

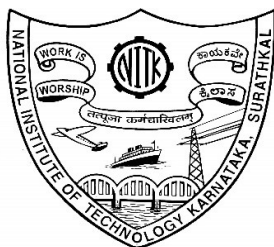
# **NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL**

(An Autonomous Institute of the Ministry of Education, Govt. of India)

**POST-SRINIVASNAGAR, MANGALURU – 575 025**

Phone: (0824) 2474 000. Email: registrar@nitk.ac.in

**Website: <http://www.nitk.ac.in>**



## **TENDER DOCUMENT**

**[Technical bid and Price bid system – e-Procurement mode]**

**NIT Reference: No. 1010/NITK-Manpower/Estt./2022/B2, dated 08-09-2022**

<b>Name of work/ service</b>	<b>Providing manpower services at NITK, Surathkal.</b>
<b>Contract period</b>	<b>Three years (extendable for a further one year).</b>
<b>The estimated amount put to tender</b>	<b>₹7,63,47,019 per year (Excluding GST) [Rs.2,44,701 per day Excluding GST]</b>
<b>Cost of Tender document</b>	<b>Nil</b>
<b>Bid Security</b>	<b>In the form of a Bid Security Declaration</b>
<b>Start date for downloading Tender Document</b>	<b>09-09-2022 (11:00 hours)</b>
<b>Date for seeking pre-bid clarifications</b>	<b>09-09-2022 (11:30hrs) to 16-09-2022 (17:00hrs)</b>
<b>Date of uploading pre-bid clarifications</b>	<b>19-09-2022</b>
<b>Start date for e-Bd submission</b>	<b>20-09-2022 (10:00 hours)</b>
<b>End date for e-Bid submission</b>	<b>29-09-2022 (15:00 hours)</b>
<b>e-Bid Opening date (Technical Bid)</b>	<b>30-09-2022 (15:30 hours)</b>
<b>Central Public Procurement Portal URL</b>	<b><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>
<b>Contact person of Tender Inviting Authority</b>	<b>Dr. Shreekant R. Lamani, Assistant Registrar – In charge (Administration) Phone: +91-824-2473993 Email: <a href="mailto:aradministration@nitk.edu.in">aradministration@nitk.edu.in</a></b>

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SURATHKAL**

POST-SRINIVAS NAGAR, MANGALURU – 575 025

Phone: (0824) 2474 000. Fax: (0824) 2474 033/ 2474 039

Website: [www.nitk.ac.in](http://www.nitk.ac.in)

No. 1010/NITK-MANPOWER-Estt./2022/B2

Date:08-09-2022

**NOTICE INVITING e-TENDERS [e-Procurement]**

**NAME OF THE SERVICE: PROVIDING MANPOWER SERVICES AT NITK, SURATHKAL**

The estimated amount put to tender: ₹7,63,47,019 per year (excluding GST) [Rs.2,44,701 per day Excluding GST]

1. National Institute of Technology Karnataka, Surathkal (in short - NITK, Surathkal; hereinafter referred as the "Institute") is an autonomous Technical Education Institute of the Ministry of Education, Government of India imparting technical and science education. National Institute of Technology Karnataka, Surathkal is an "Institutes of National Importance" notified by the Govt. of India under the NITSER Act – 2007 (Act No. 29 of 2007). The Institute is fully funded by the Government of India; and is governed by NITSER Act. NITK, Surathkal is located about 22 KM north of Mangaluru within Mangaluru City Corporation limits.
2. The Institute intends to engage a service provider on a contract basis for providing "Manpower Services" at the Institute. The contract shall be effective from the date as specified later in the letter of intent or work order. Subject to the fulfilment of terms & conditions of the contract, **the contract period shall be for THREE YEARS subject to satisfactory performance by evaluation of the services by the Institute once in every six months.** The contract is also extendable for a further **one-year** subject to satisfactory performance of the contractor and on mutual consent. **The estimated number of different categories of manpower required is 271 per day.**
3. In this connection, e-tenders are invited from Manpower service providers having enough experience and capability as specified in the tender document. The e-tenders invited are on e-Procurement mode. **The intending bidders shall submit their bids through the e-Procurement module of the Central Public Procurement Portal- URL: <https://eprocure.gov.in/eprocure/app>.** Any tender, if submitted off-line (Manually) shall not be entertained.
4. **Detailed procedure for submission of e-tenders is available on the website <https://eprocure.gov.in/eprocure/app>**
5. The calendar of events for e-Tender is as follows:

(i)	<b>Start date for downloading Tender Doc.</b>	<b>09-09-2022 (11:00 hours)</b>
(ii)	<b>Date for seeking pre-bid clarifications</b>	<b>09-09-2022 (11:30hrs) to 16-09-2022 (17:00hrs)</b>
(iii)	<b>Date of uploading pre-bid clarifications</b>	<b>19-09-2022</b>
(iv)	<b>Start date for e-Bd submission</b>	<b>20-09-2022 (10:00 hours)</b>
(v)	<b>End date for e-Bid submission</b>	<b>29-09-2022 (15:00 hours)</b>
(vi)	<b>e-Bid Opening date (Technical Bid)</b>	<b>30-09-2022 (15:30 hours)</b>
(vii)	<b>CPPP URL</b>	<b><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>

6. **Pre-bid clarifications (There is no in-person meeting):** In case, the intending bidder has any doubt about the scope of work, terms and conditions of contract, clauses of contract or meaning of any contents of the tender document, he shall seek clarification by sending his query through email as follows:

**Email address for sending query:** [aradministration@nitk.edu.in](mailto:aradministration@nitk.edu.in) (with cc [b2-assistant@nitk.edu.in](mailto:b2-assistant@nitk.edu.in))

Query seeking clarification should be e-mailed before the scheduled end date and time mentioned above. **No query shall be entertained if received after the said end date and time.** The Institute shall upload its clarifications to the e-procurement portal as per the schedule mentioned above under "Corrigendum". This corrigendum shall form part of the tender document.

7. **Bid Security:** The intending bidder (except NSIC/MSE/Startups) must submit a '**Bid Security Declaration**' declaring disqualification of his bid in case the bid is withdrawn or modified by him during the bid validity period. The format of the 'Bid Security Declaration' is available in the Tender Document. 'Bid Security Declaration' duly signed be uploaded while submitting the e-bid. **Tenders received without the 'Bid Security Declaration' will be rejected.**

In the case of NSIC/MSE/Startup bidders seeking exemption from Bid Security, they shall upload valid NSIC/MSE/Startup certificate (obtained for relevant NIC & Activity). **In case the uploaded MSE/ NSIC/ Startup certificate is not related to NIC & Activity for the category of tenders invited OR is not in conformity with the MSE Orders OR not valid, such certificate shall not be considered for Bid Security exemption, and such tenders will be rejected as non-responsive.**

8. **SECURITY DEPOSIT (SD):** The **successful bidder** should deposit an interest-free security deposit of **₹ 65,00,000** (Rupees Sixty-five lakh only) – **being one month's estimated value** - before entering into the contract through RTGS/NEFT/ Bank guarantee bond [in the specified format valid for a **minimum of 42 months**]/ Demand Draft of any scheduled bank drawn in favour of the **Director, NITK, Surathkal.**

9. **Procedure for submission of e-tenders:**

- 9.1 **Technical bid:** The bidder shall upload all documents that are insisted in the Tender Document for evaluation of the technical bid. The bidders are advised that not furnishing complete information that are called for or not giving it in clear terms or making any changes in the prescribed formats or deliberately suppressing the information shall result in rejection of their bid. The bidders are advised **not to upload any documents that are not insisted/ irrelevant documents** such as a copy of the agreement, work order, etc. The bidders may follow the checklist on "Documents to be uploaded" given in the Tender Document.

The bidder need not sign and upload the Tender Document, but will have to submit an '**Tender Conditions Acceptance**' letter in the format that is available in the Tender Document.

