in Government tenders for a period of ----- years

w.e.f. -----. The period is over on----- and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by NIT, Patna and EMD/SD shall be forfeited. In addition to the above NIT, Patna will not be responsible to pay the bills for any completed/ partially completed work.

Signature
Name.....
Capacity in which assigned:
Name & address of the firm:

Date:

Signature of Bidder with Seal

Annexure-II

Work Experience

Work performed as prime contractor (in the same or service of a similar of nature during last 03 financial years and more years.

(Please use a separate Sheet with duly signed and sealed, if required)

S.No.	Name of the organization with complete postal address	Gov. Body/PSU/Educational Institute / Other	Name and Designation of the Contact person with Tel./Mob. No.	Description /Nature of work	Contract/W O No. & Date	Value of contract (in Rs.)	No. of persons deployed by the firm	Contract period

Note- Attach Authentic Certificate(s) from the Employer.

Date:

Place:

Signature of Authorized signatory with seal

Annexure-III

List of Key Machineries/Equipments presently available

Sr. No.	Types of Equipment & Name	Used for	Make	Quantity	Year of Mfg.	Owned/Leased/to be purchased	Proof/Invoice of ownership/declaration	Remarks on performance report

Date:

Place:

Signature of Authorized signatory with seal