

MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD



## OPEN TENDER (TWO BID SYSTEM)

For

PROVIDING HUMAN RESOURCE FOR MISCELLANEOUS WORKS SUCH AS OFFICE, LAB  
SUPPORT, GARDENING & CLEANING WORKS EXCEPT SECURITY IN MNNIT ALLAHABAD  
ON OUTSOURCING BASIS



English ug: jkVt, iK kxch l lFku bylgkcn

प्रयागराज-211004 (भारत)

MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD

PRAYAGRAJ-211004 (INDIA)

## OPEN TENDER (TWO BID SYSTEM)

for

Providing Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services in MNNIT Allahabad on outsourcing basis

Tender Reference No.	OT-03/1028/MNNIT/Human Resource/2019-20
Nature of Bidding:	Two Stage Bidding: 1st Part- Techno-Commercial Bid 2nd Part- Price Bid
Bid to be submitted	Online at CPPP viz <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>
Date of Issue/Publishing	30/12/2019 (1800 Hrs.)
Last Date & Time for submission of Bid	21/01/2020 (1530 Hrs.)
Date of Pre-Bid Conference	07/01/2020 (1200 Hrs.)
Venue of Pre-Bid Conference	Room No. 203 Conference Hall (Purchase Office) MNNIT
Date & Time of opening of Technical Bid	22/01/2020 (1530 Hrs.)
Venue of Opening of Technical Bid:	Room No. 203 Conference Hall (Purchase Office), MNNIT Allahabad
Date & Time of opening of Financial Bid	To be informed later.
EMD Amount (In Rs.)	₹20,00,000.00 (Rupees Twenty Lakhs only)
Address for Communication	Assistant Registrar (Purchase) Motilal Nehru National Institute of Technology Allahabad, Teliarganj, Prayagraj-211004
Contact No.	0532-2271057, 2271030
E-Mail Address :	<a href="mailto:purchase@mnnit.ac.in">purchase@mnnit.ac.in</a>
EMD (Earnest Money Deposit)	₹ 20,00,000.00 (Rupees Twenty Lakhs only) (To be paid through NEFT/RTGS. The Bank details of MNNIT Allahabad is as under: Name of the Bank Account: MNNIT Allahabad Account No.: 718401012000062 Name of Bank: Vijaya Bank IFSC Code: VIJB0007184 (Note: Transaction Receipt to be uploaded)



## General Instructions

- (1) No request for extension of the due date of Bid submission will be considered.
- (2) In the event of any date indicated on the cover page is declared as holiday, the next working day at Institute shall be considered as the due date for opening of Bids.
- (3) Corrigendum, if issued any for the Bid, shall form part of the Bid Document.
- (4) Corrigendum, if any will be posted on Institute website [www.mnnit.ac.in](http://www.mnnit.ac.in) and CPPP Portal i.e. [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). Bidders are requested to visit the aforesaid websites regularly and note the corrigendum/amendments/addendum to the Bid without fail and submit the offer accordingly.
- (5) MNNIT Allahabad will not be responsible for ignorance of the corrigendum/addendum, if any.
- (6) No interim query will be entertained after the last date of bid submission.
- (7) Late/delayed bid will not be considered.

**Instructions for Online Bid Submission**  
**(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)**

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, prepare 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 enroll 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 Enrolment**” 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 address 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 are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option 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 / e-mail 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. Bidder 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 document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" 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 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 My Documents space, this does not automatically ensure these Documents being part of 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 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, 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. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. 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.
10. 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.
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.

