

**NATIONAL INSTITUTE OF TECHNOLOGY  
ROURKELA – 769008**



**TENDER FOR PROVIDING “ATTENDANT SERVICES  
THROUGH OUTSOURCED MODE” IN NATIONAL  
INSTITUTE OF TECHNOLOGY ROURKELA**

**Tender Notice No.: NITR/PW/2024/320**

**Date: 22/03/2024**

**NOTICE INVITING TENDER FOR PROVIDING “ATTENDANT SERVICES THROUGH OUTSOURCED MODE” IN NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA**

**(E-PROCUREMENT MODE ONLY)**

National Institute of Technology Rourkela, an Institute of National Eminence under the Ministry of Education, Government of India requires the services of a reputed, well-established, and financially sound Proprietorship / Partnership Firm / Private Limited / Limited Company for providing Attendant Services at Departments / Units / Sections and other specified places of Institute premises which comes under Class B type city. On behalf of the Director, NIT Rourkela, online tenders from eligible, experienced bidders are invited through the e-Procurement module of the CPP Portal (<https://eprocure.gov.in/eprocure/app>).

Tender Documents may be downloaded from Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) or the NIT Rourkela website [https://nitkl.ac.in/OldWebsite/Jobs\\_Tenders/11Miscellaneous/Default.aspx](https://nitkl.ac.in/OldWebsite/Jobs_Tenders/11Miscellaneous/Default.aspx).

**CRITICAL DATES OF TENDER**

1.	Title of the Tender	<b>Tender for Providing “Attendant Service through outsourced mode” at NIT Rourkela - 769008</b>
2.	Date of publication of tender	<b>22/03/2024 (18:55 Hrs.)</b>
3.	Bid Documents download start date	<b>22/03/2024 (18:55 Hrs.)</b>
4.	Pre-bid meeting date and location	<b>09/04/2024 (11:00 Hrs.), Meeting room, Purchase and Works Office, NIT Rourkela.</b>
5.	Bid Documents download end date	<b>18/04/2024 (11:00 Hrs.)</b>
6.	Last date of submission of tender	<b>18/04/2024 (11:00 Hrs.)</b>
7.	Technical Bid Opening Date	<b>19/04/2024 (11:00 Hrs.)</b>
8.	Financial Bid Opening Date	To be informed to the technically qualified bidders later.
9.	Tender Fee	A non-refundable fee of <b>INR 1,000/- (Rupees One Thousand only)</b> in the shape of a Demand Draft in favor of “ <b>Director NIT Rourkela</b> ” payable at Rourkela.
10.	Earnest Money Deposit / Bid Security	A refundable fee of <b>INR 2, 00,000/- (Rupees Two Lakhs only)</b> in the shape of a Demand Draft in favor of “ <b>Director NIT Rourkela</b> ” payable at Rourkela.
11.	Contract Period	<b>Initially for One year</b> (Extendable for two more years on yearly basis subject to satisfactory performance during the review and assessment at the end of the year.)
12.	Bid Validity	<b>120 days</b> from the date of opening of technical bids.
13.	Address for Communication	<b>Deputy Registrar (Purchase &amp; Works Office)</b> National Institute of Technology Rourkela Tel: 0661-2462051 Email: <a href="mailto:purchase@nitkl.ac.in">purchase@nitkl.ac.in</a>

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### **1. SCOPE OF WORK FOR ATTENDANT SERVICE**

The Agencies/ Firms should have valid Registration Certificates, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Goods and Service Tax Registration (GST), and PAN (Income Tax), and also have the experience in manpower supply not less than 3 years. The service providers should have local Offices in the State of Odisha to ensure satisfactory fulfillment of contractual obligations. The manpower to be deployed under this contract should comply with the following eligibility conditions:

#### **1.1 Eligibility Conditions and Qualifications of Candidates:**

<b>S. No</b>	<b>Details</b>	<b>Description</b>
1.	Designation	Office Attendant
2.	Qualification Required:	10 <sup>th</sup> Class/Matriculation or its equivalent from any Recognized school/institution;
3.	Desirable Qualification/Experience:	Experience in the relevant job. A person should have the basic knowledge to read and write in English.
4.	Age Limit:	18 years to 55 years (To be calculated based on the closing date of the tender)
5.	Tenure of Appointment:	Initially for one year and extended for another two years on a yearly basis on satisfactory performance.
6.	Tentative No. of requirement:	41 + 4 (45 approximately; The number may increase or decrease based on actual requirement of the Institute)

Note: please refer para 1.3 for detailed information

### 1.1.1 Location for the deployment of Office Attendants at NIT Rourkela:

Sl. No.	Location	Nos (Approved till date)
1	Director's Office	03
2	Registrar's Office	01
3	Dean's Office	01
4	Dean-Alumni Relations & Central Research Facility Office	01
5	Establishment	01
6	Finance and Accounts	01
7	Purchase and Works	02
8	Internal Audit	01
9	SRICCE	01
10	Academics	02
11	Estate Management	01
12	Biotechnology & Medical Engineering	01
13	Civil Engineering	00
14	Chemical Engineering	01
15	Ceramic Engineering	01
16	Computer Science & Engineering	01
17	Chemistry	01
18	Electronic & Communication Engineering	00
19	Electrical Engineering	01
20	Earth & Atmospheric Science	00
21	Food Processing Engineering	00
22	Humanities & Social Science	00
23	Industrial Design	01
24	Life Science	00
25	Mathematics	01
26	Mechanical Engineering	01
27	Metallurgical & Material Engineering	01
28	Mining Engineering	01
29	Planning & Architecture	01
30	Physics & Astronomy	02
31	School of Management	01
32	Computer informatics Centre	02
33	Student Activity Centre	03
34	Institute Counselling Centre	01
35	Career Development Centre	00
36	Library	03
37	Central Seat Allocation Board [CSAB]	01
38	Health Centre	01
	<b>Total</b>	<b>41</b>

The above requirement is only tentative and may vary depending on the volume of work, functional requirements, etc. Any additional requirement/variation of Services including qualifications/experience shall be communicated to the Agency. Such decision shall be taken at the sole discretion of NIT Rourkela which shall be final and binding on the service provider during the period of contract. The actual payable value shall be proportionate to the actual number of persons deployed.