- 9.2 **Price bid:** The bidder shall quote his **price bid on PER PERSON / PER DAY Basis only** which shall include his profit and all general overheads, **excluding GST, Bonus, and Leave wage.**

The quoted bid shall comply with all other requirements and obligations of the bidder under Contract Labour (Regulation and Abolition) Act 1970 and latest amendments; Contract Labour (Regulation and Abolition) Rules 1971 and latest amendments; The Code on Wages (Act No. 29 of 2019) and the Rules notified under the Code on Wages; The Code on Social Security (Act No. 36 of 2020) and Rules notified under Code on Social Security [*erstwhile Payment of Gratuity Act- 1972 and amendments; Employees' Provident Fund and Miscellaneous Provisions Act – 1952; Amendment*

Act -1988 and other amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and other amendments; The Employees Compensation Act, 1923 and its amendments]; Obligations under the Shops and Commercial Establishments Act as amended up to date – as applicable; all other acts and rules related to Labour employment - **failing which the price bid is liable for rejection.**

**The Gratuity payment, as applicable under ‘The Code on Social Security’, shall be included in the Price Bid offer itself under the component “Contractor’s Profit and Overheads”. The Institute will not pay any extra on account of the liability of the contractor on payment of gratuity to his employees.**

**Reimbursement of EPF Contribution and ESI Contribution of Employer (by NITK-Surathkal) is payable on the maximum wage limit as stipulated by the EPF and ESI Authorities, from time to time.**

The price bid should be quoted by downloading the BoQ and then uploaded.

**10. MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID:**

The intending bidder must satisfy all the following requirements for qualifying in the technical bid:

- 10.1 The bidder must be registered as a Manpower Service Provider **with the concerned authority nominated under the Shops and Commercial Establishment Act or similar other authorities.**  
– Copy of the document evidencing such registration should be uploaded.

**Enlistment under NSIC/ MSME/ Startup shall not be treated as the bidder’s registration.**

- 10.2 The bidder must possess valid (i) GST registration and (ii) PAN registration – **A copy of the valid certificate should be uploaded.**

- 10.3 The bidder must be registered under Employees Provident Fund (EPF) Act – **A copy of the valid certificate should be uploaded.**

- 10.4 The bidder must be registered under Employees State Insurance (ESI) Act – **A copy of the valid certificate should be uploaded.**

- 10.5 The bidder must have the previous experience of having **successfully completed** similar work/ service as follows.

(i) A minimum of **one single similar service** with manpower **not less than 216 numbers per day;**

**OR**

(ii) A minimum of **two single similar services – each service** with manpower **not less than 162 numbers per day.**

**Similar Service** means “Providing skilled workforce at Offices / Laboratories”, **other than Security and Housekeeping workers.**

Copy of work/ service experience certificate issued by the employer-supported **by a copy of the Labour license** obtained for the said service/ services from the concerned Labour Officer (State or Central – as the case may be) should be submitted by uploading in CPPP as proof of experience.

Manpower contracts awarded under one agreement shall be treated as one single work even though the contract period was for more than one year. If experience certificates are from private sector/organization/ firm, the same should be accompanied by a TDS certificate. Please note that Work Orders/ agreement copies shall not be considered as experience certificate. Any certificate not supported by Labour Licence shall not be treated as valid document.

**MSEs/Startups are exempted from the requirement of previous experience as per MSE orders. The bidders seeking exemption from previous experience must upload VALID MSE-UDYAM Certificate obtained under relevant NIC.**

- 10.6 The bidder should not have abandoned or suspended any awarded work/ service contract of any organization as on the date of Notice Inviting Tender (i. e 08-09-2022). The bidder should not have been blacklisted/debarred for competing by any organization as on the date of Notice Inviting Tender (i. e 08-09-2022). Relevant proof in the form of an affidavit (format as in the Tender Document) duly sworn in this regard should be uploaded
- 10.7 The bidder must have **not less than 108 employees/workers (40% of required Manpower)** in his Register of Pay Roll in each month from April 2021 to March 2022. The details should be submitted by uploading it in CPPP as per the format provided in the tender document. Employees/ Workers means Skilled workers **other than Security and Housekeeping workers.**
11. The Price bid of those bidders who qualify in the Technical bid shall only be opened. The Institute shall evaluate the Technical bid strictly on the basis of eligibility criteria stipulated in the Tender document. If found necessary, the Institute shall verify the veracity of such documents from any sources as deemed fit and/or seek clarifications from the bidder. The decision of the Institute in this regard is final and binding on the bidder. No representations from the bidder in respect of the decision of the Institute on the evaluation of the technical bid shall be entertained.
12. **If a bidder qualifies in the technical bid and if his price bid is found to be violating any of the provisions/ obligations of the bidders mentioned in Para 9.2 above, then such price bid will be treated as “Non-responsive” and rejected.**
13. The bidder should inspect the campus before quoting his rate and get all related information from the Institute.
14. Any further details if required may be obtained from the office during office hours.
15. The bidders enlisted under MSE/NSIC/ Startups [Startups as recognized by the Department of Industrial Policy and Promotion (DIPP)] are requested to note that the present notice inviting tender is **not for the “Supply of Goods”**. If any bidder enlisted under NSIC/MSE (under relevant NIC & Activity)/ Startups are interested in participating in the tender, they may participate subject to fulfilment of the conditions of this notice inviting tender. **However, they are exempted from paying Bid Security and from the requirement of previous experience.**
16. The Institute reserves the right of rescheduling the calendar of events, making modifications to the tender document before its submission by the bidder, cancelling the tender, or accepting any tender other than the lowest or rejecting all the tenders.

Sd/-  
REGISTRAR  
NITK, Surathkal

## **INSTRUCTIONS TO THE BIDDER FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using **valid Digital Signature Certificates**.

The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements, and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

### **REGISTRATION:**

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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 from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS:**

- 1) There is various search options built-in 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 of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, 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 documents / 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 / email in case there is any corrigendum issued 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.

## **PREPARATION OF BIDS:**

- 1) Bidders should take into account any corrigendum published on the 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 the 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 the black and white option which helps in reducing 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 the "My Space" or "Other Important Documents" area 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.

## **SUBMISSION OF BIDS:**

- 1) Bidder should log into the site well in advance for 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) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person 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 data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ 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 white-coloured (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 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, the opening of bids, etc. The bidders should follow this 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 data 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 bid openers.
- 8) Upon the successful and timely 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 other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS:**

- 1) 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 contact person indicated in the tender.

#### **Contact persons of the Tender Inviting Authority:**

Queries relating to the **tender document**: **Dr. Shreekant R. Lamani,**  
**Assistant Registrar i/c (Administration)**  
**Phone: +91-824-2473993**  
**Email: [aradministration@nitk.edu.in](mailto:aradministration@nitk.edu.in).**

**Permission for campus entry** : **Security Officer – Cell No. 9480691382**

- 2) Any queries relating to **the process of online bid submission** or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any **technical related queries**- 24 x 7 Help Desk Number: 0120-4001 002 /0120-4001 005/ 0120-6277 787

**Documents to be kept ready for uploading after scanning (.pdf)**

The bidder shall verify his bid properly before its submission in the e-procurement portal and satisfy that all the documents are uploaded. The following documents are kept ready duly scanned (.pdf) for uploading while submission of e-bids.

Sl. No.	Requirement	Document to be scanned and uploaded
<b>EMD/ Bid Security/GCC related documents:</b>		
1	Bid Security	Bid Security Declaration duly signed <b>(Format as in Page No.12)</b> OR Valid MSE (under relevant NIC & Activity)/ NSIC/ Start-up certificate in case seeking exemption from Bid Security
2	Tender Conditions Acceptance Letter	Declaration on acceptance of Tender conditions duly signed <b>(Format as in Page No.13)</b>
3	The legal status of the bidder:	Scanned copy of the relevant document (i) If the bidder is a partnership company, copy of the partnership deed. (ii) If the bidder is a Private/ Public Limited Company, a copy of the MOA & Registration document of the company. If the bidder is an individual, the bidder shall upload his GST certificate.
4	Details of establishment for which the bidder has provided similar works during the previous five years	Details to be uploaded <b>(Format as in Page No.41)</b>
5	Details of similar works in hand	Details to be uploaded <b>(Format as in Page No.42)</b>
<b>Documents required under Eligibility criteria: Please refer to Para -10 of the Notice inviting e-tenders</b>		
1	The bidder must be registered as a Manpower Service Provider <b>with the concerned authority nominated under the Shops and Commercial Establishment Act or similar other authorities.</b>  <b>Enlistment under NSIC/ MSME/ Startup shall not be treated as the bidder's registration</b>	Copy of the document evidencing registration should be uploaded
2	The bidder must possess valid (i) GST registration and (ii) PAN registration.	Copy of (i) GST registration; and (ii) PAN should be uploaded.
3	The bidder must be registered under Employees Provident Fund (EPF) Act	EPF registration
4	The bidder must be registered under Employees State Insurance (ESI) Act	ESI registration
5	The bidder must have the experience of having completed similar work as mentioned in the Notice inviting e-Tenders (Para 10.5).	Work experience certificate issued by the Employer/ Client (Supported by Copy of Labour Licence)

