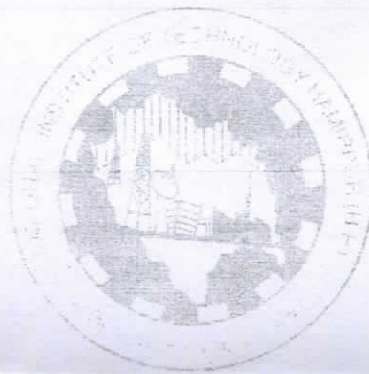


e-Tender Document through GeM
for
Outsourcing of Un-skilled/Semi-skilled/Skilled/Highly Skilled
Manpower Service
at
National Institute of Technology Hamirpur



e-Tender Notice No. ADMN-OMTS: 12/2021
Date of Release of e-Tender: 15.12.2021
Pre-Bid Meeting/Responses of the queries by Prospective Bidders: 22.12.2021
Last Date of receipt of e-Tender Bids: 29.12.2021

Registrar
National Institute of Technology
Hamirpur (HP) -177005

National Institute of Technology Hamirpur
<https://nith.ac.in/>

BID TERMS REGARDING TENDER

National Institute of Technology Hamirpur intends to hire the services of agency for providing Outsourced Multi-tasking Staff (Unskilled/Semi Skilled/Skilled/Highly Skilled) initially for One Year which may further be renewed based on performance upto Maximum of Three Years. The selected bidder will be responsible to provide the requisite manpower as per the details below.

Total Number of Manpower Required	Skill Type	Desired Qualification and Experience
257 (Approx.) (10% Variation may occur)	Unskilled Semi-Skilled Skilled Highly Skilled	As Mentioned under Clause 4

Bids are invited through GeM for Annual Contract of hiring the services of multi-Tasking Staff from Well-established and Professional agencies/ Labor Contractors by **29.12.2021**.

The required Service Description/Job Specifications, Skill Type, Nature/Scope of Work, Eligibility Criteria, Terms and Conditions are the part of Bid Document.

Sd/
Registrar, NITH

NATIONAL INSTITUTE OF TECHNOLOGY, HAMIRPUR (H.P) 177005

National Institute of Technology, Hamirpur invites highly reputed, well established & Professional Outsourcing agency registered with appropriate authority capable of providing outsourcing Staff in the category of unskilled/semi-skilled/skilled and highly skilled for approximate manpower strength of 257 (may increase or decrease) in these categories.

1. ELIGIBILITY CRITERIA AND OTHER CONDITIONS

- I. The Agency should be approved / recognized/ registered by Govt. of India/ State Govt. for providing outsourced multitasking services and must be registered.
- II. The Agency must comply and fulfil all statutory requirements such as registration with EPFO, PAN/ GST/ TAN, P.Tax etc. and submit the proof of same along with the bid.
- III. The Agency will have to produce Contract Labour License as per Labour Act from the Labour Department after being awarded the contract within 02 months.
- IV. The bidder should not have been blacklisted by Govt. Department or any other organization and bidder should not have any litigation in any of the Labour Court(s). An affidavit to this effect on non-Judicial stamp paper of Rs. 100/- (Rupees One hundred only) duly notarized be enclosed with the Technical Bid.
- V. The agency shall compulsorily provide a proof of recent experience (for last 3 Years) of deploying at least 200 or more persons as Multi-Tasking Staff in various categories in centrally/state funded Institutes/Universities.
- VI. Assessment of average **turnover** for the preceding three financial year 2018-19, 2019-20, 2020-21, on the basis of audited balance sheets and certificates of ITRs, should be attached.
- VII. Agency must provide the detail of total Staff on Rolls for Multi-Tasking services of Central/State Govt. Institutes/Organizations specially handling student related activities in Education Institutes as on Tender Publication date (Attach latest working experience of providing Multi-Tasking Manpower from the employer).
- VIII. The firm should have a minimum three years of experience of providing the multitasking staff services to any Government organization. Satisfactory service certificate from existing/past employers for the same should be enclosed with the technical bid.
- IX. The Contractors should satisfy themselves before submission of the Rates/Quotations to this office that they meet the qualifying criteria and capability as laid down in the Tender Document.
- X. All the rates must be written both in figures and in words.
- XI. The Contractors must comply with the Rates/Quotations, specification and all terms and conditions of agreement of contract. No deviation in the Terms & Conditions of the Contract shall be entertained unless specifically mentioned by the contractor in the Rates/Quotations and accepted by this office.
- XII. In case of any default by the Contractor in any of the terms & conditions (whether General or Special), this office may, without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or part, by giving 15 days' notice in writing to the Contractor. However, the competent authority reserves the right to continue the contract till further arrangement are made available.
- XIII. Insurance Cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948, shall be taken by the contractor. The contractor shall arrange necessary insurance cover for any person deployed by him even for short duration. This office shall not entertain any claim arising out of mishap, if any, that may take place.
- XIV. Contractor shall in no case lease/transfer/sublet/appoint care taker for services.
- XV. Contractor shall be directly responsible for any/all disputes arising between him and his