### **1.2 Job Responsibilities of an Office Attendant:**

1. Record keeping, File arrangement and Stacking.
2. Replacement/transfer/movement/photocopy of files/documents.
3. Dusting/cleaning of tables, chairs, computers, printers, and other accessories of the office/laboratory/department premises.
4. Attending the calls, and provides general information; greets and directs visitors; answers routine inquiries; maintains log of inquiries as required.
5. Arranging for a meeting in a conference room or other rooms as per direction.
6. Handling of documents/articles received through Dak.
7. Knowledge in handling the computers, printers, UPS etc.
8. Locking and unlocking of office rooms as per prescribed time table.
9. Miscellaneous activity as may be required from time to time as assigned by HOD/HOC/HOO/HOU/PIC.

### **1.3 Selection Process and Other Terms:**

1. The benchmarks such as educational qualifications and experience have been mentioned in the previous section with respect to the outsourced staff to be deputed by the selected agency. For the outsourced staff, other than the type explicitly mentioned here, such details will be provided by the Institute to the agency as and when required.
2. After the award of the contract, the firm shall provide a list of candidates fulfilling the necessary eligibility conditions and qualifications for the position of Office Attendant along with supporting certificates/mark sheet/documents. Office attendant(s) can only be appointed by the firm after his/her submitted documents/credentials are verified followed by an interview by the Institute. The appointed Office Attendant cannot be retrenched without prior approval of the Institute.
3. The post of the Office Attendant is purely temporary, and is not linked to any permanent position. The incumbents selected will be deployed through outsourced mode and shall have no claim for any regular appointments under NIT Rourkela.
4. The initial tenure of the appointment is one year. However the performance of the personnel/employees deployed for the job shall be imperative for continuation of services. If the performance is found to be deficit or doesn't meet the prescribed standards of the Institute, the appointment of the said personnel/employees shall be terminated with the immediate effect and suitable replacement shall be provided by the agency following the due process of selection as stated above.

### **1.4 Disbursement of Payment:**

1. The wages to the personnel/employees engaged under this contract shall be disbursed by crediting to the bank account of the employee or through account payee cheques. Wages shall not be disbursed in cash payment. The wages shall be disbursed by the contractor before the expiry of the seventh day of the succeeding month under Section 17 of the Code on Wages Act, even if the payment is not received from the Institute.

2. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages and linked benefits revised by the Government.

### **1.5 Contract Validity:**

1. Initially, the contract period will be for one year from the date of issue of the work order. It may be extended for two more years on year to year basis subject to satisfactory performance and requirement of the Institute on the approval of competent authority. Any further extension beyond the aforementioned tenure shall be purely based on performance of the service provider and as per the need of the institute.
2. If the successful firm fails to initiate the job within one calendar month from the date of issue of the work order, the work order shall be cancelled immediately without assigning any reason thereof along with forfeiture of the Security Deposit and next eligible bidder shall be offered to carry out the job.
3. At any stage during the tenure of the contract if the agency intends to withdraw the service the same may be addressed to the Registrar NIT Rourkela.
4. The notice for withdrawal of the contract will be a minimum of 60 days from the date of confirmation given to the Institute in writing. The security deposit shall be forfeited and the next eligible bidder shall be offered.

### **1.6 Liabilities, Control, etc. of the Persons Deployed:**

1. The person/staff presented to the Institute by the agency should be of good character and should not have any Police records/criminal cases against them. Such certification should be provided by the agency/firm on its letter head to the institute while presenting them for engagement.
2. The agency shall ensure that the employees deployed at NIT Rourkela under this contract are medically fit to join and perform the duty and that all Labour Laws, rules, and regulations are followed and strictly adhered to by the agency in this regard as the employer of these outsourced employees. Any liability whatsoever (including financial or otherwise), that may arise because of failing to adhere to these provisions, either by the agency or by the said employee, shall be that of the agency and NOT of the Institute. No expenditure on assessment of medical fitness or medical expenses will be borne, reimbursed, or shared by the Institute in any manner.
3. The person deployed will NOT have any master and servant relationship with NIT Rourkela, and shall not claim the same on any platform. Therefore, there is no question of issue of either an offer of appointment or any appointment/engagement order by the Institute to the deployed employee or the Agency in respect of any of its employees.
4. He/She shall neither have nor shall claim, any benefits/compensation/absorption/regularization/appointment of services from/in NIT Rourkela under the provision of the Industrial Disputes Act 1947 and Contract Labour (Regulation & Abolition) Act, 1970. This also includes any claim of compensation, or interest thereon, for injury, temporary or permanent disability, or death under any Law. All other statutory requirements in respect of any personnel/employees of the outsourcing agency shall be the responsibility of the agency and these must be taken into account while making the financial proposal. All such liabilities are that of the outsourcing agency as the employer and therefore, all such claims shall be made only with the agency, and the Institute will not bear these liabilities for any reason whatsoever.
5. Besides the above, the agency shall be solely responsible for the payment of leave of any kind to the outsourced manpower. NIT Rourkela shall not make reimbursement of any such leave availed. In the event of any manpower being on leave/absent, the agency shall ensure a suitable stop-gap arrangement. To meet such eventualities the agency shall make suitable provision. If

an outsourced employee is called on a gazette or normal holiday, he will be eligible for compensatory off in lieu thereof or appropriate compensatory thereof with due approval of the institute authority.

6. There will be no residential accommodation provided to outsourced employees. The firm must consider this before providing a list of candidates for selection.
7. The Agency should be attentive and responsive to the queries or information sought during the Enforcement of the contract.

### **1.7 Risk And Cost:**

1. In case of poor performance or non-attendance to the operational guidelines, as spelled out in the scope of work and frequency, on any day or part of the day or days, this being an essential service without any reference, the job shall be forthwith executed by the NIT Rourkela at the risk and cost of the agency/firm/contractor through an alternate source.
2. Any claim that the above liabilities under various laws/rules etc. we don't know/missed by oversight/not applicable etc. shall not be entertained by NIT Rourkela. Since ample opportunity is being provided to the bidders for understanding these provisions and seeking clarification, if any, in the matter, of any failure or denial on the part of the outsourcing agency on account of any of these provisions, once the contract has been awarded, will make the agency liable for imposition of a penalty as deemed fit which shall be decided by the institute authority and shall be binding on the agency.
3. This penalty will be in addition to automatically authorizing the Institute to invoke the Performance guarantee deposited by the outsourcing agency to the extent necessary for protecting the financial benefits admissible to the employee as per relevant law or rules of the Government. The outsourcing agency will immediately replenish the Bank Guarantee in such an occurrence.
4. In case any loss that might be caused to NIT Rourkela due to lapse on the part of the personnel/employees discharging their responsibilities will be borne by the Agency and in this connection, the Director, NIT Rourkela shall have the right to deduct the appropriate amount from the bill or from the Performance Bank Guarantee submitted by the contracting agency to make good such loss to NIT Rourkela, besides imposition of penalty. In case of frequent lapses on the part of the personnel/employees deployed by the agency, the Director, NIT Rourkela shall within its right terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties/termination shall be binding on the agency.
5. Neglect or failure on the part of the contractor to execute the work will be carried out by an alternate source at the risk and cost of the contractor and to the extent of alternate execution, the contract will be deemed to be terminated either in part or full. The Institute may also blacklist/debar the agency for such non-compliance in matters where it is found that the agency has failed/denied to protect the interests and benefits of the employees due to them under various laws applicable in the circumstances.