		<p>If experience certificates are from the private sector/organization/ firm, the same should be accompanied by a TDS certificate.</p> <p>Please note that Work Orders/ agreement copies shall not be considered as experience certificate. Any certificate not supported by Labour Licence shall not be treated as a valid document.</p> <p>The bidders seeking exemption from the requirement of previous experience shall upload valid MSE (under relevant NIC &amp; Activity)/ NSIC/ Start-ups registrations.</p>
6	<p>The bidder should not have abandoned or suspended any awarded work/ service contract of any organization as on the date of Notice Inviting Tender (i. e 08-09-2022). The bidder should not have been blacklisted/debarred for competing by any organization as on the date of Notice Inviting Tender (i. e 08-09-2022). Relevant proof in the form of an affidavit (format as in the Tender Document) duly sworn in this regard should be uploaded</p>	<p>Relevant proof in the form of an affidavit (format as in the Tender Document) duly sworn in this regard should be uploaded.</p> <p><b>(Format as in Page No.39)</b></p>
7	<p>The bidder must have <b>not less than 108 employees/workers (40% of required Manpower)</b> in his Register of Pay Roll in each month from January 2021 to December 2021.</p>	<p>The details should be submitted as per the format provided in the tender document</p> <p><b>(Format as in Page No.40)</b></p>
Price bid:		
1	Price Bid	BoQ to be downloaded, filled and then to be uploaded.

**Note:**

1. The bidders are advised **not to upload any documents that are not insisted/ irrelevant documents** such as a copy of the agreement, work orders, etc. to avoid uploading documents of bulky file size.
2. The Tender document need not be signed and uploaded. **Only Declaration on acceptance of Tender conditions duly signed needs to be uploaded.**
3. Submission of tender in the e-Procurement portal is deemed as acceptance of all the terms and conditions mentioned in the tender document. **The successful bidder will have to sign these documents while entering into the agreement.**
4. It is the responsibility of the bidder to ensure that **only related documents in support of the eligibility criteria are uploaded. Any representations received on offline mode/ e-mails after opening the tender will not be entertained.**

[Form of "Bid Security Declaration" - To be submitted on the Letterhead of the Bidder]

**"BID SECURITY DECLARATION"**

To:

**The Director,  
National Institute of Technology Karnataka, Surathkal.  
Post-Srinivasnagar, Mangaluru – 575025.**

Sir,

Sub.: Submission of Bid Security Declaration – Reg.

Ref.: Tenders invited for **"Providing Manpower services at NITK, Surathkal."** vide Tender Notification.  
**1010/NITK-MANPOWER-Estt./2022/B2 dated 08-09-2022.**

I/ We declare that:

1. I/ We understand that according to the tender document, bid must be accompanied by a Bid Security Declaration. Accordingly, I/ We are submitting this Bid Security Declaration.
2. I/ We declare that I / We will not withdraw our bid during the Bid validity period or make any modifications to my/ our bid.
3. I/ We understand that if I/ we withdraw my/ our bid or modify the bid, I/ we will be automatically suspended from being eligible for bidding and also will be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
4. I/ We understand that if I/ We fail to furnish the Security Deposit before the deadline specified in the LoA / Lol, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
5. I/ We further understand that if I/ We fail to sign the contract in case the work is awarded to me/ us or fail to furnish the Security Deposit, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
6. I/ We understand that this Bid Security Declaration will automatically expire if we are not the successful bidder/ upon the expiry of the bid validity period.
7. I/ we declare that I am/ we are authorized to sign this declaration.

Duly signed this Declaration on this day - - 2022 in the presence of the following witnesses:

**Signature of the Bidder with seal**

In the presence of:

Signature of witness :  
Signature :  
Postal address :

In the presence of:

Signature of witness :  
Signature :  
Postal address :

(To be typed and submitted (uploaded) by the bidder on Bidder Company Letter Head)

### TENDER CONDITIONS ACCEPTANCE LETTER

No. 1010/NITK-MANPOWER-Estt./2020/B2

Date:

To:

**The Director,**  
National Institute of Technology Karnataka, Surathkal,  
Post-Srinivasnagar, Mangaluru – 575025.

Sir,

Sub: Acceptance of Terms & Conditions of Tender – Submission of declaration letter - Reg.

Tender Reference **No. 1010/NITK-MANPOWER-Estt./2022/B2 dated 08-09-2022.**

No:

Name of Tender/ **Providing Manpower services at NITK, Surathkal.**

Work:

1. I / We have downloaded/obtained the tender document(s) for the above-mentioned 'Tender' from the website (s) namely <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above-mentioned website.
2. I / We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page **No. 1 to 49** (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety. I/ we hereby declare that I/ we will sign the entire tender document while signing the contract in case the work is awarded.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your Institute, without giving any notice or reason, shall summarily reject the bid or terminate the contract in case the tender is awarded, without prejudice to any other rights or remedy including forfeiture of the full earnest money deposit absolutely.
7. I / we hereby certify that I am/ we are authorized to sign this declaration. The original of this letter shall be submitted to the Institute while signing the contract in case the work is awarded.

Yours faithfully,

(Signature of the Bidder, with Seal)

**INTEGRITY PACT**

To:

..... (Name & address of the agency)

.....  
.....

Sub: Notice Inviting Tender **No.1010/NITK-MANPOWER-Estt./2022/B2 dated 08-09-2022.** for the work/ service of "Providing Manpower services at NITK, Surathkal"

Sir,

It is hereby declared that NITK, Surathkal is committed to follow the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the Integrity Agreement, which is an integral part of the tender/bid document, failing which the tenderer/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NITK, Surathkal.

Yours sincerely

Registrar,  
NITK, Surathkal.

**From:**

..... (Name & address of the agency)

.....

.....

**To:**

**Registrar,  
NITK, Surathkal,  
Srinivasnagar Post,  
Mangaluru – 575025.**

**Sub:** Submission of Tender for the work/ service of “Providing Manpower services at NITK, Surathkal”

Sir,

I/We acknowledge that NITK, Surathkal is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of the tender document, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity in letter and spirit and further agree that execution of the said Integrity Agreement shall be separated and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NITK, Surathkal. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NITK, Surathkal shall have absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date:

(Duly authorized signatory of the Bidder)  
Seal and signature of the contractor.

*(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of NITK, Surathkal).*

### INTEGRITY PACT AGREEMENT

This Integrity Agreement is made at Surathkal on this ..... day of .....20 .....

#### **BETWEEN**

National Institute of Technology Karnataka, Surathkal, an Institute of National Importance (under NIT Act - 2007) represented through the Registrar, NITK, Surathkal (hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### **AND**

.....  
(Name and Address of the Individual/Firm/Company)

Through ..... (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

#### **Preamble**

WHEREAS THE Principal / Owner has floated the Tender (Notice Inviting Tender No.1010/NITK-MANPOWER-Estt./2022/B2 dated 08-09-2022 (Hereinafter referred to as "Tender/Bid") and intends to award, underlaid down organizational procedure, contract for "Providing Manpower services at NITK, Surathkal"

[Hereinafter referred to as the "**Contract**").

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this witness as under:

#### **Article 1: Commitment of the Principal/Owner**

- i. The Principal /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal /Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise



for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal /Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal /Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal /Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- ii. If the Principal /Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal /Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### **Article 2: Commitment of the Bidder(s)/ Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adheres to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit themselves to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contact execution:
  - a. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contractor.
  - b. The Bidders(s)/Contractor(s) will not enter with other Bidders(s) into an undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c. The Bidders(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further, the Bidders(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidders(s)/Contractor(s) of foreign origin shall disclose the names and address of agents/representatives in India if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e. The Bidders(s)/Contractor(s) will, when presenting his bid, disclose (~~with each tender as per proforma enclosed~~) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- iii. The Bidders(s)/Contractor(s) will not, instigate third persons to commit offences outlined above or be an accessory to such offences.
- iv. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public officials to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to a justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- v. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidders(s)/Contractor(s) and the Bidders/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidders(s)/Contractor(s), either before awarded or during the execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidders(s)/Contractor(s) from the Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

**2) Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidders(s) from the tender process prior to the award of the Contract or terminate/determinate the Contract or has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidders/Contractor.

