

**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA – 769008**



**TENDER FOR “HIRING OF OFFICE ASSISTANTS
THROUGH OUTSOURCED MODE (FIXED
REMUNERATION)” AT NATIONAL INSTITUTE OF
TECHNOLOGY ROURKELA**

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National Institute of Technology Rourkela (NITR), an institute of national importance under the Ministry of Education, Government of India, requires manpower services from reputed, well-established, and financially sound Proprietorship / Partnership Firm / Private Limited / Limited Company. The objective is to provide Manpower Services across various Departments / Units / Sections / Centers and Offices within the Institute. On behalf of the Director, NIT Rourkela, online bids are invited from eligible, experienced bidders through the Government e-Marketplace (GeM) platform.

Tender Documents may be downloaded from the GeM portal or the NIT Rourkela website: <https://nitrkl.ac.in/PurchaseSection/ServiceTenders>.

1. Eligibility Criteria:

- i. **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 and eligible to provide manpower services. The bidder in the form of a Joint Venture (JV) / Consortium is not permitted. A copy of the Registration number under the Shop & Commercial Establishment Act shall be enclosed. Proof of the status of the bidder shall be submitted. **The agency/firm/company must have a Regional/Registered Office within the state of Odisha.**
- ii. **Financial Capacity:** The Bidder should have a **minimum average annual turnover of Rs. 50,00,000/- (Rupees Fifty Lakhs only)** during the last three financial years i.e. **FY 2021-22, 2022-23, 2023-2024**. Please submit documentary evidence of the Audited Balance Sheet and supporting documents like a Profit & Loss Statement, Income Tax Return (ITR), and completed work order copy for the last three financial years. All financial documents submitted must be duly certified by a Chartered Accountant.
- iii. **Experience:** The bidder must have successfully executed/completed similar Services (manpower supply) in Central/State Government/ PSUs/ Autonomous Bodies (Central / State) within the last five years i.e. from **FY 2019-20 to FY 2023-24** ending on 31st March 2024.

Three similar completed services costing not less than the amount equal to Rs.36,00,000/-, or

Two similar completed services costing not less than the amount equal to Rs.45,00,000/-, or

One similar completed service costing not less than the amount equal to Rs.72,00,000/-.

“Similar Service means supply of manpower i.e. Office Assistant, Administrative Assistant, Data Entry Operators, Multi-Tasking Staff, etc. excluding security service, housekeeping & sanitation service.”

Services rendered with list of such Central/State/ PSUs with duration of service shall be furnished.

The bidder should attach copies of the work orders/contracts and performance satisfactory reports, indicating the number of personnel deployed (as per **Annexure – V & VI**).

- iv. The bidder must have a valid PAN, GST, EPF, ESI, Labour license, etc. as on the last date of bid submission.
- v. The bidder should not have been declared ineligible / blacklisted by the Government of India or any other Government body or Private Corporation on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature. A certificate attesting the same should be submitted along with the bid (as per **Annexure – IV**).
- vi. The Bidder must possess a valid Labour License issued by the Labour Commissioner on the last date of bid submission.

2. Earnest Money Deposit (EMD)/Bid Security:

- i. EMD/Bid Security (refundable) of **Rs. 2,00,000/- (Rupees Two Lakhs only)** to be deposited through **ONLINE** mode only using **NET-BANKING / NEFT /RTGS or online payment in an acceptable form**. Any other mode of payment shall not be entertained.
 - a. The Bidders are allowed to submit their bid only after the successful payment of EMD.
 - b. The bidders are required to submit a proof of successful payment details of EMD along with technical bid i.e. transaction reference no, bank details and UTR No.
 - c. During online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by NIT Rourkela within the specified period i.e. **28/02/2025 (15:00 Hrs.)** to any reason(s) whatsoever then the bid will not be accepted. EMD received after due date and time as specified will be forfeited.
 - d. Bank details for **NET-BANKING / NEFT / RTGS** is as follows:

Bank Name: State Bank of India
Branch: NIT Campus, Rourkela, Odisha
Account Name: Security Deposit Account
Account No.: 30046305869
IFSC: SBIN0002109

- ii. Bids received without Earnest Money Deposit (EMD) shall stand rejected and thus not considered for further stage.
- iii. 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.
- iv. 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.
- v. The EMD / Bid Security of the bidder who withdraws its bid in breach of terms and conditions of the contract, who 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. Document to be submitted by Bidder:

- i. The firm should be registered with the appropriate registration authority and should be in existence for not less than five years as of the last date of bid submission. A copy of the Certificate of Incorporation should be attached.
- ii. Bidder categories include, Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-operative Society, along with the following documents:
 - a. In the case of the Proprietary Firm, an attested copy of the 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;
- iii. 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 company's name 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 and without strictly adhering to the directions given herein shall be rejected.