### **1.8 Termination of Services of deployed staff:**

1. NIT Rourkela can cancel the employment of any staff with 07 days' notice without assigning any reason thereof.
2. In case of doubtful integrity, fraud, false information, criminal activity, misconduct, breach of confidentiality, or unauthorized communication on any platform including social media, safety and security, and other activities of such and similar nature, or on orders of the Government, the limit of 07 days shall not apply and termination/surrender, etc. will be with immediate effect as per the decision of the competent authority. The Institute will not be required to provide any

reason whatsoever for the above. The decision of the Institute in all such matters shall be final and binding. The Institute may or may not inform the concerned employee of Agency about the decision of termination etc. Such a decision will be communicated to the employer i.e. the agency, which shall be responsible for withdrawing their employee.

3. Any disputes, grievances etc. raised by such personnel/employees on these grounds shall not be entertained by NIT Rourkela and will have to be settled by the outsourcing agency with such personnel/employees. In such cases, the agency will have to provide a suitable replacement within the notice period with immediate effect, as the case may be based on the requirement of the Institute.

### **1.9 Fore-closure/Termination of the service contract in full or part:**

1. NIT Rourkela reserves the right to reduce the number of manpower in part or full during the period of the contract. The revised payment shall be accepted by the Agency.
2. NIT Rourkela reserves the right to terminate the contract at any time as per the condition laid down in the following section. On termination of the contract, the man power engaged by the firm shall also be presumed as terminated.
  - a) By giving one month notice by the Institute to the agency without assigning any reason thereof.
  - b) The agency/firms not performing its duties properly as per the agreed terms and conditions of the contract.
  - c) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof or benefit or interest therein or hereunder by the agency to any third party for subletting whole or part of the contract.
  - d) On the agency being declared as insolvent by the court of law. During the period for termination of contract in the situation contemplate above; the agency shall keep discharging its duties as before till the expiry of notice period. On termination of the contract, it shall be the duty of the contractor to ensure that no person creates any disruption/hindrane/problem of any nature to NIT, Rourkela.

### **1.10 Damage to NIT Property:**

If there is any damage to the Institute property or any other financial burden on the Institute because of willful or negligent action by the contractor or its personnel/employees, the Institute shall be entitled to recover the cost as compensation from the contractor and may adjust/recover from the dues of the contractor.

### **1.11 Indemnity:**

The agency service provider is responsible for all involved risks, liabilities, and obligations arising out of this contract under any provisions of law in force from time to time. Under no circumstances the NIT Rourkela shall be held liable for any mishap, injury, accident, or death (s) of supplied manpower during duty and even off-duty time. The manpower supply agency shall have all the responsibility in all cases. The Service Provider/Agency shall be liable to pay the compensation by the provisions of the Act, Laws, or Rule (as applicable) of land. In case of loss to the Institute due to negligence of the manpower deployed the same may be recovered from the Service Provider/Agency.



## **2. GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

### **2.1 Definitions**

1. **Approved** means approved in writing, including subsequent confirmation of previous verbal approval.
2. **Competent Authority** means the Head of the Department and officer authorized in this regard.
3. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other Bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
4. **Contract Rate / Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions therefrom as may be made in the course of the tender evaluation or thereafter.
5. **Contractor or Agency or Firm or Company** means “The Tenderer” whose tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees and legal heirs.
6. **Director** means and includes the Director of NIT Rourkela or his authorized representative.
7. **Duration of Contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through a written communication.
8. **NIT** means National Institute of Technology, Rourkela represented through an authorized officer for this contract or Director as the case may be.
9. **Authorized officer / Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean and Warden, HOD of NIT authorized or designated for this contract.
10. **Institute** means National Institute of Technology Rourkela. (in short NITR).
11. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed, or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post/courier (with POD) to the notified address or the Registered office of the addressee, or the contractor’s site office and shall be deemed to be sufficient service if so sent or left at that address.
12. **Terms and Conditions** means the Special Condition of the Contract (SSC) and the General Condition of the Contract (GCC) herein mentioned and other stipulations incorporated in any part of the tender document and/or agreement.
13. **Tender** means an offer against enquiry/advertisement/Notice Inviting Tender submitted by the tenderer in a single part or multiple parts like Techno-commercial part, price bid part.
14. **Tenderer** means and includes the person or firm or company who has submitted a valid tender and also includes its authorized representatives, heirs, executors, administrators, successors, and assignees as approved by the employer.
15. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for the fulfillment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.
16. **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting the price in connivance to influence the bid). The decision of the Institute in this regard shall be final and binding.

### **2.2 Responsibilities of NIT Officials:**

1. NIT’s representative must watch and oversee the work. He / She shall have no authority to relieve the contractor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere under the contract or to order any work involving any delay or extra payment by NIT not to make any variations in the works.

### **2.3 Assignment and Sub-Contracting:**

1. The contractor shall not assign the contract, or any part thereof, any benefit or interest therein to any third party without prior written consent of NIT Officials.
2. The contractor shall not sub-contract the works without written consent of NIT and such consent if given shall not absolve the contractor from responsibility, liability, or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts defaults, or neglects of the contractor, his agents, servants or workman.

### **2.4 General Obligations of the Contractor:**

1. **Sufficiency of Tender:** The contractor shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.
2. **Bankruptcy and Breach:** A contract if the contractor becomes bankrupt or has an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with or assignment in favor of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the amalgamation, absorption or reconstruction) or if the contractor assigns the contract without the prior consent of NIT Rourkela or it is found that the contractor –
  - a. has abandoned the contract or;
  - b. without reasonable explanation has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to proceed or;
  - c. is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or;
  - d. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contract or;
  - e. otherwise failed to perform his part of the contract according to the true intent and meaning thereof.