**3) Criminal Liability:** If the Principal/Owner obtains knowledge of the conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article: 5 Equal Treatment of all Bidder/Contractors/Subcontractors**

- 1) The Bidders(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into pacts on identical terms like this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor after the completion of work under the contract or till the continuation of defect liability period, whichever is more - and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of these pacts as specified above, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

**Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is **Mangaluru**, the Headquarters of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partners holding power of attorney signed by all partners and consortium members. In the case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement with their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action was taken by the Owner/Principal in accordance with this **Integrity Agreement / Pact or the interpretation thereof shall not be subject to arbitration.**

**Article 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract/ or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of the following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of bidder/ contractor)

WITNESSES:

1. ....  
(Signature, name and address)

2. ....  
(Signature, name and address)

Place: Surathkal.

Date:

## DEFINITIONS AND INTERPRETATIONS

**DEFINITIONS:** The following terms shall have the meaning hereby assigned to them unless the context otherwise requires:

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to the masculine gender shall whenever required include the feminine gender and vice versa.

**1) INSTITUTE / NITK, Surathkal**

Shall mean National Institute of Technology Karnataka, Surathkal, Post Srinivasnagar, Mangaluru – 575 025, represented by its Director or Registrar or their authorized representatives.

The **Director** means the Director of the Institute.

The **Registrar** means the Registrar of the Institute.

The **Officer-in-charge** means the Head of the Department or the Head of the Section of the Institute

**2) CONTRACTOR**

Shall mean the successful bidder to whom the contract is awarded which expression shall unless the context otherwise requires, include his legal heirs, executors, administrators and assigns. The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

**3) CONTRACT; CONTRACT AGREEMENT**

Shall mean and include the following:

Notice inviting tender; a tender document containing general instructions to the bidder and conditions of the contract; scope of work; clauses of contract etc., documents furnished by the bidder; Letter of Intent; Work order; all related Acts and Rules specified in the tender document; and/or any other correspondences of negotiations and the price bid, all future correspondences.

The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Institute and the Contractor, together with the documents referred to therein including terms & conditions, instructions issued from time to time by the Institute; and all these documents were taken together, shall be deemed to form one contract and shall be complementary to one another.

**4) SERVICE/ WORK**

Of the Contractor shall mean and include engagement, deployment of various categories of manpower as directed by the Institute; and general supervision of of their work as per the terms and conditions of the Contract.

**5) CONTRACT PRICE**

Shall mean the sum/ sums referred to in the contract agreement under Price bid or in the Letter of Acceptance/ Work order.

**6) SHIFT**

Shall mean the duration of eight continuous working hours.

**7) DAY:**

Shall mean calendar day. Day means a period of 24 hours beginning at mid-night. A day is normally divided into three shifts of eight hours of duration each.

For the purpose of calculation of minimum wages, a day shall be treated as a shift of 8 hours.

**8) MONTH**

Shall mean a calendar month.

**9) MINIMUM WAGE:**

Shall mean the Minimum wage declared or ordered by the Central Government under the Code on Wages (Act No. 29 of 2019) from time to time for employees and/ or workers employed in 'Construction or Maintenance of Roads or Runways or in Building Operations including laying down Underground Electric, Wireless, Radio, Television, Telephone, Telegraph and Overseas Communication Cables and similar other underground Cabling Work, Electric Lines, Water Supply Lines and Sewerage Pipe Lines'. The **total** Minimum wage shall include V. D. A.

**VDA:**

Shall mean Variable Dearness Allowance declared by the concerned authority of the Central Government under the Code on Wages (Act No. 29 of 2019).

### GENERAL INSTRUCTIONS TO THE BIDDER:

1. The tender is for providing Manpower services under which the contractor shall provide trained manpower and deploy them at various departments/ sections as per the directions of the Institute; and shall use his best endeavours to provide satisfactory services as per the requirement of the Institute.
2. As estimated now, a **total of 271 numbers of different categories of manpower** are required per day. **These numbers are only indicative.** These numbers may vary depending on the actual requirement. Additional manpower if required shall be arranged by the agency at the contract rate.
3. All statutory benefits to the manpower engaged under this contract shall be given to them by the contractor including leave, leave wages, and national & festival holidays as per the statutory norms and related Labour Laws.
4. **The variation for engaging manpower under the contract is limited to plus or minus 25%.**
5. Verification of Character & Antecedents: The antecedents of manpower deployed shall be got verified by the contractor from the Police/ concerned authority and an undertaking in this regard should be submitted to the Institute along with the list of manpower engaged.
6. The successful bidder shall take group insurance on manpower on signing the contract. The insurance premium may be borne by the beneficiaries.
7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under the Laws of India. Such action will result in outright rejection of the bid, in addition to other punitive measures.
8. The bidder who submits a tender shall fill up the tender form stating at what rate he shall provide the Manpower. The price quoted shall satisfy all terms and conditions of the tender document including all statutory obligations of the bidder, **including gratuity payment if any, except GST, Bonus and Leave Wages which shall be reimbursed separately, as admissible. The price is to be quoted on PER PERSON / DAY basis.**
9. The bid shall be valid for **60 days** from the date of its submission for acceptance. Withdrawal of a tender after its submission is not permitted. If a bidder withdraws his tender after its submission, then the Bid Security is liable for a forfeiture in full/ action as per the Bid Security Declaration will be taken up.
10. The tender of any bidder who does not accept the conditions contained in the tender document is liable to be rejected. Submission of tenders on the e-Procurement portal shall be deemed that the bidder has accepted all the terms & conditions and clauses of the tender document
11. All Statutory tax deductions at source (TDS) connected with the contract shall be made from the contractor's bill at the rates in force from time to time. Any tax omitted for deduction shall be deducted from the subsequent bills/security deposits.
12. Income tax shall be deducted at source at the rate in force from time to time from the service provider/ contractor's bill.



13. The rate quoted by the bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor for any reason whatsoever. **However, any change in the Minimum wage and/or VDA during the currency of the contract period shall be considered for reimbursement as per the related clauses of the contract, as applicable.**
14. The acceptance of tender shall rest with the Institute. The Institute is not bound to accept the lowest tender and reserves the authority to reject any or all the tenders.
15. The Institute reserves the right of accepting whole or any part of the tender and the bidder shall be bound to perform the same at the quoted rates.
16. On accepting the tender, the contractor shall intimate the name(s) of his accredited representative who would be supervising the service/ work and would be responsible for taking instructions for carrying out the work/ service.
17. The decision of the Institute with regard to the performance of the contractor shall be final and binding on the contractor.
18. **One bid per bidder:** Each bidder shall submit only one tender either by himself or by representing a firm.
19. **Cost of bid:** The bidder shall bear all costs associated with the preparation and submission of his bid. The Institute in no case shall be responsible or liable for those costs.
20. The bidders are advised to visit the Institute campus and acquaint themselves with the operational system. The cost of the visit shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the location and is aware of the operational conditions prior to submission of his bid.
21. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.
22. **In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from the Institute before during pre-bid meeting (on-line).** All such clarifications, together with all details on which the clarification had been sought will be uploaded to the e-Procurement portal. Such clarifications shall form part of the tender document.
23. Bid and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English translation shall prevail in matters of interpretation.
24. The bidder shall quote his rate in Indian rupees.
25. **Conditional bids/ offers shall be summarily rejected.**
26. A bidder signing the bid document must specify whether he signs as:
  - (i) A sole proprietor of the firm or constituted attorney of such proprietor;
  - (ii) A partner/ managing partner of a partnership firm. In this case, he must have a clear legal authority to sign for the firm.
  - (iii) Constituted attorney, if for a Company.