- iv. Information about the officer of the firm/company being an employee, past or present, or relationship of any employee of NIT Rourkela with the Proprietor or partner or director of the firm is to be furnished.
- v. 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. blacklisted;
 - 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 offence;
- vi. Copy of GST Registration Certificate;
- vii. Copy of Permanent Account Number (PAN);
- viii. Copy of Labour License;
- ix. Copy of successful payment details of EMD;
- x. Registration Certificate of Employee Provident Fund Organization (EPFO);
- xi. Registration Certificate of Employee State Insurance Corporation (ESIC);
- xii. Copy of Audited Balance sheet, Profit & Loss Statement, and Income Tax Return for last three years ending on 31st March 2024;
- xiii. Proof of local office Address (valid rental agreement/ proof of ownership documents);
- xiv. Copy of requisite work order/service order/completion certificate/experience/performance satisfactory certificate issued by the organization;
- xv. Duly signed Company details of the bidder (Annexure-I);
- xvi. Duly signed bid acceptance letter (Annexure-III);
- xvii. Duly signed Self Declaration-Non Blacklisting (Annexure-IV);
- xviii. Duly signed Performance Report issued by the previous organization (Annexure – V);
- xix. Duly signed Experience details of the bidder (Annexure-VI);
- xx. Duly signed Annual turnover details of the bidder (Annexure-VII);
- xxi. Duly signed Checklist for Technical bid (Annexure –VIII);

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.

4. Techno-Commercial Bid details:

- i. Bidders should comply with all the eligibility and technical requirements as prescribed. No deviations are acceptable at any stage.
- ii. To assist in the examination, evaluation and comparison of the bids and qualification of bidders, the committee may, at its discretion, ask any bidder to clarify the bids. The committee's request for clarification and the response shall be in writing through the GeM portal only. No other mode shall be entertained. Any clarification submitted by a bidder that is not in response to a request shall not be considered.
- iii. 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 invalid and liable for rejection.
- iv. 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.

5. Financial Bid Details:

- i. The bidder should quote the service charges (inclusive of GST) as a percentage on monthly remuneration. As per DoE OM No.F.6/1/2023-PPD dt: 06.01.2023, the minimum service charges is fixed as **3.85%** (3% profit plus transaction charges which are 0.85% at present) as proposed by GeM. If a bidder is found to have quoted less than the minimum service charges, then their bid will be summarily rejected. GST shall be paid extra as applicable.
- ii. The bidder quoting the lowest service charges shall be considered as L1. The decision of the Director, NIT Rourkela is final and no representations in this regard shall be considered.
- iii. Payment to the manpower service provider will be made as per actual deployment based on the requirement/working days of NIT Rourkela.

6. Scope of Work for Hiring of Manpower Service:

The Agencies/ Firms should have valid Registration Certificates, such as a License from the Regional Labour Commissioner, EPF Registration, ESI Registration, Goods and Service Tax Registration (GST), and PAN (Income Tax), and also should have experience in manpower services of 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:

a) Eligibility Conditions and Qualifications of Candidates:

Sl. No	Details		Description
1.	Designation		Office Assistant (Grade – I & II)
2.	Qualification Required	Office Assistant Grade - I	1) A full-time bachelor's degree or equivalent from a recognized university with 03 years of experience in Central / State Government / PSU/ Autonomous bodies or any reputed private organization. and 2) One year of certification in computer applications from a recognized institute.
		Office Assistant Grade - II	1) A full-time bachelor's degree or equivalent from a recognized university. and 2) One year of certification in computer applications from a recognized institute.
3.	Desirable Qualification/Experience:		Experience in the relevant job. A person should have basic knowledge of noting, drafting, and writing emails, letters, office procedures, etc.
4.	Age Limit		18 years to 55 years (To be calculated based on the closing date of the bid)
5.	Remuneration	Office Assistant Grade – I	Rs. 29,018/- per month
		Office Assistant Grade - II	Rs. 26,402/- per month
6.	Tentative No. of requirement: 20 Nos. approximately		Office Assistant Grade – I -10 Nos. Office Assistant Grade – II -10 Nos. (The number may increase or decrease based on the actual requirement of the Institute)

b) Job Responsibilities of Office Assistants (G – I & II)