Then NIT may after giving 7 days' notice in writing to the Contractor, enter upon the site and expel the contractor therefrom, without thereby avoiding the contractor or releasing the contractor from any of his obligations or liabilities under the contract or affecting the rights and power conferred on NIT or otherwise available under the law, may appoint any other contractor to complete the work at the cost and risk of the Contractor. However, on happening of any eventualities as per above subclause (a) to (e) the NIT shall be at discretion to terminate the contract by giving 7 days' notice and the contract shall stand terminated w.e.f. the 8<sup>th</sup> day from the date of issue of notice. In any of the eventualities mentioned above in (a) to (e), NIT shall have the right to take possession of the plants and machinery of the contractor and realize the dues by sale of the said plant's machinery, and equipment.

3. **Illegal gratification, breach of contract:** The contract may also terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation, if any bribe gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.

4. **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance to influence the bid).
5. **Final Certificate:** The contract shall not be considered complete until a Final Certificate has been signed and issued to the contractor stating that the works have been completed by the terms of the contract. The Contractor has to submit a no-dues certificate evidencing the closure of contract.
6. **Notice:**
  - a. **Service of notice on Contractor:** Any notice given to the Contractor under the terms of the contract shall be served on his representative by registered post/courier or by hand of its registered office or at the Contractor's site office.
  - b. **Service of notice on NIT:** Any notice to be given to NIT under the terms of the contract shall be served by sending the same by registered post/courier to the office of Registrar, NIT Rourkela – 769008, Odisha.
  - c. **Change of Address:** Any change of address of the Contractor shall immediately be notified to the Registrar, NIT Rourkela – 769008, Odisha.
7. **Safety:**
  - a. The Contractor will be responsible for ensuring the safety of the people working under them.
  - b. Except in special circumstances (to be recorded in writing and with the due approval) the contractor will not be allowed to employ a subcontractor / petty contractor.
  - c. If required Contractor will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.
8. For violation of safety norms, the penalty may be imposed on the Contractor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.
9. **Policing of work:** Should the general conduct of the works including the Premises of NIT under the occupation of the Contractor lead to violation of any of the provisions of the Indian Penal Code either in consequence of riotous or illegal proceeding of the contractor's labour or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.
10. **The Law in Force in relation to Contract:** The contract or amendments thereof entered into between the Principal Employer and the Contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.
11. **Statutory Obligation:** The Contractor shall comply with all statutes, rules, regulations, by law and orders of statutory authority including but not limited to compliance of:
  - a. Payment of Wages Act. (Linked to Govt. of India, as per rule/guidelines/circular of the Central Govt.)
  - b. Minimum Wages Act. (Linked to Govt. of India, as per rule/guidelines/circular of the Central Govt.)
  - c. EPF Act. (As per rules/guidelines/circular of the Central Govt.)
  - d. ESI Act. (As per rules/guidelines/circular of the Central Govt.)

12. The Contractor shall not allow any visitor on the work sites, without the prior permission of NIT.
13. If a tenderer quotes an unworkable rate and is considered for placement of the order, the firm will be asked to justify the rate quoted and will have to give a Performance Guarantee Bond in addition to the Security Deposit in the form of Bank Draft / Bank Guarantee. The amount of performance guarantee bond will be decided by NIT at the time of placement of the order. Earnest Money Deposit (EMD) of the tenderer who refuses to give a performance guarantee bond will be forfeited and they will not be considered in retendering if the order/contract is not finalized from the present tender.

**14. Arbitration:**

- a. **Reference of Disputes to Conciliation / Arbitration:** All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in following the Arbitration and Conciliation act 1996 and subsequent amendments thereof. Such dispute shall first be referred to a Conciliator selected mutually by the parties. The Conciliator shall decide the fees/remuneration and the rules of procedure, which shall be flexible. In the event of failure of conciliation, that dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed on mutual agreement of both parties. The arbitral tribunal shall be free to determine its own rules of procedure, which it shall state at the beginning of the arbitral proceedings and shall follow such procedure thereafter. The seat of the arbitral tribunal shall be at Rourkela, but, if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.
- b. **Work to be continued during Conciliation / Arbitration:** Work under the contract shall be continued by the Contractor during the arbitration proceeding and recourse to arbitration shall not be a bar continuance for the work.

**15. Jurisdiction & Right to Amend the Rules:**

- a. The Institute reserves the right to amend the rules whenever and wherever considered necessary & appropriate. The same shall be intimated to the firm in due course of time which shall be final and binding on the firm.
- b. The Institute rules shall be binding for the execution of the contract. If differences persist ever after arbitration & there are compelling reasons to go to the court, it will be decided in the Court of Rourkela only.

### **3. INSTRUCTIONS TO BIDDERS**

#### **3.1 Registration Process on Online Portal:**

1. Aspiring bidders who have not enrolled/registered in e-Procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.
2. Bidders are required to enroll in the e-Procurement module of the Central Public Procurement Portal by clicking on the link “Online Bidder Enrollment”.
3. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
4. Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication for the CPP Portal.
5. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificates (Class - III Certificates with signing key usage) issued by any certifying authority recognized by CAA India (e.g. Sify / nCode / eMudhra, etc.) with their profile.
6. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSC to others which may lead to misuse.
7. Bidders then log in to the site through the secured log-in by entering their user ID, password, and the password of the DSC e-token.

#### **3.2 Tender Document Search:**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option for advanced search for tenders, wherein the bidders may combine several search parameters such as Organization, Form of Contract, Location, Date, and other keywords, etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required document/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### **3.3 Bid Preparation:**

1. Bidder should take into account any corrigendum published on the CPP Portal concerned with this tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with a black and white option which helps to reduce the size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

***NOTE:** My documents space is only a repository given to the bidders to ease the uploading process. If bidder has uploaded his documents in the My Documents space, this does not automatically ensure these Documents are part of the Technical Bid.*

***PRE-BID MEETING:** For any clarifications bidder should attend the meeting or can authorize a person to attend the meeting on his behalf. No other mode of communication is entertained in this regard.*

### **3.4 Bid Submission:**

1. Bidders should log into the site well in advance of bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The bidder has to select the payment option as “Offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. The bidder should prepare the EMD / Tender fee as per the instructions specified in the tender document. The original should be posted/couriered to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise, bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. If the price bid has been given as a standard format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it, and complete the unprotected cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be summarily rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc. The bidders should follow that time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The date entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system-generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the

- uploaded tender documents become readable only after the tender opening by the authorized openers.
8. The uploaded tender document is readable only after the tender opening by the authorized bid openers.
  9. Upon the successful and time submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all others relevant details.
  10. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.
  11. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant person indicated in the tender.
  12. Any queries relating to the process of online bid submission or queries relating to the CPP Portal, in general, may be directed to the 24x7 CPP Portal helpdesk.