27. If an individual makes the tender, the bid shall be signed with his full name and his complete address shall be given. If it is made by a partnership firm, the bid shall be signed by all the partners or the authorized signatory who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act 1956, it shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall include a copy of the 'Power of Attorney' with the tender. A certified copy of the registered Deed shall also be submitted along with the tender.
28. The Institute will declare a firm/ bidder ineligible either indefinitely or for a specified period of time at the sole discretion of the Institute for the award of contract/ participating in the tenders if at any time the Institute determines that the bidder has furnished false information/ engaged in corrupt or fraudulent practices.
29. The price bid of bidders who have not qualified in the technical bid shall not be opened.
30. The contractor will not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the service/ work, whatever the cause for such delays may be.
31. The Institute shall not be under any obligation for providing employment to any of the employees/workers of the contractor after the expiry of the contract. **The Institute does not recognize any employee-employer relationship with any of the employees/ workers of the contractor.**
32. **Forfeiture of Security Deposit:** The SD shall be liable to be forfeited in case of any breach of terms and conditions of the contract.
33. **RELEASE SD:** The SD of the successful tenderer shall be returned without any interest after completion of the contract period after adjusting any dues from him on producing a "No objection Certificate/ No dues Certificate" from the Assistant Labour Commissioner (Central), Mangalore; and on the production of proof of payment of EPF and ESI premiums.
34. The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or thereunder.
35. The Institute will not provide residential accommodation to any of the employees/ workers of the contractor.
36. If as a result of post-payment audit any over-payment is detected, it shall be recovered by the Institute from the agency/contractor out of his bills or deposits.
37. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns and shall keep the Institute fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The Institute is in no way shall be responsible / held responsible for the statutory compliances of the Contractor. In case the Institute is required by the order of the Law to fulfil the obligations of the Contractor, the same shall be recovered from the contractor out of his bills or deposits.
38. Subject to the Institute's right to accept any tender/ reject any or all the tenders, the NITK, Surathkal will award the contract to the bidder whose bid has been determined to be substantially responsive to the tender document and who has offered evaluated Tender Price, provided further that the bidder has the capability and resources to carry out similar type contract effectively. Eligibility shall be based

on the evaluation of the details furnished in the bid. Copies of the testimonials and other documentary evidence must be submitted along with the e-Tender for evaluation and confirmation of qualifying requirements. Bids of those tenderers, who in the opinion of the Institute do not satisfy the above requirements, will not be considered.

39. Prior to the expiry of the period of validity of the tender, the Institute will notify the successful bidder in writing by letter that his tender has been accepted. This letter (hereinafter referred to as the Letter of Intent) shall name the sum, which the Institute will pay the contractor in consideration of the execution of the work/service by the contractor as specified in the contract document (hereinafter called as the contract price). This letter of Intent will form a part of the Contract.
40. On receipt of this letter of Intent, the successful tenderer will have to enter into an agreement. If the tenderer fails to execute the agreement within the specified time, the earnest money deposit shall be forfeited to the Institute and the tender will be rejected. If as a result of such measures due to the default of the tenderer, any loss to the Institute results, the same will be recovered from the tenderer by a suitable course of action including legal proceedings.  
The cost of the non-judicial stamp paper/ document paper required for the agreement shall be borne by the service provider/ contractor.
41. Amendment of tender document: At any time prior to the last date of receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Tender document by an amendment. The Institute may at its own discretion extend the last date for the receipt of bids.
42. **Determination of successful bidder: The bidder (technically qualified) who quotes the lowest price bid shall be the successful bidder subject to its meeting to the statutory requirements.**

The Price Bid of any bidder will be treated as Non-responsive and rejected:

- (i) **If a bidder qualifies in the technical bid and if his price bid is found to be violating any of the provisions/ obligations of the bidders mentioned in Para 9.2 of the Notice Inviting tender, then such price bid will be treated as “Non-responsive” and rejected;**  
**OR**
- (ii) **If Price Bid offered by quoting “0” [Zero] as Contractor’s profit and other Overheads, then such price bid will be treated as “Non-responsive” and rejected;**  
**OR**
- (iii) **If the total value of the bill payment to the contractor after deduction of TDS is less than the total Wage Payment to the manpower [including EPF, and ESI contribution of the Employer], then such price bid will be treated as “Non-responsive” and rejected. To calculate this, the estimated manpower shall be taken into account while evaluating the Price Bid.**

**In order to have uniformity in the evaluation of the Price Bid, TDS @ 1% (One per cent) shall be considered irrespective of status of the bidder [either individual or other than the individual].**

- (iv) **In case of a tie, the lowest bidder will be decided through a draw of lots.**

43. The Courts at Mangaluru/ Bengaluru shall have the exclusive jurisdiction to try any disputes, if any, arising out of this contract between the parties.

### **SCOPE OF WORK OF THE CONTRACTOR:**

1. The contractor shall deploy trained manpower of different categories at various departments/ sections of the Institute as per the directions of the authority concerned. **He is responsible for the supervision of such manpower deployed for their proper behaviour and proper discharge of their duties assigned. All the manpower proposed for deployment at the Institute shall have a minimum of one year of experience working in Central Government/ Central autonomous bodies.**
2. The contractor shall **not** assign any overtime duty to any of his manpower engaged under this contract.
3. The contractor shall maintain all necessary Registers and Records as required under statutory norms and Labour laws. He shall maintain an Attendance Register of his manpower engaged under this contract.
4. The contractor shall arrange for the biometric attendance of his manpower. The cost of the biometric instrument shall be borne by the contractor. The printouts of the attendance shall be submitted along with his bill.
5. The wages to the manpower engaged under this contract shall be disbursed by means of crediting to the bank account of the manpower or through account payee cheques. Wages shall not be disbursed through cash payment. The wages shall be disbursed by the contractor within the time limit stipulated under Section 17 of The Code on Wages Act, even if the payment is not received from the Institute.
6. The contractor shall provide an identity card to all the manpower engaged under the contract.
7. No alcoholic drinks and Statutory banned items/articles/ consumables shall be consumed by the employees/ workers of the Contractor during duty hours nor they shall be under alcoholic influence.
8. The contractor shall comply with all his responsibilities mentioned in other sections of this tender document.
9. All statutory benefits to the employees/ workers engaged under this contract should be given to them by the contractor including leave, leave wages and national & festival holidays as per the statutory norms and Labour Laws.
10. Contractor shall obtain a Licence from the Assistant Labour Commissioner (Central), Mangaluru before the commencement of the contract work and keep it in currency throughout the contract period.
11. **In case, the contractor does not have any local office, the contractor (successful bidder) will have to establish a local office on signing the contract for smooth and timely execution of the contract. The local office shall be in Karnataka State.**

## GENERAL CONDITIONS AND CLAUSES OF CONTRACT

### **1. CONTRACTOR/ SERVICE PROVIDER IS THE EMPLOYER OF ALL EMPLOYEES/ WORKERS ENGAGED BY HIM:**

The contractor is the employer of all employees/ workers engaged under this contract. They shall not be treated as employees of the Institute. The Institute does not recognize any employee-employer relationship with any of the workers/ employees of the contractor.

All statutory payments in connection with the employment of the workmen under this contract shall be borne by the Contractor.

The contractor shall take all necessary registrations and pay premiums correctly to Labour welfare funds; ESI; EPF etc. constituted by the Union Government and Government of Karnataka from time to time.

### **2. PERIOD OF VALIDITY OF TENDER**

The tender shall remain valid for acceptance for a period of **60 days** from the date of submission of the tenders (except for the Minimum wage). If any tenderer withdraws his tender before it or makes any modifications in terms and conditions of the tender, then the Institute has the liberty to forfeit the Earnest Money Deposit/ take action as per the Bid Security Declaration.

### **3. DISBURSEMENT OF PAYMENT:**

The wages to the employees/ workers engaged under this contract shall be disbursed by means of crediting to the bank account of the employee/ worker or through account payee cheques. Wages shall not be disbursed in a cash payment. The wages shall be disbursed by the contractor within the time limit stipulated under Section 17 of The Code on Wages act, even if the payment is not received from the Institute.

### **4. SUB-LETTING IS NOT PERMITTED:**

No part of the contract shall be sublet without the written permission of the "Institute" nor shall transfers be made by "Power of Attorney" authorizing others to carry out the work.

### **5. SUB-CONTRACTING:**

The Contractor/ service provider shall not sub-contract any part of the Work/ service without the written consent of the "Institute" and such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract and the Contractor shall be responsible for all the acts, defaults and neglects of the sub-contractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants or workmen.