1. Day-to-day office work such as noting, drafting, maintaining records, etc., as prescribed by the authority.
2. Assisting senior/reporting officer.

3. Keeping watch over the movement of files.
4. Organizing the office and assisting associates to optimize processes.
5. Update records, ensuring the accuracy and validity of the information.
6. Schedule and plan meetings and appointments.
7. Timely work based on requirements as assigned by the reporting officer.

c) Selection Process and Other Terms:

1. The benchmarks, such as educational qualifications and experience, have been mentioned in the previous section for the outsourced personnel and are to be adhered to by the selected firm. Other than those explicitly mentioned here, the Institute shall provide such details to the firm 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 Assistant along with supporting certificates/mark sheet/documents. The Office Assistant(s) can only be appointed after scrutiny of the documents/credentials, followed by an interview with the Institute. The appointed Office Assistant cannot be retrenched without prior approval of the Institute.
3. The post of Office Assistant is purely temporary and is not linked to any permanent position. The personnel 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 shall be for one year. However, the performance of the personnel deployed for the job shall be imperative for continuing services. If the performance is found to be deficient or doesn't meet the prescribed standards of the Institute, the appointment of the said personnel shall be terminated with immediate effect, and a suitable replacement shall be provided by the agency following the due process of selection as stated above.

d) Salary:

The salary breakup is specified in Annexure – II is for regular duty hours from 09:00 AM to 06:00 PM for 5 Days a Week from Monday to Friday. However, the days of duty and hours could be different with a condition of 8 hours per day of duty, 5 Duty days per week and 40 duty hours per week. The duty hours for these staff will be assigned by their respective Controlling/Branch Officers in NIT Rourkela, who may allocate separate shifts of duty as per requirement within the provisions of the Labour Laws governing the number of working days and hours, etc., as applicable from time to time. No payment will be made to the staff for a duty day on which he/she is absent from duty.

1. The salary period shall be from the 1st of a calendar month to the last (30/31/28/29) day of that month.
2. It is the responsibility of the Agency to ensure timely payment to the outsourced staff before the expiry of the 7th day of the month immediately following the month for which the salary is being paid.
3. The monthly salary for the deployed personnel, specified in Annexure - II, is the maximum reimbursement to be made by NIT Rourkela to the Agency in respect of outsourced personnel of the agency/firm deployed at NIT Rourkela who has full attendance for that month. As an employer of deployed personnel at NIT Rourkela, the Agency/firm shall be duly responsible for any additional payments (apart from the employers' share of ESI and EPF) made under any other law, government regulation, or rule that applies to outsourcing personnel. These payments, which fall under different labour laws, include maternity benefits, compensation, etc. In this respect, NIT Rourkela shall not be billed for reimbursement or payment.
4. NIT Rourkela will not bear or reimburse any amount towards the Bonus. The agency/firm, being the employer, must bear all statutory requirements in this regard. These issues must be

settled between the agency and the deployed personnel from time to time as per the government rules and regulations. Any dispute between the Agency/firm and their personnel shall be resolved between them.

5. The salary payment by the agency to its personnel shall be made online.
6. The agency/firm shall provide their deployed personnel with monthly pay/salary slips indicating the deductions for leave/absence and their share of ESI/EPF.
7. The Agency shall disburse the salary payment to its personnel before the submission of reimbursement to NIT Rourkela.
8. All arrears, if any, will be required to be paid by the agency within 15 days of communication of such orders by the Institute.
9. The revision in the remuneration of the personnel deployed under this contract shall be admissible at the time of review and renewal of the contract as per the prevailing rules of the Institute.