BLANK



## Contents of Bidding Documents

- (i) The bidding document, apart from the invitation for bids have been divided into **EIGHT** sections as under:

**Section-A** : Brief Description of Work

**Section-B** : Information and Instructions to the bidders

**Section-C** : Eligibility Criteria (Technical Bid) and various formats required for submission of Technical Bid.

(a) **Form-I** Details about the organisation of the company

(b) **Form-II** Details of contracts completed with 250 Human Resource personnel per day for a single campus

(c) **Form-III** Financial information

(d) **Form-IV** Details of all contracts completed during the last three years having annual value 2.0 crores and above

(e) **Form-V** Affidavit regarding blacklisting/ non-blacklisting from taking part in Govt. tender

**Section-D** : Financial Bid

**Form-VI** : Statement of details of expenditure for justification of Service Charges

**Section-E** : Letter of Transmittal

**Section-F** : Evaluation of Bids

**Section-G** : Terms & Conditions for Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services.

**Section-H** : Draft of Agreement to be executed with the Institute

The Bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information required in the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder/Tenderer's risk and may result in rejection of its bid.

BLANK

**BRIEF DESCRIPTION OF WORK**

The campus of MNNIT Allahabad is a sprawling estate built over a land of approximately 220 acre located strategically at Teliernanj locality of Prayagraj city on Prayagraj-Lucknow State Highway. It is situated at an approximate distance of 8 Km. from Allahabad Junction Railway Station.

**SCOPE OF SERVICE**

In brief the job function is to supply qualified and suitable Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services for day to day work in MNNIT Allahabad. The persons to be provided should be acceptable and meet the requirements as approved by the Institute. Only such persons as are approved by the Institute will be provided by the Agency. The different categories of requirement of Human resource is as under:

Highly Skilled	Skilled	Semi-Skilled	Unskilled	Any other personnel as per specific requirement of the Institute.
----------------	---------	--------------	-----------	---

**Note:** The Institute may ask for any method of recruitment for the Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services to be facilitated by the successful Bidder on mutual consent.

**DEPLOYMENT OF WORKERS, SUPERVISION OF WORK, AND PERFORMANCE:**

1. Duty hours will be of 08 Hrs. duration with half an hour recess from 1:30 pm to 2:00 p.m. and wherever required staggered duty/shift duty/night duty for 8 hours shift will be adopted. The service of the workers may be required on all days in a month irrespective of holidays and they should be prepared to work in shifts as may be required.
2. The Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services deployed by the service provider may be allowed only one weekly rest irrespective of number of the holidays observed by the Institute.
3. The Service Provider has to ensure proper attendance and proper weekly off of the Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services deployed. The Service Provider shall be fully responsible for providing weekly off, National holidays etc., to the Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services deployed.
4. The services of Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services for miscellaneous works such as office, lab support, gardening & cleaning works except security Services of the Service Provider should be made available on five-day week basis.
5. The Service Provider shall provide replacement of personnel, in case of absenteeism, casual/sick leave, etc., so as to ensure full staff at all time. In case of absence/leave by any particular person, the Service Provider shall make alternate arrangement immediately failing which a penalty which may extend up to wages at double the rates may be deducted per day per person of absence.
6. **Age:** The Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services engaged by the Service Provider should be above 18 years of age on the day of deployment.
7. The Service Provider will be required to depute one of its representative as may be needed to supervise and guide the workers for proper execution of the work as per directions of the Officer-in-charge nominated by Institute to administer the contract.
8. The Service Provider's Supervisor shall maintain Daily Attendance Registers to keep record of personnel on duty.
9. If in the opinion of the MNNIT Allahabad authorities, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced immediately. In case of any complaint or any unusual behavior of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute.
10. The representative of the Service Provider shall be responsible to coordinate, daily attendance, grant of weekly off, discipline, manage work, interaction with office-in-charge for the day to day work.