### **6. DURATION OF CONTRACT:**

Subject to the fulfilment of the terms and conditions of the contract, the contract period shall be for **THREE YEARS** from the date as specified in the Letter of Acceptance/ work order. The performance of the contractor shall be evaluated by the Institute once every six months. If the performance is not satisfactory in the opinion of the Institute (which is final and binding on the contractor), then the Institute shall terminate the contract giving two months' notice. The contract is also extendable for a further one-year subject to the fulfilment of contract conditions and on mutual consent.

**7. INSURANCE:**

The successful bidder shall take group insurance on employees/ workers engaged under the contract on signing the contract to meet his obligations under Workmen Compensation Act.

**8. INDEMNITY BOND:**

The Contractor shall indemnify the Institute against all claims for loss or damages or compensation due to the negligence of the Contractor in performing his responsibilities and duties and that may be made by his employees or users or third parties.

The Contractor/ service provider shall indemnify against all losses and claims for injuries, death or damages to any person or property whatsoever which may arise out of or in consequence of the contractor's work and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

**9. REMOVAL OF WORKMEN:**

The "Institute" shall be at liberty to object to and require and Contractor to remove forthwith from the Work any worker employed by the Contractor in or about the operation or maintenance of the Work who in the opinion of the "Institute" misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the "Institute" to be undesirable and such person shall be replaced by the Contractor without delay by a competent substitute approved by the "Institute".

**10. COMMUNICATIONS TO BE IN WRITING:**

All references, communications, correspondences made by the "Institute"/ the Institute's representative or the Contractor in connection with the Work shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

**11. USE OF PREMISES:**

The Contractor shall not occupy any land, or building belonging to or in the possession of the "Institute" without prior approval of the Institute.

**12. LABOUR; LABOUR RULES:**

In respect of all labour (directly or indirectly) employed by the Contractor, the Contractor shall comply with the provisions of the Contract labour (Regulation and Abolition) Act 1970 and latest amendments; Contract Labour (Regulation and Abolition) Rules 1971 and latest amendments; The Code on Wages (Act No. 29 of 2019) and the Rules notified under the Code on Wages; The Code on Social Security (Act No. 36 of 2020) and Rules notified under Code on Social Security [*erstwhile Payment of Gratuity Act 1972 and amendments; Employees' Provident Fund and Miscellaneous Provisions Act – 1952; Amendment Act 1988 and other amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and other amendments; The Employees Compensation Act, 1923 and its amendments*]; Shops and Commercial Establishments Act as amended up to date; all other acts and rules related to Labour employment notified from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety of workmen, Bonus, EPF, gratuity benefits, retrenchment/lay off, compensation etc.

The rules and the other statutory obligations with regard to minimum wages, welfare and safety measures, maintenance of registers etc. will be deemed to be part of the Contract. Violation of any of these shall be deemed as a violation of the clause/ clauses of this contract.

It shall be the responsibility of the contractor to provide the details of manpower engaged by him to the Institute as well as to the Labour department.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

- 13. Reimbursement of EPF Contribution and ESI Contribution of Employer (NITK-Surathkal) is payable on the maximum wage limit as stipulated by the PF and ESI Authorities, from time to time.**

**14. SUBMISSION OF DETAILS OF PAYMENT MADE:**

The contractor shall submit to the Institute every month along with his bill, a copy of documents evidencing the disbursement of wages along with a copy of the acknowledgement of wage receipt, acknowledgements of premiums remitted to EPF, ESI, Insurance, and any other document that may be insisted for verifying the veracity of submittals, of the previous month for the Institute's record purpose. In no case, the wage given shall be less than the minimum wage prescribed by the Government from time to time.

Failure to comply with this, the agreement is liable for termination without any notice.

**15. RESPONSIBILITY OF SAFETY & REPORTING ACCIDENT.**

The Contractor shall be responsible for the safety of all employees and/or Workers employed or engaged by him and shall forthwith report all cases of accidents to any of them, however, caused and whenever occurring, to the "Institute" and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

**16. ACCIDENT OR INJURY TO THE EMPLOYEES/ WORKERS OF THE CONTRACTOR.**

The "Institute" shall not be liable for, in respect of any damages to the employees/ workers of the contractor or compensation payable in consequence of any accident or injury or death of the employees/ workers engaged by the contractor.

**17. PRESERVATION OF PEACE:**

The Contractor shall take requisite precautions to prevent any riotous or unlawful behaviour by or amongst his workmen and/or others, for the preservation of peace and protection of the inhabitants and security of property.

**18. TERMINATION OF CONTRACT:**

The Contract can be terminated by giving **two months** prior notice on either side. But the prior notice is not required for termination of the contract if the contractor violates any of the terms and conditions of the agreement.

### **Determination of the contract**

Subject to other provisions contained in this clause, the Institute may, without prejudice to its any other rights or remedy against the contractor in respect of any delay, inferior service, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely, determine the contract in any of the following cases:

- i) If the contractor having been given by the Institute a notice in writing to rectify, improve the quality of service or replace any worker or that the service work is being performed in an inefficient or improper or bad manner - shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding-up order.
- iii) If the contractor has, without reasonable cause, suspended the service work or has failed to proceed with the service work with due diligence so that in the opinion of the Institute (which shall be final and binding) the contractor will be unable to perform the contract properly and continues to do so after a notice in writing of seven days from the Institute.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Institute.
- v) If the contractor fails to start the contract within the time stipulated in the work order.

When the contractor has made himself liable for action under any of the cases aforesaid, the Institute shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the competent authority of the Institute shall be conclusive evidence). Upon such determination or rescission, the Earnest money deposit and Security Deposit shall be forfeited and shall be absolutely at the disposal of the Institute.
- b) To take any legal actions against the contractor.

In the event of the above course (s) being adopted by the Institute, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the contract or the performance of the contract.

### **19. PAYMENT OF BILLS:**

The billing will be on monthly basis.

The Contractor shall submit his bill in duplicate on the 1<sup>st</sup> day of every month, pertaining to the previous month, to the Institute along with the copy of all related documents such as (i) copy of attendance (print out of biometric) of the month concerned duly certified by the Officer-in-charge and wage slip; and other documents as specified under Clause 13. The bill shall be cleared by the



5<sup>th</sup> day of the month as far as possible. However, for any delay in clearing the bill, no interest shall be paid. In case, 1<sup>st</sup> day and 5<sup>th</sup> day of any month happen to be a non-working day, then the next working day will be the day in lieu of the non-working day.

All the payments to the contractor towards his bill are reimbursements by the Institute, except in the case of wages of the current month of the billing. The contractor should pay to his employees/ workers as per the time stipulated in the Labour Laws without waiting for payment from the Institute.

Payment towards employees/ workers shall be made as per the attendance of actual Manpower employees/ workers deployed as certified by the Officer-in-charge.

## **20. BONUS AND LEAVE WAGES TO THE EMPLOYEES/ WORKERS:**

### **Bonus:**

The contractor shall pay the bonus to the employees/ workers engaged under the contract as admissible under the Code on Wages Act and Rules framed thereunder; and as amended from time to time. **The bonus thus paid shall be reimbursed to the contractor on production of documentary proof after getting it verified from the Institute auditors. Any bonus paid, if found to be inadmissible during auditing, shall not be reimbursed.**

## **21. LEAVE BENEFITS:**

### **Leave and leave wages:**

The contractor shall allow his employees/ workers for availing leave that specified in the relevant Labour Rules/ Code on Social Security as applicable to his establishment. If any leave with wage is admissible and had to be paid by the contractor, the leave wage **paid shall be reimbursed to the contractor on production of documentary proof (such as leave letter from the workmen, approval of the leave by the contractor, copy of rule under which the leave with wage was approved, and any other related document that insisted by the Institute) after getting it verified from the Institute auditors. Any leave wage paid, if found to be inadmissible, shall not be reimbursed.**

### **WEEKLY DAY OF REST:**

The contractor shall allow his employee/ worker for a day of rest every week (the rest day) for every six days of work as admissible under relevant Labour Rules. The rest day shall not be treated as a leave day.

## **22. RECOVERY OF STATUTORY PAYMENT LIABILITY:**

In case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Contract Labour (Regulation and Abolition) Central Rules, 1971; Workmen Compensation Act, The Code on Wages Act 2019; Payment of Gratuity Act 1972; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010; related Rules framed under these Acts; other Statutory obligations on the part of the contractor, Institute is obliged or made to pay or happens to pay any amount or wages to workmen employed by the contractor in execution of the work, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Acts, or under the Rules framed by Government from time to time for the protection of health and

sanitary arrangements for employees/ workers employed by the contractor, then the Institute will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred.