7. Duration of Contract:

- i. **Initially, the contract period shall be for one year from the date of issue of the work order.** It may be extended for two more years on a year-to-year basis subject to satisfactory performance and the requirement of the Institute, at the discretion of the competent authority. Any further extension beyond the tenure shall be purely based on the performance of the service provider and as per the needs of the institute.
- ii. If the successful firm fails to initiate the work within one calendar month from the date of issue of the work order, the work order shall be cancelled immediately without assigning any reason, along with forfeiture of the Security Deposit.
- iii. At any stage during the term of the contract, if the agency intends to withdraw from the service, the same may be addressed to the Registrar NIT Rourkela.

8. Performance Security / Security Deposit:

- i. The successful bidder shall have to deposit a security amount equal to **5%** of the annual contract value after AOC drawn, within 15 days after the issuance of the Work Order through **online mode using NET-BANKING / NEFT / RTGS or other online payment in an acceptable form.** The Security Deposit shall remain valid for 60 days beyond the completion date of all contractual obligations.
- ii. 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.
- iii. The Security Deposit shall be forfeited if a successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.

9. Monthly Payment Terms:

- i. The remuneration to the personnel engaged under this contract shall be disbursed by crediting to the bank account of the personnel or through an account payee Cheque. Remuneration shall not be disbursed in cash payment. The contractor shall disburse the remuneration before the expiry of the seventh day of the succeeding month under Section 17 of the Code of Wages Act, even if the payment is not received from the Institute.
- ii. The service provider 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. Upon receipt of the bill, the officer shall check the work record and process the bill for payment. The service provider shall make the wage and statutory payments to its personnel as per extant rules and regulations. The monthly Invoice should be supported with the following documents:
 - a) Original Tax Invoice

- b) Acquaintance (Wage) Register duly signed by the individual contract Labourers
 - c) Attendance Register
 - d) A satisfactory performance report signed by the head of the department concerned for the respective months.
 - e) ESI remittance challan with consolidated breakup details of the respective month.
 - f) EPF remittance challan with consolidated breakup details for the respective month.
 - g) GST payment challan (B2B form) to be submitted along with the bills of the respective month
 - h) All remittance proofs for the bank activity of the personnel deployed for the respective months are to be duly signed and submitted along with the bills.
- iii. The service provider should submit separate EPF, ESI & GST challans against this contract (should not clubbed with other contracts/sites where the agency supplies manpower) and submit separate details of personnel deployed exclusively against the contract to facilitate easy linking, checking and processing of bills.
 - iv. Payment will be made by the Institute to the service provider monthly on submission of bills in duplicate along with the satisfactory performance certificate from the office(s) concerned of NIT Rourkela.
 - v. Income Tax, TDS and other statutory levies, as applicable from time to time including penalties if any will be deducted from the service provider's bills.
 - vi. In case of any delay in the processing of the bills, the service provider shall ensure that the payment of the monthly remuneration and statutory due to the personnel deployed by the 7th of every month. There should be no linkage between this payment and the settlement of the service provider's bill from the Institute.
 - vii. Under any circumstances, no advance payment will be made.
 - viii. The service provider 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).

10. Liabilities, Control, etc. of the Persons Deployed:

- i. **Medical Fitness:** The service provider must ensure that all personnel deployed at NIT Rourkela are medically fit to join and perform their duties. NITR will not bear any expenses related to the medical fitness assessments, medical expenses, or other costs associated with ensuring that the personnel meet the necessary medical and legal standards. These costs are the sole responsibility of the service provider.
- ii. **Compliance with Labour Laws:** The service provider is required to strictly follow all applicable labour laws, rules, and regulations concerning the deployed personnel. This includes ensuring that the rights and welfare of the personnel are safeguarded according to applicable laws.
- iii. **Liability for Non-Compliance:** Any liability that may arise from the service provider's failure to comply with the medical fitness requirements or labour laws will fall solely on the service provider. NIT Rourkela will not be held responsible for any such liabilities, whether they are financial or otherwise.
- iv. **The Deployed Personnel** shall neither have nor 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 for injury, temporary or permanent disability, or death under any Law. All other statutory requirements with respect to any personnel of the outsourcing agency shall be the agency's responsibility, and these must be considered when making the financial proposal.
- v. **Financial Responsibility for Liabilities:** All liabilities arising from statutory requirements, deployed personnel welfare, or any legal claims (such as injury or disability) are the responsibility of the outsourcing agency. NIT Rourkela will not bear any of these costs or liabilities, regardless of the circumstances.