BLANK

## INFORMATION AND INSTRUCTIONS TO THE BIDDERS

### 1.0 GENERAL:

- 1.1 Form from I to VII are attached.
- 1.2 All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such case. If any particulars/ query is not applicable in the case of the Bidder, it should be stated as not applicable. However the Bidders are cautioned that not giving complete information called for in the bid forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information, may result in the Bidder being summarily disqualified.
- 1.3 The bid should preferably be **typewritten**. The bidder's name and signature with date should appear on each page of the bid as a token of acceptance of the terms & conditions of the Bid.
- 1.4 Overwriting should be avoided. Neatly crossing out, initialing, dating and rewriting should be there for any correction, if necessary. All pages of the OPEN TENDER (TWO BID SYSTEM) shall be numbered and submitted as a package with signed letter of transmittal.
- 1.5 An Authorized Officer of the Bidder should sign references, information and certificates from the respective Bidders certifying suitability, know-how and capability of the Bidder.
- 1.6 The Bidder is advised to attach any additional information, which he/she thinks is necessary to establish that the Bidder is capable in all respects to successfully complete the envisaged work. He/She is however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the Institute calls for it.
- 1.7 The bids in prescribed form duly completed and signed shall be uploaded on the e-procurement portal i.e. [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app).

**No physical bid shall be sent to the Institute.**

- 1.8 Bidders may seek clarification regarding the scope of work and/or the requirements for OPEN TENDER (TWO BID SYSTEM), in writing, within a reasonable time. Any clarification given by the Institute will be uploaded on the website of the Institute.
- 1.9 All the pages of the Bid must bear the signature of the bidder with date & seal. No Sub-contracting is permissible.

### 2.0 DEFINITIONS:

In this document the following words and expressions have the meaning hereby assigned to them:

- 2.1 **EMPLOYER** shall mean "*Director, MNNIT Allahabad*" acting through the **Registrar** of the Institute.
- 2.2. **BIDDER** shall mean, a legally valid identity i.e. a proprietary/partnership Firm/Limited Company/Society Legally constituted or registered under the relevant act.
- 2.3. **INSTITUTE** shall mean **MNNIT Allahabad**
- 2.4. **HUMAN RESOURCE** means miscellaneous works such as office, lab support, gardening & cleaning works except security Services

### 3.0 SUBMISSION & EVALUATION OF BIDS:

- 3.1 Bid shall be signed with his full typewritten name and current address. All pages of the bid document as well as enclosures must bear the name & signature of the bidder.
- 3.2 If a proprietary firm submits the bid it shall be signed with his full typewritten name and the full name of his firm with its current address.

- 3.3 If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney for the firm. In such a case a certified copy of the power of attorney shall accompany the bid. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the bid.
- 3.4 If a limited company or a corporation submits the bid, a duly authorized person holding power of attorney for signing the bid shall sign it. In such a case a certified copy of the power of attorney shall accompany the bid. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the bid is submitted.
- 3.5 The Bidder shall submit his/her Technical Bid in the format as per **Forms I to V** mentioned in **Section-C**. Financial bid to be submitted in the format as per **Section-D & Form-VI** and letter of Transmittal in the format as per **Section-D and Section-E** respectively.
- 3.6 Technical Bid and Financial bid of all the bidders shall be evaluated as per the Evaluation Criteria mentioned in **Section-F**.
- 4.0 Final Decision Making Authority**
- The Institute reserves the right to accept or reject any bid and to annul the bid process and reject all bids at any time, without thereby incurring any liability to the affected Bidders or specifying the grounds for the Institute's action.
- 5.0 Particulars Provisional**
- The particulars of the work given in **Section-A** are provisional and must be considered only as advance information to assist the Bidder.
- 6.0 Campus visit:**
- 6.1 The Bidder is advised to visit and examine the campus and its surroundings and obtain for itself on its own responsibility, all information that may be necessary for preparing the bid and subsequently the financial bid. The cost of visiting the Campus shall be borne by Bidder.
- 7.0 Clarification:**
- The Institute reserves the right to seek/not seek any clarification only in respect of the information/documents submitted with the bid.