Without prejudice to the right of the Institute under sub-section (2) of Section 20, and sub-section (4) of Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Institute to the contractor whether under this contract or otherwise. The Institute shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Institute full security for all costs for which Institute might become liable in contesting such claim.

### **23. LABOUR LICENCE:**

The contractor shall obtain a valid Licence from the Assistant Labour Commissioner (C) under the Contract Labour (Regulation & Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the service work, and continue to have a valid license until the completion of the contract, whenever applicable.

Any failure to fulfil this requirement shall attract the penal provisions of this contract including termination of the contract.

### **24. LIQUIDATED DAMAGES/ COMPENSATION FOR DEFAULT:**

In case of any default by the contractor, theft; damage to the Institute property on account of the negligence of the contractor in performing the obligations under this contract, non-adherence to the instructions, or similar default, then the contractor shall be liable to pay liquidated damages at the rate mentioned below:

**Compensation for default/ LD charges – ` 10,000 (Rupees Ten thousand) per incident + GST as applicable**

The liquidated damages shall be recovered by the Institute out of the amounts, payable to the Contractor or from the Security deposits, if not paid by the contractor. The liquidated damages so collected are not refundable.

### **25. SETTLEMENT OF DISPUTES / ARBITRATION:**

As far as possible, disputes shall be settled mutually.

In case of any dispute or difference (*unsettled mutually*) in relation to this tender or agreement, the same shall be decided by an Arbitrator to be appointed by the Director of NITK under Arbitration and Conciliation Act, 1996 (26 of 1996).

The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall be applicable.

The venue of arbitration shall be at Surathkal/ Mangaluru

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both parties.

All disputes are subject to courts at Mangaluru jurisdiction.

## **26. FORCE MAJEURE**

Any delay in or failure of the performance of either part hereto shall not constitute default here-under or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Contractor shall keep records of the circumstances referred to above and bring these to the notice of the Institute in writing immediately on such occurrences.

## **27. INCREASE IN MINIMUM WAGES DURING THE CONTRACT PERIOD:**

**Applicable only for the employees/ workers directly engaged under the contract:**

If the Government by order increases the Minimum wage and/or the VDA during the currency of the contract period and by virtue of this increase, and if the contractor happens to pay extra wages over and above the rate (minimum wage) quoted by him, then the difference of such incremental wage/ VDA and applicable other statutory payments (without considering other establishment charges of the contractor, other overheads or his profit thereon) shall be reimbursed to the contractor on his application along with supporting documents. However, if the rate (minimum wage) already quoted by him takes care of the incremental wage, then the contractor has to bear the increased wage and the Institute will not reimburse the same.

## **28. JURISDICTION OF COURT:**

The Courts at Mangaluru shall have the exclusive jurisdiction to try any disputes, if any, arising out of this contract between the parties.

**Category of manpower under falling highly-skilled, skilled, semi-skilled and unskilled**

**Category of Manpower:**

<b>Highly skilled</b>			
Engg. Graduate	Engg. Diploma (3 Years)	MSC	MBA
MA	M. TECH	MCA	M. COM
MLIS			
<b>Skilled</b>			
Office Clerk (Graduate)	Assistant at Cash (Graduate)	Library Assistants	Telephone operator
Accounts Clerk (Graduate)	Typist	Computer Operator	Mechanic
Asst. Mechanic	Driver	Fireman	Store clerk
Work Assistant at Lab (ITI)	Electrical Wireman	Mason	Carpenter
Qualified Lab Technician	Qualified Staff Nurse	Supervisor (graduate)	
<b>Semi-skilled</b>			
Office clerk (SSLC/ PUC)	Electrician (Trained)	Diploma (Non-Engg)	Nursing Orderly
Supervisor (Non-graduate)			
<b>Unskilled</b>			
Daffedar	Peon	Lab Helper & Helper	Watchman
Attender	Lab Attender	Electrical Helper	

### Format of Letter of Transmittal cum undertaking

To:

The Registrar,  
NITK, Surathkal,  
Srinivasnagar Post,  
Mangaluru – 575 025.

Sir,

Sub.: Tender for providing Manpower services at NITK, Surathkal.

Having examined and understood the details given in the Notice inviting tender and the tender document for the above service, I/we hereby submit our tender with the following declaration:

1. I/ we hereby declare that all the statements made by me/ us in my/ our bid are true and correct to the best of my/our knowledge and belief.
2. I/ we have herewith furnished all the information and details. I/ we have no further pertinent information to furnish.
3. I/ we declare that before uploading this bid, I/ we have read and fully understood all the terms and conditions, and instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
4. I/ we also agree that the NITK, Surathkal can approach individuals, departments, employees or firms mentioned in our statements or any other firms/ agencies/ departments to verify our competence and general reputation.
5. I/ we agree that the price bid quoted by me/ us is valid for 90 days from the date of submission of the bid for its acceptance. I/ we further agree that I/ we will not make any change in our price bid after its submission or withdraw the same (However, revision of minimum wage shall be considered by the Institute separately under related Clause of the contract).
6. I/ we declare that we have considered all related Acts and Rules framed there-under such as Minimum Wages Act and its amendments; Contract Labour (R&A) – Act and its amendments; and other statutory obligations/provisions such as Code on Wages Act; Code on Social Security/ Workmen Compensation Act, Payment of Gratuity Act 1972 and its amendments; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988 and its amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and its amendments while deriving our price bid. I/ we further declare that I / we abide by the said Acts and Rules.
7. I/ we hereby agree to take group insurance.
8. I/We hereby declare that I/We have visited, inspected, and examined the site and its surroundings and satisfied ourselves before submitting this tender about the nature of the work, facilities that may be required, and obtained necessary information about working conditions, risk contingencies, etc., which may influence our bid.

Yours faithfully,

Date:

Seal & signature of Authorized signatory

**Declaration by the Bidder:**

I/We have read and examined the notice inviting tender, General Rules, and Directions, Conditions of Contract, clauses of the contract, other documents and Rules referred to in the conditions of contract, and all other contents in the tender document before submitting my/our tender in CPP Portal.

I/We hereby tender for the work/ service specified in the notice inviting tender for the National Institute of Technology Karnataka, Surathkal, and agree to undertake the same if awarded within the time specified in the tender document/ letter of intent/ work order.

I/ we declare that the decision of the Institute on the determination of the lowest price bid is final and binding on me/ us.

If I/we, fail to commence the work specified I/we agree that the Institute shall without prejudice to any other right or remedy, shall be at liberty debar us from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach as agreed upon in the Bid Security Declaration uploaded in the CPPP.

Seal and signature of the bidder with date

Address:

**ACCEPTANCE**

The above tender (as modified and provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Governors, National Institute of Technology Karnataka, Surathkal.

The letters referred to below shall form part of this contract agreement: -

- a) Letter of Intent
- b) Work order and all future correspondences
- c) Documents as specified in the tender document.

Registrar  
For & on behalf of NITK, Surathkal

Dated.....

**FORMAT OF AFFIDAVIT**

**[For Sl. No. 10.6 of Eligibility Criteria]**

**[On a stamp paper of Rs. 200 duly sworn before the Public Notary/ Oath Commissioner]**

**Name of work/ service: Providing Manpower services at NITK, Surathkal.**

Affidavit of Mr./Ms. \_\_\_\_\_, S/o/ of Mr. \_\_\_\_\_ aged about \_\_\_\_\_ years, resident of \_\_\_\_\_, working as -----(designation) for ----- (name and address of the bidding agency).

I, the above-named deponent, solemnly affirm and state as under:

1. That I am working as ----- /proprietor of the ----- (name of the firm) and authorized to sign this affidavit.
2. That the firm M/s---- (complete address of the firm) currently has not abandoned or suspended any contract work of any organization/ department as on 08-09-2022.
3. That the firm M/s---- (complete address of the firm) currently has not been blacklisted/ debarred for competing in tenders by any organization/ department as on 08-09-2022.
4. I solemnly verify that the facts stated above are true and nothing material has been concealed.

Seal and Signature of the deponent

Identified by:

Solemnly affirmed and signed before me by the Deponent after the contents of this affidavit were read over to him, and stated by him to be true and correct on this ----- day of ----- 2022, at -----.