- vi. **Residential Accommodation:** No residential accommodation shall be provided for the outsourced personnel. The firm must consider this before providing a list of candidates for selection.
- vii. **Responsibility for Leave:** The service provider is fully responsible for managing and paying leave for the outsourced personnel and will not be reimbursed by NIT Rourkela. The service provider must make arrangements to cover for absent personnel to ensure work continuity.
- viii. **Leave:** The deployed personnel shall be entitled to **08 days of casual leave per year on a pro-rata basis**. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP), for which the service provider will make a necessary deduction in the billed amount if no replacement is provided.
- ix. **Holiday and Compensatory Off:** If outsourced personnel are required to work on a gazette (official) holiday or any normal holiday, they will be eligible for compensatory day off or appropriate compensation thereof with due approval of the competent authority.
- x. **Leave Record Maintenance:** The service provider shall be responsible for maintaining the leave record of the personnel engaged under them. Based on the leave records and the policies, the service provider will adjust and raise the monthly bill accordingly.

11. Risk And Cost:

- i. **Poor Performance and Non-compliance:** If the service provider fails to meet the performance or operational standards as defined in the scope of work, NIT Rourkela can immediately take over the job, either partially or entirely, at the contractor's expense. This includes outsourcing the task to another source without prior notice.
- ii. **Claims of Ignorance or Oversight:** The agency cannot claim that they were unaware of their liabilities or that any rules were missed by oversight. The contract provides adequate opportunities for bidders to understand all obligations and seek clarifications. If any issues arise after the contract is awarded, the agency will be liable for penalties or damages, as decided by the institute.
- iii. If the outsourcing agency fails to comply with the terms of the contract, NIT Rourkela shall recover damages as deemed fit and also use the Performance Security deposit to cover financial obligations to deployed personnel, as per applicable government laws. The agency must replenish the Performance Security if used.
- iv. **Loss or Damage Caused by Personnel:** In case, the deployed personnel cause any loss to NIT Rourkela, the service provider must bear the cost of the loss. The Director of NIT Rourkela has the authority to deduct the appropriate amount from the agency's bill or Performance Security. Additionally, frequent lapses by personnel could lead to contract termination or other actions, at the discretion of the Director.
- v. **Negligence and Termination of Contract:** If the service provider fails to execute the contract as per the terms & conditions, NIT Rourkela can hire alternate source to complete the service at the risk and cost of the service provider. The contract may be terminated, and the agency may face blacklisting or debarment due to non-compliance to the terms and conditions of a WO/Contract.

12. Termination of Services of deployed personnel:

- i. NIT Rourkela reserves the right to terminate the employment of any staff with 07 days notice without assigning any reason thereof.
- ii. 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 on all such matters shall be final and binding. The Institute may or may not inform the concerned personnel of the service provider about the decision of termination etc. Such a decision will be communicated to the service provider, which shall be responsible for withdrawing their personnel.

- iii. Any disputes, grievances, etc., raised by such personnel on these grounds shall not be entertained by NIT Rourkela and will have to be settled by the outsourcing agency/service provider with such personnel. In such cases, the service provider will have to provide a suitable replacement with immediate effect, based on the requirement of the Institute.

13. Fore-closure/Termination of the service contract in full or part:

- i. NIT Rourkela reserves the right to increase/decrease the number of manpower in part or full during the period of the contract. The revised order shall be communicated to the service provider for the payment against the change, if any.
- ii. NIT Rourkela reserves the right to terminate the contract at any time as per the following terms & conditions. On termination of the contract, the personnel engaged by the service provider shall also be presumed as terminated.
 - a) By giving one month's notice to the service provider without assigning any reason thereof.
 - b) By giving one month's notice to the service provider, if the service provider fails to perform its duties as per the agreed terms and conditions of the contract.
 - c) By giving one month's notice to the service provider, 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) By giving one month's notice to the service provider, if the service provider is declared bankrupt or otherwise insolvent by the court of law. During the notice period, the service provider is to continuing their duties until the expiry of notice period. On termination of the contract, it shall be the duty of the service provider to ensure that no person creates any disruption/hindrane/problem of any nature to NIT, Rourkela.
 - e) In case the firm voluntarily requests for cancellation of contract, the notice period shall be 90 days.