**NOTE:** *At any time before the deadline for submission of proposals, the institutions reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which will be published on the website and will also be made available to all the Bidders who have been issued the tender document. The corrigendum shall be binding on all the bidders and will form part of the bid documents.*

### **3.5 Eligibility Criteria:**

1. **Status:** The bidder shall necessarily be a legal entity either in the form of sole proprietorship, partnership, Limited, or Private Limited Company registered under the Companies Act 1956 or subsequent amendments of the act, eligible to provide manpower service. The bidder in the form of a Joint Venture (JV) / Consortium is not permitted. Copy of Registration No. under the Shop & Commercial Establishment Act may be enclosed. Proof of the status of the bidder shall be submitted.
2. **Financial Capacity:** The Bidder should have a minimum average annual turnover of Rs. 30,00,000/- (Rupees Thirty Lakhs) in manpower supply services during the last three financial years i.e. Financial Year 2020-21, 2021-22, 2022-2023. Please submit documentary evidence like an Audited Balance Sheet, Profit & Loss Statement, and Income Tax Return (ITR) and completed work order copy/experience certificate (As per given format) for the last three financial years. All financial documents submitted must be duly certified by a Chartered Accountant.
3. **Experience:** The bidder should have a minimum experience of three years in manpower supply contract during last five financial years ending on 31/03/2023 in any Government / Semi-Government / Autonomous Bodies / PSU, etc. Interested bidder(s) may participate along with sufficient proof of experience. A copy of the Work Orders / Service Orders along with experience and satisfactory performance certificate against the respective work order should be produced in support of their experience as per given format. Only work order without satisfactory performance report shall not be counted as a valid experience.
4. The bidder must have PAN and GST / GSTIN number etc. The bidder(s) to whom the contract is finally awarded shall have a GST number for the said contract in question as well, if he related to the law so requires.

5. The Bidder must possess a valid Labour License issued by the Labour Commissioner.
6. After awarding the contract the service provider should possess a separate dedicated Labour License for this attendant service.
7. The Bidder must have registered with the Employee Provident Fund Organisation (EPFO) and Employee State Insurance Corporation (ESIC). A copy of the certificates shall be attached.

### **3.6 Tender Fee & Earnest Money Deposit (EMD) / Bid Security:**

1. Tender Fee (non-refundable) of **Rs. 1,000/- (Rupees One Thousand only)** and EMD / Bid Security (refundable) of **Rs. 2,00,000/- (Rupees Two Lakhs only)** in the form of Demand Draft (DD) in favour of “Director NIT Rourkela” payable at Rourkela from any scheduled commercial bank except Co-operative Bank and Gramin Bank. The DD for EMD and Tender Fee should remain valid for a period of 45 days beyond the bid validity from the date of opening of technical bids.
2. EMD and Tender Fee should reach physically through speed post/register post/courier, containing in an envelope & super-scripted with the subject, tender reference number addressing to Registrar, NIT Rourkela – 769008, Odisha on or before 14/04/2024 by 11:00 Hrs.
3. EMD / Bid Security of the unsuccessful bidder will be returned to them without any interest at the earliest and latest on or before 30 days after the award of the contract to the L1 bidder.
4. Bids received without Earnest Money Deposit and Tender Fee shall stand rejected and thus shall not be considered for evaluation at any stage.
5. Bidders registered with Khadi and Village Industries Commission (KVIC), National Small Industries Corporation (NSIC) and any other body specified by the Ministry of MSME / GoI as per public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration certificates issued by one of those mentioned agencies must be valid as on closing date of tender. Micro and Small Enterprises who have applied for registration renewal of registration with any of those agencies/bodies but have not obtained the valid certificate as of the close date of the tender are not eligible for exemption.
6. The EMD / Bid Security of the bidder who withdraws its bid in breach of terms and conditions of the contract, withdraws at any stage after the opening of the technical bid and who evades or refuses to accept the Award of Contract after being L1 within the period of validity, shall be liable to forfeiture.

### **3.7 Document to be Submitted by Bidder:**

1. Category of Bidder, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-operative Society, etc. along with the following documents:
  - a. In the case of Proprietary Firm, attested copy of affidavit of Sole Proprietary;
  - b. In the case of the Partnership Firm, an attested copy of the Partnership deed along with amendments if any, and proof of registration, if any;
  - c. In the case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribed and paid up capital;
  - d. In the case of Co-operative Society, an attested copy of the certificate of registration from the Registrar of Co-operative Societies;
  - e. If required, the original documents will have to be produced for verification at the time of the Technical Bid Evaluation;



2. A Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Company shall be signed in the name of the company, by a **person duly authorized on its behalf**. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the agency **is duly authorized to do so shall accompany the tender**. The Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be rejected.
3. Information about the officer of the firm/company being an employee, past or present, or relationship of any employee of NIT Rourkela with Proprietor, Partner – Director of the firm is to be furnished.
4. Whether the bidder or any of the Proprietor, Partner, Director, Shareholders, or their spouse working as contractors in NIT Rourkela or any Government Department / Public Undertaking has been:
  - a. black listed;
  - b. removed from the approved list of Contractors;
  - c. demoted to the lower class of job;
  - d. Under orders for banning or suspending business with him/them. if yes, give the details indicating the period;
  - e. convicted by a court for committing any offense;
5. RPFC Registration Code Number, if any;
6. Copy of GST Registration Certificate;
7. Copy of Permanent Account Number (PAN);
8. Copy of Labour License, if applicable;
9. Registration Certificate of Employee Provident Fund Organization (EPFO);
10. Registration Certificate of Employee State Insurance Corporation (ESIC);
11. Copy of Audited Balance sheet, Profit & Loss Statement, and Income Tax Return for last three years ending on 31<sup>st</sup> March 2023;
12. Proof of local office Address (valid rental agreement/ proof of ownership documents);
13. Copy of requisite work order/service order/completion certificate/experience/performance satisfactory certificate issued by the organization;
14. Duly signed Checklist of bidder (Annexure – I);
15. Duly signed Pro-forma for Technical bid (Annexure –II);
16. Duly signed tender acceptance letter (Annexure-IV);
17. Duly signed Self Declaration-Non Blacklisting (Annexure-V);
18. Duly signed Performance Report issued by previous organization (Annexure – VI)
19. Duly signed Experience details of the bidder (Annexure-VII);
20. Duly signed Annual turnover details of the bidder (Annexure-VIII);
21. Duly signed Company details of the bidder (Annexure-IX);