**Format for details of establishment for which the Agency had provided similar services during the previous five financial years - To be submitted year-wise in a separate sheet typed neatly, scanned, and uploaded.**

**During the year 2016-17 to 2020-21**

Sl. No.	Name of the Department	Contact person, designation, and phone number	Number of employees/ workers engaged



**FORMAT OF INDEMNITY BOND**

**To be furnished only by the Successful bidder upon intimation**

(TO BE NOTARIZED ON A STAMP PAPER OF APPROPRIATE VALUE)

Name of the work/service: Providing Manpower services at NITK, Surathkal.

KNOW all men by these presents that M/s ----- (name and address of the agency) do hereby execute Indemnity bond in favour of National Institute of Technology Karnataka, Surathkal, Mangaluru – 575 025 on this ----- day of -----

THIS DEED WITNESSETH as follows:

We (Name and address of the contractor) do hereby indemnify and save harmless NITK, Surathkal, Mangaluru – 575 025 from:

1. Any third-party claims, civil or criminal complaints/ liabilities/ site mishaps and other accidents or disputes; and/ or damages occurring or arising out of any mishap due to my/ our negligence in performing the contract for providing Manpower services at NITK, Surathkal;
2. Any damages, loss, or expenses due to or resulting from any negligence or breach of duty on the part of me/ us or my employees;
3. Any claims by employees/ workers of mine/ ours under the Workman Compensation Act or Employees Liability Act or Code on Wages Act or any other Act/ Law/ Rules and regulations in force from time to time under any Law in respect of injuries to persons or property arising out of in the course of execution of the contract and/ or arising out of in the course of employment of any workman/ employee;
4. Any act or omission of mine/ ours which involves any loss or damages or liability or civil or criminal action.

IN WITNESSETH WHEREOF the above named has set his signature on this day-----

Signed and delivered by the aforesaid in the presence of witnesses:

- 1.
- 2.

**FORMAT OF LETTER OF INTENT**

**No. 1010/NITK-MANPOWER-Estt./2022/B2**

**Date:**

To:

(Name address of the agency)

Sir,

Sub.: Providing Manpower services at NITK, Surathkal – Letter of Intent – Reg.

Ref.: 1. Notice inviting tender No. -----  
2. Your e-tender dated -----

This is to inform you that, subject to the terms and conditions of Notice inviting tender No. -----  
---and the tender document, your tender under reference (2) above is accepted as follows:

Details of accepted price bid
-------------------------------

You are requested to submit a security deposit of ` ----- by means of RTGS/ crossed Demand Draft/ Bank guarantee bond (in the format enclosed, the validity of BG bond should not be less than 30 months) of any scheduled bank drawn in favour of the Director, NITK, Surathkal, payable at Surathkal/ Mangalore within three days from the date of issue of this letter.

You are also requested to attend this office within three days from the date of issue of this letter along with a non-judicial stamp paper/ document paper of ` 200 for executing an agreement. You are further requested to submit a self-attested copy of documents uploaded to CPPP and the original affidavit.

Subject to the fulfilment of the terms and conditions of the tender/ contract documents, the contract shall be for three years starting from ----- . Hence you are requested to take all needful action to deploy the employees/ workers from -----.

Yours sincerely,

Registrar  
NITK, Surathkal.

Copy to:

## FORMAT OF AGREEMENT

### AGREEMENT FOR PROVIDING MANPOWER SERVICES AT NITK, SURATHKAL

THIS AGREEMENT is made on the ----day----- by and between the National Institute of Technology Karnataka, Surathkal, an autonomous Institute of the Government of India imparting technical & science education, represented by its Registrar, hereinafter called the "Institute" of the ONE PART (The expression "Institute" shall include his successors, assigns or transferees)

And

(Name and address of the agency) represented by -----, hereinafter called the contractor/ service provider which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives of the OTHER PART.

WHEREAS the Institute has called tenders for providing Manpower services at the Institute campus vide Notice Inviting Tender No. ----- dated -----

WHEREAS among several other bidders, M/s ----- have also submitted their offer in response to the said notification. Among several agencies who have offered their bid, the Institute found the tender offered by -----(Name of the agency) is acceptable and hence offered to grant the contract of providing Manpower services to them vide Letter of Intent No.----- -- dated-----.

Whereas M/s ----- (Name of the agency) has accepted the award of the contract. Hence this agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the tender document.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, namely
  - (i) Notice inviting Tender No. -----dated ----2022.
  - (ii) Tender document containing --- pages.
  - (iii) Documents submitted by the contractor along with his tender (containing – pages)
  - (iv) Letter of Intent No. -----
  - (v) Work order
  - (vi) All future correspondences between the parties
3. In consideration of the payments to be made by the Institute, the contractor hereby covenants with the Institute and executes the Manpower services with effect from ----- as per the provisions of the contract.
4. That the Contractor hereby agrees to adhere to all related statutory requirements/ related Acts & Rules and statutory provisions in employing personnel required in providing Manpower services.

5. That the Contractor hereby agrees to deploy employees/ workers as per the directions of the Institute during the contract period.
6. The Institute hereby covenants to pay the contractor in consideration of the services rendered by the contractor, the amount specified in the tender document/ price bid as accepted in the letter of intent.

IN WITNESS WHEREOF the parties hereto have signed the agreement on the date and year first above mentioned.

Contractor

Institute

Witness: 1.

2.

**FORMAT OF WORK ORDER**

**No.**

**Date:**

To:

(Name and address of the agency)

Sir,

Sub.: Providing Manpower services at NITK, Surathkal – Work order – Reg.

Ref.: 1. This office letter of Intent No. ----- dated -----.  
2. Agreement dated -----

The agreement dated ----- for Providing Manpower services is accepted. A copy of the agreement is enclosed. You are requested to contact the ----- of this Institute for further instructions.

Subject to satisfactory performance and subject to terms and conditions of the agreement, the contract is for three years starting from -----.

The payment payable under this contract is as follows:

Details of accepted price bid
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You are requested to obtain Labour Licence from the Labour Commissioner (C) as per Contract Labour (Regulation and Abolition) Act 1970 and the Central Rules framed there-under, and submit a copy of the same to this office for record purpose. Form No. 3 required in this connection are enclosed herewith.

You are further requested to submit an Indemnity bond as per the terms of the agreement (format enclosed).

Yours sincerely,

Encl: As above

Registrar  
NITK, Surathkal

Copy with a copy of the agreement to:

**PRICE BID**  
**PRICE BID FORMAT – Rate to be quoted in CPP Portal only**

Sl. No.	Category of Manpower	Estimated quantity per day	Unit of measurement	Rate per manpower per day (without GST) to be entered by the Bidder [Should not be less than the Min Wage]	VDA	Total wage including VDA	EPF contribution of the Employer	ESI Contribution of the Employer	Bidder's profit and overhead in Rupees per worker per day	The total amount per day (without GST)
							gx13 %	gx3.25%		
<b>a</b>	<b>b</b>	<b>c</b>	<b>d</b>	<b>e</b>	<b>f</b>	<b>g=e+f</b>	<b>h</b>	<b>i</b>	<b>j</b>	<b>k=g+h+i+j</b>
1.	Highly-Skilled	58	Per Day							
2.	Skilled	109	Per Day							
3.	Semi-Skilled	94	Per Day							
4.	Un-Skilled	10	Per Day							

**While quoting the price bid, please refer to the price bid evaluation criteria as specified in Para 42 - General Instructions to the bidder (Page No.27).**

**Note:**

1. **The Gratuity payment, as applicable under 'The Code on Social Security, shall be included in the Price Bid offer itself under the component "Bidder's Profit and Overheads. The Institute will not pay any extra on account of the liability of the contractor on payment of gratuity to his employees.**
2. **Reimbursement of EPF Contribution and ESI Contribution of Employer (NITK-Surathkal) is payable on the maximum wage limit as stipulated by the EPF and ESI Authorities, from time to time.**
3. **Rate to be quoted per worker per day basis.**
4. **Basic wage and VDA should not be less than the Minimum Wage for Central Sphere. NITK, Surathkal is within Mangaluru City Corporation limits, under 'B' category of City as per CLC, Govt. of India notification.**
5. **GST is extra as applicable**

Seal & Signature of the bidder