14. Damage to NIT Property:

If there is any damage to the Institute's property or any other financial burden on the Institute due to the willful or negligent actions of the service provider, or its personnel, the Institute shall be entitled to recover the cost as compensation from the bills of the service provider.

15. Indemnity:

The 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 of deployed manpower during anytime (whether on and off duty). The service provider shall have all the responsibility in all cases. The Service Provider shall be liable to pay compensation in accordance with the provisions of the Act, Laws, or Rule (as applicable) of land. In case of loss to the Institute due to negligence of the deployed manpower, the same shall be recovered from the Service Provider.

16. Force Majeure:

Should any force majeure circumstances arise, each of the contracting parties be excused for non-fulfilment or for the delayed fulfilment of any of its contractual obligations if the affected party, within 15 days of its occurrence, informs the other party in a written form. Force Majeure shall mean fire, flood,

natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.

17. Secrecy:

The bidder shall take all steps necessary that all persons deployed on any work in connection with the contract have notice that the Indian Official Secrets Act 1923 applies to them & will continue to apply even after execution of such works under the contract. The contract is confidential and must be strictly confined to the bidder's own use (except so far as confidential disclosure to sub-Agencies or suppliers as necessary) and to the purpose of the contract.

18. Cancellation of Tender/contract:

- i. Notwithstanding anything specified in this tender document, NIT Rourkela at its sole discretion without assigning any reasons, reserves the rights.
 - a. To accept or reject lowest bidder or any other bidder or all the bidders.
 - b. To accept any bid in full or in part.
 - c. Float/ initiate a parallel tender for identical requirement.
 - d. Cancel the tender at any stage.
- ii. **Document(s) not being genuine:** In case any document(s) produced in support of eligibility criteria, or any other document(s) turns out to be not genuine:
 - a. Before award of Contract: The contract will not be awarded, EMD shall stand automatically forfeited, and the tenderer shall be liable for any further action as may be deemed appropriate by NIT ROURKELA; or
 - b. After award of Contract: The contract shall be cancelled, Security Deposit shall stand forfeited, and the service provider shall be liable for any other action as may be deemed appropriate by NIT ROURKELA.
- iii. Until a formal agreement is prepared and executed, acceptance of terms and conditions of this tender shall constitute a binding contract between bidder and NIT ROURKELA.
- iv. The contractor is not eligible for any compensation or claim in the event of such cancellation.

19. Arbitration:

All disputes or differences of any kind whatsoever arising out of or in connection with the contract work during the subsistence of the contract or otherwise, shall be governed by the provisions of ARBITRATION AND CONCILIATION ACT, 1996 and any statutory rules/amendments thereof.

20. Jurisdiction & Right to Amend the Rules:

- i. 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.
- ii. The Institute rules shall be binding when executing the contract. If differences persist ever after arbitration & there are compelling reasons to go to court, it will be decided in the Court of Rourkela only.

COMPANY DETAILS

Name of the bidder		
Date of Incorporation / Registration details		
PAN Number		
GST Registration Number		
Bidder's status for the tender		
Bank Details	Account Number	
	IFS Code	
	Bank Name	
	Branch Name	
Registered Office Address		
Local Office Address within the state of Odisha		
Authorized Signatory Details (Company/Firm Authorization by the competent authority, to be attached)	Name	
	Designation	
	Email	
	Phone	
Details of Contact person other than Authorized Signatory	Name	
	Designation	
	Email	
	Phone	

Date:

Place:

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

GUIDELINES FOR FINANCIAL PROPOSAL

(Please **DON'T** submit this page along with technical bid, submit the price bid as per GeM portal. If any bidder/firm submits the price in this format along with the technical bid the bidder/firm shall be rejected)

1. All Bidders must submit the financial proposal as per GeM portal.
2. **The administrative charges (monthly service charges) are on monthly remuneration to be quoted as per the following pay schedule (to be submitted in GeM portal).**
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 shall be rejected.
4. The bidder should quote the monthly service charges (inclusive of GST) taking into account any efficiency benefits over the entire period of the contract. No negotiation of the monthly service charges shall be entertained by the Authority after the Award of Contract.