personnel and keep the institute indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.

- XVI. Contractor shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. The institute shall have no liability whatsoever in this regard and the Contractor shall indemnify this office against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
- XVII. It is made clear that the engagement of the service provider does not in any way confer any right to the service provider or the persons that may be deployed by him in the institute for claiming any regular or part time employment in this office or any other Govt. Office.
- XVIII. The agency will provide uniforms (Wherever applicable) & I/Cards to the manpower deployed.
- XIX. The agency will provide a list of manpower along with their individual EPF/ESI no. etc. In case of leave of any staff member the contractor will provide substitute in place of that person.
- XX. Bills chargeable to the institute shall be paid after every month of services rendered, if found in order. In case of any complaint or non-fulfillment of any obligation under the contract, the Institute reserves the right to deduct the payment due from the contractor from monthly bill(s) @0.25% [for delay in disbursement of wages upto 07 days], @0.5% [for delay in disbursement of wages more than 07 days and upto 14 days], beyond 14 days a penalty @5% will be imposed. Further in case the agency fails to complete its contract the Institute shall have the liberty to deduct the pending dues (if any) from the performance bank guarantee deposited by the Agency.
- XXI. The Agency will have to make payment to the manpower provided within 7 days from the end of the month irrespective of the pending payment from this office.
- XXII. The successful contractor will furnish an agreement separately on judicial paper of Rs. 100/- which shall be binding for a period of the One Year. In addition to above, outsourcing agency will furnish affidavit duly attested by notary specifically mentioning that no persons having criminal background have been deployed in this institute.
- XXIII. **Earnest Money Deposit (EMD)**/Auto generated EMD amount on GEM of estimated bid value needs to be deposited, (Proof) in the form of DD/RTGS in favour of Director, NIT Hamirpur (HP) should reach the office of Director on or before the closing date of tender to become eligible for the tender process to the Institute account detailed below, however EMD exemption will be applicable to MSE/MSME/Startup Companies:
- | | |
|-----------------------|--------------------------------|
| 1. Account Number | 2. 11159548375 |
| 3. Name of the Holder | 4. Director, NIT Hamirpur (HP) |
| 5. Account Type | 6. Saving Account |
| 7. IFS Code | 8. SBIN0010367 |
| 9. Address | 10. SBI NIT Hamirpur (HP) |
- XXIV. Agency should neither be blacklisted nor any police complaint/case (in any court) be pending/contemplated against the Agency (An affidavit on a non-judicial stamp of INR 100 to this effect is required to be submitted).
- XXV. The Commercial Bids of only technically qualified Bidders will be opened at a date announced by the Institute at the time of opening of the Technical Bids. The Bidders who have been declared eligible after evaluation of the technical bids or their authorized representatives may be present if they so desire.
- XXVI. Service/Administrative charges shall be admissible only on minimum wages of 257 Outsourced Staff (in different categories) is required to be quoted as a whole amount