***NOTE: The Bidder must attach self-attested copies of the above-mentioned documents along with the techno-commercial bid. Any bid not accompanied by the above documents shall be liable for rejection.***

### **3.8 Performance Security / Performance Bank Guarantee/ Security Deposit:**

1. The successful bidder shall have to deposit a security amount equal to **3%** of the annual contract value after AOC drawn, within 15 days after the issuance of the Work Order, in favour of “Director, NIT Rourkela” payable at Rourkela in the form of Demand Draft (DD) / Bank

Guarantee (BG) from any Scheduled Commercial Bank except Co-operative Bank. The Security Deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.

2. EMD of the successful bidder will be refunded after receipt of SD in case of award of contract. Any dues of the Institutes shall be adjusted/recovered from SD. The Security Deposit will not attract any interest.
3. The Security Deposit shall be liable to be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.

### **3.9 Monthly Payment Terms:**

1. The successful bidder should submit the monthly bills in duplicate after satisfactory completion of the work to the designated officer of the Institute for certification for payment within 7 days of the successive month. The officer, on receipt of the bill, will check the work record, and thereafter process the bill for payment. The agency will make the wage payment and statutory payments to its staff as per extant rules and regulations. The monthly Invoice should be supported with the following documents:
  - a) Original Invoice
  - b) Acquaintance (Wage) Register duly signed by the individual contract Labourers
  - c) Attendance Register
  - d) Satisfactory performance report duly signed by concerned Head of the Department of the respective month.
  - e) ESI remittance challan with consolidated breakup details of the respective month
  - f) EPF remittance challan with consolidated breakup details of the respective month
  - g) GST payment challan (B2B form) to be submitted along with the bills of the respective month
  - h) All remittances proof for the bank activity of the personnel/employees deployed for the respective month are to be duly signed and submitted along with the bills.
2. Payment will be made by the Institute to the contractor on a monthly basis on submission of bills in duplicate along with the certificate of satisfactory performance of work from the concerned office(s) of the NIT Rourkela.
3. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the successful bidder.
4. In case of any delay in the processing of the bills, the successful bidder shall be required to ensure the payment of the monthly remuneration and statutory due to the personnel deployed by the agency by 7th of every month and there should be no linkage between this payment and the settlement of the contractor's bill from the Institute.
5. Under any circumstances, No advance payment will be made.
6. During the contract, any increase in the minimum wages as announced by the Central Government (and applicable increase in ESI, PF) is applicable for the staff employed by the agency, and corresponding charges will be borne by the Institute, subject to approval of the institute authority.
7. The contractor needs to provide, details of his Bank Account number, name and address of the bank, Branch and Branch Code, IFS code, etc., to facilitate payment through a bank (digital payment).
8. The applicable TDS/Income Tax and penalties if any shall be deducted from the monthly bill.

### **3.10 Bid Evaluation Procedures:**

#### **3.10.1 Techno-Commercial Bid Evaluation:**

1. Techno-commercial bids will be opened on the specified date & time by the Tender Evaluation Committee duly constituted by the competent authority of NIT Rourkela. The bids will be evaluated based on available documents submitted by the bidder in the e-Procurement module of CPP Portal and the methodology adopted by the committee.
2. The Institute also reserves the right to seek confirmation/clarification from the issuing agency for the supporting documents submitted by the bidder.
3. To assist in the examination, evaluation and comparison of the bids, and qualification of bidders, the committee may, at its discretion ask any bidder for a clarification of its bid. The committee's request for clarification and the response shall be in writing through e-procurement mode only. No, any other mode is entertained. Any clarification submitted by a bidder that is not in response to a request shall not be considered.
4. If any bidder fails to provide the requested clarification/information by the stipulated date and time given by the Institute, the bid may be treated as not valid and liable for rejection.
5. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
6. Financial bids of those bidders, whose techno-commercial bids are found valid/suitable/acceptable, shall be opened by the Committee on the specified date & time. The same may be communicated to the prospective bidders through e-mail by NIC.

#### **3.10.2 Financial Bid Procedure & Evaluation:**

1. The Financial bid (BOQ) shall be in Excel sheet form. The financial bid (BOQ) of all techno-commercially qualified bidders may be opened on the scheduled date & time.
2. **Service Charges** will be only the criterion for evaluation of the financial bid. Service charges shall be paid on basic wages [Sl.no (1) as per the financial bid guidelines given in Annexure-III]. In case two or more agencies are found to have quoted the same Service Charges %, the Committee shall decide about the L-1 Agency based on the report on the past performance, of the bidder.
3. If required for tie-breaking, the past experience in terms of numbers of years and / or months shall be used. If further required, the Turnover (in manpower supply) of 2022-23 can be used then 2021-22 and then 2020-21 can be used. If the tie still persists, then the merit list will be decided by a draw system (in case of tie-breaking amongst more than two) in the presence of the concerned contractors. The decision in this regard by the committee shall be final and binding on all concerned.
4. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest Service Charges % after complying with all the Acts/provisions stated/referred to for adherence in the tender. NIT Rourkela reserves the right to split the entire tender to any two or more bidders/agencies at L1 rates. In case, the agency with the lowest rate at any stage after award of contract fails to perform successfully / satisfactorily, the next eligible bidder shall be awarded the contract at the sole discretion of NIT Rourkela.
5. Being L1 will not be sole criterion for eligibility for the award of a contract. The Feasibility of the lowest quote by the bidder will be examined by the committee with reference to relevant rules in vague, terms & conditions of the tender and the decision of the committee in this regard shall be final & binding on all concerned. The committee shall decide the base range for percentage of the service charges. Any quotation beyond the said range (below the lowest limit and above the highest limit) shall be rejected.
6. The Evaluation Committee may ask for a price break-up/price justification at the time of financial bid evaluation.