SAMPLE PAY MATRIX PER PERSON

Sl. No.	Description	Monthly remuneration per Person for G-I (in INR)	Monthly remuneration per Person for G-II (in INR)
1	Monthly remuneration (fixed)	29,018/-	26,402/-
2	EPF (12%) + EDLI (0.5%) + Admin. Charge (0.5%) = (13% of remuneration) (Ceiling Amount of remuneration is Rs. 15,000)	1,950/-	1,950/-
3	Subtotal – I (Sl. No. 1+2)	30,968/-	28,352/-
4	GST (18% of Subtotal - I)	5,574.24/-	5,103.36/-
5	Subtotal – II (Sl. No. 3+4)	36,542.24/-	33,455.36/-
6	Service Charges (in %) per month per person on Sl. No. 3 i.e. Subtotal – I	To be quoted by the bidder	To be quoted by the bidder
TOTAL (Sub-total-II + Service charges quoted by the bidder)		-----	-----
TOTAL AMOUNT IN WORDS			

***The bidder should quote the service charges (inclusive of GST) as a percentage on monthly remuneration. As per DoE OM No.F.6/1/2023-PPD dt: 06.01.2023, the minimum service charges is fixed as **3.85%** (3% profit plus transaction charges which are 0.85% at present) as proposed by GeM.

(ON THE LETTERHEAD OF THE FIRM)

**DECLARATION
(BID ACCEPTANCE LETTER)**

I son/daughter/wife of Shri Director / Partner / Proprietor / Authorized signatory of the Company / Firm / Agencyis 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 Hiring of Manpower 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/sis 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 firm/Agency/company	
2	Name of the work / Project & Location	
3	Nature of Services	
4	Agreement No. / Work Order No. (Please enclose copy of the work order with Authorized Signatory)	
5	Work order value/Contract value	
6	Value of work done	
7	Tenure of the contract	From: _____ to: _____
8	Date of Commencement	
9	Date of Completion (Please mention “under progress/continuing” if not completed)	
10	Performance report based on quality of supplied manpower Excellent / Good / Satisfactory / Bad / Very Bad	

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))

Bidder's Experience details for the last Five Financial years							
Financial Year	Name of the work	Type of work	No. of persons deployed	Work Order No. & Date (Copy of the Man Power Supply Orders to be attached)	Date of successfully completion of Work (Copy of report from client to be attached)	Value of Work Order	Contact Details of Client
2019-20							
2020-21							
2021-22							
2022-23							
2023-24							

Note: In case of ongoing projects/works please mention continuing and enclose the experience certificates.

Date:

Place:

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

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

Bidder's Annual Turnover details for the last Three Financial years			
Financial Year	Turnover in Rs.	Remarks	Please submit documentary evidence of Audited Balance Sheet along with supporting documents like Profit & Loss Statement, and Income Tax Return (ITR) for the last three financial years. All financial documents submitted must be duly certified by a Chartered Accountant with this Annexure.
2021-22			
2022-23			
2023-24			

Date:

Place:

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

CHECKLIST 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	EMD Details / EMD Exemption Certificate.		
4	Incorporation/Registration certificate of the company.		
5	GST Registration No. (Attach self-attested copy).		
6	EPF, ESIC, Labour License Registration No. (Attach self-attested copy).		
7	PAN & Bank details (attached self-attested copy).		
8	Company details (Annexure -I).		
9	Bid acceptance letter (Annexure-III).		
10	Non-Blacklisting undertaking (Annexure-IV).		
11	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-V).		
12	The bidder must have successfully executed/completed similar Services (manpower supply) in Central/State Government/ PSUs/ Autonomous Bodies (Central / State) within the last five years i.e. from FY 2019-20 to FY 2023-24 ending on 31 st March 2024 as specified in the clause 1 (iii) of this tender. The bidder should attach copies of the work orders/contracts and performance satisfactory reports, indicating the number of personnel deployed (as per Annexure – VI).		
13	The Bidder should have a minimum average annual turnover of Rs. 50, 00,000/- (Rupees Fifty Lakhs) during the last three financial years i.e. FY 2021-22, 2022-23, 2023-2024. All financial documents submitted must be duly certified by a Chartered Accountant (Annexure-VII).		

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