in percentage form (%) by considering the present total minimum wages of 257 outsourced personnel. However, the number of persons may increase or decrease. The vendor may refer Table 1 for details. Service/Administrative charges may be quoted by taking into consideration of various components like charges for Stationery, Pay bill generation and correspondence/deposition for EPF & ESI, correspondence for maintenance of attendance etc., Maintenance of Register & correspondence for Labour commissions as per Contract Labour (Regulation and Abolition) Act, 1970, telephone charges, Electricity charges, uniform (Wherever applicable) and other overhead expenses and taxes. In addition, the Company has to appoint a Site In-charge at its own expenses.

- XXVII. The wages and other dues specified above are as per Ministry of labour and subject to change as per statutory requirement of relevant act/ law applicable from time to time. VDA shall be applicable as per Govt. of India, Ministry of Labour rate (s) from time to time.
- XXVIII. The prospective bidders shall submit the hard copy of uploaded technical bid document along with supporting documents.
- XXIX. The Turnover (Clause VI), EMD (Clause XXIII) or any other condition which would be appearing on GEM portal while initiating the bid shall be applicable and will be the part of final tender document.

2. Signing of Contract Agreement

The successful Bidder shall be required to execute the Contract Agreement of taking over/ executing the contract within two weeks of issue of the letter of Acceptance of Bid, at site along with Performance Bank Guarantee amounting Rs 50.00 Lakhs only, accepting all terms and conditions of tender document stipulated therein on a non-judicial stamp paper worth Rs. 100/- (Rupees One Hundred only). In the event of failure on the part of the successful Bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

3. Right of Institute to accept or reject the Bids:

The Institute reserves the right to accept/reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected. Further, the Institute also reserves the right to rectify any discrepancy of this advertisement, if found later on. In case of any inadvertent mistake in the process which may be detected at any stage even after the issue of work order, the Institute reserves the right to modify/withdraw/cancel any communication made to the bidder.

4. Scope of Work:

- I. The Agency Shall provide the outsourcing staff in different categories vis-à-vis (As specified in Table 1) : Highly Skilled, Skilled, Semi-Skilled and Unskilled as per the requirement and satisfaction of the Institute.
- II. The manpower employed by the service provider shall be required to work as per norms and as per requirement of different departments/ sections/Branches of the Institute. The manpower may also be called upon to perform duties on Sunday and other gazetted holidays, if required, by providing compensatory off. No extra wages will be paid for attending the office on such holidays. Weekly holiday is to be provided by the Contractor as per Contract Labour Act, 1970 and Rules 1971.

- III. The detailed qualification and experience for the staff to be hired will be as per requirement and Institute Policy.

Required Service Description/ Job Specification

1. Multi-tasking in the categories of (Unskilled/Semi-Skilled/Skilled and Highly Skilled) works in office or any other work to be assigned by the officers, which would broadly include:

S.No.	Skill Type	Nature of Work
1.	<p>Highly Skilled (57*): Junior Engineer, Technician, HDM, Pharmacist, GNM/Staff Nurse, Sr. Clerk, MMCA</p> <p>Education Qualification/Experience: (A) Diploma or higher in appropriate discipline – for JE, Technician, HDM, Pharmacist, Staff Nurse. & Should have Experience of at least 3 Years working in CFTIs on contract or outsourced basis (B) Graduation with desirable knowledge of Computer Based Office Tools – For Sr. Clerk and MMCA. & Should have an appropriate experience of at least 5 Years working in CFTIs on contract or outsourced basis</p> <p style="text-align: center;">OR (For A & B) 10+2 with appropriate experience of at least 10 Years working in CFTIs on contract or outsourced basis</p>	<ul style="list-style-type: none"> • Supervision of repair & maintenance work of buildings (civil/electrical). • Preparation and Analysis of rates, Preparation of estimates for works need to be carried out. • Maintaining of various laboratories in the department and to keep the equipment's/machinery up to date. • Maintain the records of sections/Labs/Drawing Branch/Health Centre etc. • Any other Misc. work assigned by the Functionaries/Section Head etc.
2.	<p>Skilled (80*): Clerk, Technical Assistant, Library Assistant, Driver, Electrician, Carpenter, Plumber, Mason, Black Smith, Pump Operator cum Fitter, Surveyor, Supervisor.</p> <p>Education Qualification/Experience: (A) Graduation with desirable knowledge of Computer Based Office Tools – For Clerk (B) Certificate Course/ITI or higher in appropriate Discipline – For Technical Assistant, Library Assistant, Driver, Electrician,</p>	<ul style="list-style-type: none"> • Physical maintenance of records of the section. • Maintenance of office equipment/fixtures and fittings and provide necessary assistance for running of such equipment. • Driving of vehicles, if in possession of valid driving license. • Assisting in routine office work like diary, dispatch etc including working on computer. • Any other Misc. work assigned by the Functionaries/Section Head etc.

	<p>Carpenter, Plumber, Mason, Black Smith, Pump Operator cum fitter, Surveyor, Supervisor.</p> <p>&</p> <p>Should have Experience of at least 3 Years working in CFTIs on contract or outsourced basis.</p> <p>OR</p> <p>Should have appropriate experience of at least 5 Years working in CFTIs on contract or outsourced basis – For Driver, Electrician, Carpenter, Plumber, Pump Operator or fitter, Mason, Black Smith, Supervisor.</p>	
3.	<p>Semi-Skilled(25*): MTS , Attendants , Mali, Cook(Guest House)</p> <p>Education Qualification/Experience:</p> <p>(A) Matriculate or Higher Should be able to write and read both Hindi and English. – For MTS, Attendants</p> <p>&</p> <p>Should have appropriate experience of working at least 5 Years in CFTIs on contract or outsourced basis.</p> <p>(B) Mali, Cook (Guest House) etc. - Should have appropriate experience of working at least 2 Years in CFTIs on contract or outsourced basis.</p>	<ul style="list-style-type: none"> • Carrying of files and other papers within the building office. • Delivering of Dak (outside the building). • Stitching and binding of records/files/registers of the section. • Photocopying, sending of fax etc. • Other non-clerical work in the sections. • Up-keeping of parks, lawns, potted plants etc. • Cooking (in Guest house) • Any other Misc. work assigned by the Functionaries/Section Head etc.
4.	<p>Unskilled(95*): Peon, Chowkidar, Cleaner, Beldar, Gardener, Mess and Kitchen Helper, Helper Guest House, Helper Hostels.</p> <p>Experience: Should have appropriate experience of working at least 3 Years in CFTIs on contract or outsourced basis.</p>	<ul style="list-style-type: none"> • General cleanliness and upkeep of the section. • Dusting of all furniture with damp & dry duster. • Opening and closing of rooms • Any other Misc. work assigned by the Functionaries/Section Head etc.

*The Number mentioned with the Skill Type is only tentative, it may actually be as per requirement from various sections and departments.

* The variation up to 10% (overall or category wise) is permissible.

* Preference will be given to highly experienced personnel.

IV. Maximum Age Limit for deployment is 57 years. However, the services of the experienced/qualified person can be considered up to age of 58 years on the recommendation of the committee constituted by Director NIT Hamirpur in a phased manner (Two phase each of 06 months). In no case a person above the age of 58 years will be allowed /considered on roll of the firm.

In case of requirement of specific nature, retired personnel from Govt. Services, can be hired by the firm up to maximum age of 62 years only after seeking approval of Director, NIT Hamirpur (This provision is exclusively for technical staff).