### **3.11 Other Conditions of Bid Submission:**

1. Tenders containing overwriting or erasing, without authentication with full signature in the page(s) of “Schedule of Rates” (Financial Bid) and amount/quantity not shown in figures and words will be liable for rejection.
2. The rates quoted in the tender by the tenderer shall be in figures as well as in words. In case of a discrepancy in the rate between the figure and words, the value written in words shall be taken as the final quoted rate.
3. Tenders with rates in units different from those prescribed in the “Schedule of Rates” and Price Bid (BOQ) not received in the prescribed format shall be liable for rejection.
4. The rate in the tender shall cover/include all statutory duties/taxes/levies etc. as on the closing date of tender excluding GST, unless specified.
5. Conditional tenders either in Part – I or Part – II of the tender shall be liable to be rejected.
6. Any request from the tenderer in respect of additions, alteration, modification, correction, etc. of either terms and conditions or quoted rate, after the opening of the tender, shall not be entertained under any circumstances.
7. By submitting a tender, the tenderer will be deemed to have satisfied himself that the rate quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and all conditions and difficulties that may arise during its progress/execution have been taken into account. Any complaint in this regard after submission of the offer shall not be entertained.
8. Canvassing in any form is strictly prohibited and tender submitted by the tenderer who resorts to canvassing, will be liable for rejection.
9. Authority of NIT Rourkela reserves the right to accept/reject any or all bids without assigning any reason thereof or divide the work with multiple bidders on acceptance of the lowest price.
10. Tender documents are not transferable.
11. Proprietary firms, Registered Firms, Registered Partnership Firms, Private Limited Companies, Public Limited Companies, Co-operative Society etc. formed after the publishing date of the tender are not eligible.
12. It shall be the responsibility of the person/firm submitting the tender to ensure that the tender has been submitted in the format as per the terms and conditions prescribed in the Institute website and no change is made therein before submission of the tender. In the event of any doubt regarding the terms and conditions/format, the person concerned may seek clarification from the authorized officer of the Institute. In case any tampering / unauthorized alteration is noticed in the submitted tender documents, the said tender shall be rejected straightway.
13. Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the checklist.

**14. For any clarification, please contact: -**  
**Deputy Registrar (Purchase & Works)**  
**NIT Rourkela, Rourkela – 769008**  
**Ph. No.: 0661-246-2051**  
**Email: [purchase@nitrkl.ac.in](mailto:purchase@nitrkl.ac.in)**

**CHECKLIST FOR PREPARATION OF TENDER**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Yes / No</b>
<b>1</b>	Have you filled and signed the details and enclosed relevant documents?	
<b>2</b>	Have you read and understood various conditions of the tender and willing to abide by them?	
<b>3</b>	Have you submitted a tender fee of INR 1,000/- and EMD of INR 2, 00,000/- through offline mode of the e-Procurement module of the CPP Portal? The same should reach the Institute within the due date and time physically in the shape of demand draft (DD).	
<b>4</b>	Have you taken a print of all the sections & annexures of the tender in the prescribed paper size and signed on all pages of the tender document and submitted it in the e-Procurement module of the CPP Portal?	
<b>5</b>	Have you attached proof of having met the eligibility criteria?	
<b>6</b>	Have you attached a self-attested copy of the documents to show the financial status?	
<b>7</b>	Have you attached a copy of the registration certificate with Government bodies like IT, GST, EPFO, ESIC, Labour license, or Legal Entity?	
<b>8</b>	Have you attached the copy of the self-attested work order along with a experience/satisfactory performance/completion certificate issued by the organizations / Govt. Departments or any other reputed PSU's?	
<b>9</b>	Have you attached the proof of authorization to sign on behalf of the Bidder?	
<b>10</b>	Has your techno-commercial bid been submitted as per the requirements of the tender?	
<b>11</b>	Is your Price Bid (BOQ) submitted as per the prescribed MS Excel format in the e-Procurement module of the CPP Portal?	
<b>12</b>	Have you submitted the tender documents in two parts with the respective cover in the e-Procurement module of the CPP Portal?	

**Signature of the Tenderer**

## PROFORMA FOR TECHNICAL BID

Sl. No.	Particulars	Document is attached (Yes / No)	Page number to be indicated clearly
1	Details of the Firm		
2	Other business of the Firm		
3	Valid Tender Fee / EMD Exemption Certificate		
4	Incorporation/Registration certificate of the company		
5	GST Registration No. (attached self-attested copy)		
6	EPF, ESIC, Labour License Registration No. (attached self-attested copy)		
7	PAN & Bank details (attached self-attested copy)		
8	Tender acceptance letter (Annexure-IV)		
9	Non-Blacklisting undertaking (Annexure-V)		
10	Satisfactory service performance certificate/reports of manpower services preferably from the Govt. organizations / PSUs (at least one report on the letter head of the clients under signature of the authorized signatory with seal. (attach separate list if necessary) (Annexure-VI)		
11	The bidder should have a minimum experience of three years in manpower supply contract during last five financial years ending on 31/03/2023 in any Government / Semi-Government / Autonomous Bodies / PSU's. Interested bidder(s) may participate along with sufficient proof of experience. A copy of the Work Orders / Service Orders along with experience and performance satisfactory certificate against the respective work order should be produced in support of their experience. Only work order without satisfactory performance report shall not be counted as a valid experience. (Annexure-VI)		
12	The Bidder should have a minimum average annual turnover of Rs. 30, 00,000/- (Rupees Thirty Lakhs) in manpower service during the last three financial years i.e. Financial Year 2020-21, 2021-22, 2022-2023. All financial documents submitted must be duly certified by a Chartered Accountant (Annexure-VIII).		
13	Company details (Annexure -IX)		

**NOTE:** All the above details are required to be compulsorily attached with the form, which are necessary for evaluation of technical bid.

**Signature of Tenderer**

**GUIDELINES TO FILL THE PRICE BID (BOQ) IN THE CPP PORTAL**

(Please **DON'T** submit this page along with technical bid, submit the price bid in the given BOQ format. If any bidder/firm submits the price in this format along with the technical bid the bidder/firm is liable to be rejected)

**Guidelines for Financial Proposal**

1. All Bidders must submit the financial proposal in Price Bid (BOQ) on the CPP Portal.
2. **The amount of administrative charges (monthly service charges) is on Wages associated with the assignment shall be included in the Financial Proposal.**
3. The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption and shall be final & binding. In case any assumption or condition is indicated in the financial proposal or quoted NIL charges/consideration, it shall be treated as unresponsive and liable to be rejected.
4. The bidder should quote the amount taking into account any efficiency benefits over the entire period of the contract. No negotiation of the amount will be entertained by the Authority after the Award of Contract.
5. **Please note that in PRICE BID (BOQ) the column no. BC is displaying in INR, which shall be read/treated as a percentage only.**

**SAMPLE PAY MATRIX PER PERSON**

Sl. No.	Description	Monthly Wages per Person (in INR)
1 #	Wages for 22 days under the Semi-Skilled category (709*22)	15,598/-
2 #	EPF (12%) + EDLI (0.5%) + Admin. Charge (0.5%) = (13% of Min. Wages) (Ceiling Amount of Wage Rs. 15,000)	1,950/-
3 #	ESI (3.25%) (3.25% of Min. Wages) (Ceiling Amount of Wage Rs. 21,000)	507/-
4	Service Charges per month per person on Sl. No. 1	<b>TO BE QUOTED BY BIDDER IN PERCENTAGE (%)</b>
5	<b>Subtotal – I</b> (Sl. No. 1+2+3+4)	-----
6	<b>GST</b> (18% of Subtotal - I)	-----
<b>TOTAL (Sub-total-I + GST @18%)</b>		-----
<b>TOTAL FIGURES IN WORDS</b>		

**NOTE: # As per Govt. of India order as applicable from time to time.**

***(ON THE LETTERHEAD OF THE FIRM)***

**DECLARATION  
(TENDER ACCEPTANCE LETTER)**

I ..... son/daughter/wife of Shri ..... Director / Partner / Proprietor / Authorized signatory of the Company / Firm / Agency .....is competent to sign this declaration and execute this tender document.

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

The information/documents furnished for this tender are authentic to the best of my knowledge and belief.

I / We/ 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:**  
**Place:**

**Signature of Authorized person**

**Full Name:**  
**Designation:**  
**Seal**



***(ON THE LETTERHEAD OF THE FIRM)***  
**SELF DECLARATION – NON BLACKLISTING**

To,  
The Registrar,  
National Institute of Technology Rourkela  
Rourkela – 769008  
Odisha

Ref: Tender for providing attendance service at NIT Rourkela.

Dear Sir,

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 / no Police Case or Vigilance inquiry pending or ever been punished by any Hon'ble Court / no due towards Income Tax declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period as on the date by NIT Rourkela or any other Govt. Organization / PSU / Central Autonomous Body from taking part in tenders.

We further declare that presently our Firm / Company M/s .....is not blacklisted or debarred and not declared ineligible for any reason by any State / Central Government / PSU / Autonomous Body on the date of bid submission including violation of relevant Labour Laws.

If this declaration is found to be incorrect then without prejudice to any other action than may be taken, our security deposit may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

**Date:**

**Place:**

**Signature of Authorized person**  
**Name**  
**Designation**  
**with agency seal**

**PERFORMANCE REPORT*****(ON THE LETTERHEAD OF THE ISSUING ORGANIZATION)***

Performance report/experience certificates form for the completed and in progress during the last 5 years (attach copies of work order/agreement – Please use different sheets for different organization and may be followed as per requirement).

1	Name of the work / Project & Location	
2	Nature of Work	
3	Agreement No. / Work Order No. (Please enclose copy of the work order with Authorized Signatory)	
4	Tendered Cost	
5	Value of work done	
6	Tenure of the contract from: _____	To: _____
7	Date of Commencement	
8	Date of Completion (Please mention “under progress/continuing” if not completed)	
9	Performance report based on quality of supplied manpower	Excellent / Good / Satisfactory / Bad / Very Bad (Please select one)

***Note: Bidder must submit the performance report on the given format only. No other format will be considered for evaluation.***

Date:

Head of the Department or  
Equivalent with seal & signature

**Experience**

(As per tender Clause No. 3.5 (3))

<b>Bidder's Experience details for the last Five Financial years</b>				
<b>Financial Year</b>	<b>Name of the work</b>	<b>Purchase Order No. &amp; Date (Copy of the Man Power Supply Orders to be attached)</b>	<b>Date of successfully completion of Work (copy of report from client to be attached) In case of ongoing projects/works please mention continuing and enclose the experience certificates</b>	<b>Contact Details of Client</b>
<b>2018-19</b>				
<b>2019-20</b>				
<b>2020-21</b>				
<b>2021-22</b>				
<b>2022-23</b>				

**Date:****Place:**

**Signature of Authorized person  
Designation  
with agency seal**

**Annual Turnover**  
(As per tender Clause No. 3.5 (2))

<b>Bidder's Annual Turnover details for the last Three Financial years</b>			
<b>Financial Year</b>	<b>Turnover in Rs.</b>	<b>Remarks</b>	<b>Please submit documentary evidence like an Audited Balance Sheet, Profit &amp; Loss Statement, and Income Tax Return (ITR) etc. for the last three financial years. All financial documents submitted must be duly certified by the Chartered Accountant with this Annexure.</b>
<b>2020-21</b>			
<b>2021-22</b>			
<b>2022-23</b>			

**Date:**

**Place:**

**Signature of Authorized person**  
**Designation**  
**with agency seal**

**COMPANY DETAILS**

<b>Name of the bidder</b>		
<b>Date of Incorporation / Registration details</b>		
<b>PAN Number</b>		
<b>GST Registration Number</b>		
<b>Bidder's Bidding Capacity for the tendered items (As a Manufacturer/Trader/ dealer/channel partner/system integrator, etc.)</b>		
<b>Bank Details</b>	<b>Account Number</b>	
	<b>IFS Code</b>	
	<b>Bank Name</b>	
	<b>Branch Name</b>	
<b>Registered Office Address</b>		
<b>Authorized Signatory Details  (Company/Firm Authorization by the competent authority, to be attached)</b>	<b>Name</b>	
	<b>Designation</b>	
	<b>Email</b>	
	<b>Phone</b>	
<b>Details of Contact other than Authorized Signatory</b>	<b>Name</b>	
	<b>Designation</b>	
	<b>Email</b>	
	<b>Phone</b>	

Date:

Place:

**Signature of Authorized person  
Designation  
with agency seal**