V. Timing for clerical/technical persons to be deployed in Department /Sections/ Centre (Labs) will be 8:30 AM to 5:30 PM (Monday to Friday).

- VI. The employees of the Agency shall be of Good Character and sound health.
- VII. The agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency is found misbehaving with the supervisory staff or any other faculty /staff/student of the Institute, the services of such employee(s) shall be replaced on the recommendations of the Authorized Officer or FI (OMTS) or any other Officer designated by the Director, NIT, Hamirpur (HP) with immediate effect. The Agency shall issue necessary instructions to its employees to act upon the instructions given by such designated officer(s) of the Institute.
- VIII. On having works awarded, the Agency shall provide and submit the details of the staff, proposed to be deployed viz. (their name, fathers name, DOB, residential address, Aadhar Card Number, telephone number, recent passport size photograph, copy of education certificate in the form of a data base in both hard & soft form and also provide a character certificate of all clearance certificate.
- IX. In the event of revision of rates in wages by the Central Government at any time, the same rates will accordingly be revised; however, this would not in any way alter the initially calculated service charges from the percentage value quoted. The 'Onus' for producing the copy of notification of Government of India, will be on the Agency.
- X. Agency shall abide by all laws of the land including, Labour Laws, ESI, EPF, Income Tax, Professional Tax, GST or any other Taxes levied by the Government, Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that are required in such cases and which are not enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Agency, and it shall not involve the Institute in any way what-so-ever. **Agency should quote the service charges considering all these and other such points specified earlier accordingly.**
- XI. The Agency shall in no case pay its employees less than the minimum mandatory wages rates as specified by Government of India per month plus allowances. The payment should be made only by e-payment or e-transfer and a record of that should be kept in a register which may be examined by the Institute at any time. In case the Agency fails to make timely payments to its employees, or any employee of the Agency reports to the Institute regarding non-payment of dues, the Institute on being satisfied of the complaint shall pay the employees of the Agency directly and suitable deductions shall be made from the amount to be paid to the Agency or from the Performance Bank Guarantee. In case of EPF, the Agency shall produce original challans/receipts Bank ECR/TRAN along with the scroll of the employees, whose EPF stands deposited by the Agency with address of EPFO office to the Registrar of the Institute for verification & reimbursement.
- XII. The agency shall pay the TA/DA (as admissible) to its employees who performs outstation duties or travel out of station on some official assignment.

5. Payment of Contractor's Bill:

The payment of wages for the month shall be released by the contractor latest by 7th of every month and thereafter, the monthly bill shall be submitted to the Management of the Institute by 15th of every month. 100% of the total invoice value or admissible amount will be released by the Institute before 5th day of following month provided the invoice/bill is accompanied by the proof of the following: -

- (a) Certified (Individual sign) Attendance Sheet of month for which payment is claimed, which shall be duly verified by reporting officer/section.
- (b) Wages statement & EPF deposit (ECR bank challan/remittances) statement showing individuals deductions under different mandatory heads for the month of the amount contributed by the Institute as per "EPF & MP Act 1952" with name of EPFO office.

- (c) Certified copy of the bank scroll showing disbursement of wages in individual accounts.
- (d) Challans for depositing Employees Provident Fund contributed by the Institute etc. of the previous month as per EPF- & M P Act -1952 or various heads.
- (e) GST deposit Challan copy.

6. JURISDICTION:

The contract shall be governed by and construed according to the law in force in India. Only the Courts at Hamirpur (HP) will have the jurisdiction to hear and decide the actions and proceedings arising out of the contract.

7. GENERAL RULES:

Smoking and consumption of alcohol & drugs within the entire area of the Institute is strictly prohibited. Violators of this rule shall be prosecuted as per law and the contractor must remove such offenders immediately.

8. LAST PAYMENT:

The last payment of the Agency will be cleared only after ascertaining clearance of all liabilities pending with the Institute.