**ELIGIBILITY CRITERIA (TECHNICAL BID)**

**1.0 Eligibility Criteria (Technical Bid):**

- 1.1 The Bidder must be a legally valid entity i.e. a proprietary/partnership Firm/Limited Company/Society Legally constituted or registered under the relevant act **[To be filled in Form-I]**.
- 1.2 Bidder must be registered under EPFO, ESIC, GST and Income Tax **[To be filled in Form-I]**.
- 1.3 Bidder must have minimum Five years experience in contractual Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services business **[To be filled in Form-I]**.
- 1.4 Bidder must have provided minimum 300 Personnel per day for a single campus exclusively in the same area i.e. Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services (Work Order to be enclosed) **[To be filled in Form-II]**.
- 1.5 Bidder must have average minimum annual turnover of not less than **Rs. 10 crore** during the last three financial years (2016-2017, 2017-2018 & 2018-2019) copy of Audited Annual Account/Balance Sheet of last three financial years to be enclosed **[To be filled in Form-III]**.
- 1.6 Bidder must have a valid license for Providing Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services to the organisations/institutions under Contract Labour (Regulation & Abolition) Act – 1970.
- 1.7 Bidder must provide a copy of one single work order exclusively in the same area i.e. Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services having annual value of **Rs. 08 Crore** executed during each of the last three years (2016-2017, 2017-2018 & 2018-2019).

**or**

Two work orders exclusively in the same area i.e. Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services having annual value of **Rs. 05 Crore** each executed during the last three years (2016-2017, 2017-2018 & 2018-2019).

**or**

Three work orders exclusively in the same area i.e. Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services having annual value of **Rs. 04 Crore** each executed during the last three years (2016-2017, 2017-2018 & 2018-2019).

**NOTE:** Satisfactory work completion report to be enclosed along with the Work Orders **[To be filled in Form-IV]**.











	Three work orders of 04 crore & above							
	Sl. No.	Name of Contract, Location & Name of Client	Annual value of contract	Date of commencement as per contract	Period of contract	Litigation Arbitration pending / in progress with details	Name, Address & Tele No. of officer to whom reference may be made	Annexure in support of claims
	1	2	4	5	6	7	8	9
2016-17								
2017-18								
2018-19								

Certificate for satisfactory completion of previous work (Mandatory).

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

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

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that the firm/company namely M/s.-----has not been blacklisted or debarred in the past by MNNIT Allahabad or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that the firm/company namely M/s.----- was not blacklisted or debarred by MNNIT Allahabad, or any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.-----.

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

Signature .....

Name.....

Capacity in which assigned: .....

Name & address of the firm: .....

Date:

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

BLANK



BLANK





BLANK



BLANK

## EVALUATION OF BIDS

### 1. Evaluation Criteria:

For evaluation of Bids, Service Charge (in %) quoted by each Bidder alongwith Statement of Details of expenditure for justification of Service Charge as per **Form-VI** shall be considered for award of Contractor.

#### **Tie-Breaking Clause:**

In case more than one bidder quoting same rate then the following criteria will be adopted for tie-breaking in order of merit:

- (i) **Annual value of turnover:** Bidder having higher turnover will be given preference.
- (ii) **Value of similar works executed:** Bidder having higher value of similar works executed will be given preference.

**NOTE:** The Institute reserves the right to seek clarifications on any of the claim submitted by the bidders.

BLANK

**TERMS AND CONDITIONS FOR PROVIDING OF HUMAN RESOURCE FOR MISCELLANEOUS WORKS SUCH AS OFFICE, LAB SUPPORT, GARDENING & CLEANING WORKS EXCEPT SECURITY SERVICES**

1. The Human Resource Agency shall take into consideration all levies and statutory taxes while quoting the tender. However if any fresh taxes, charges etc. are levied by the Local / State / Central Govt., subsequent to the date of opening of tender, the same shall be reimbursed by the Institute against proof of production of payment.
2. A prospective bidder, requiring any clarification of the Bid Documents shall notify the **Assistant Registrar (Purchase)**, MNNIT Allahabad in writing at his mailing address indicated in the Invitation for Bids. He shall respond in writing to any request for clarification of the Bid Documents, which he receives not later than 7 days prior to the last date for the submission of bids. Copies of the query and clarifications by him shall be sent to all the prospective bidders who have received the bid documents.
3. At any time, prior to the date of submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.
4. The amendments shall be notified on the website of the Institute, i.e., [www.mnnit.ac.in](http://www.mnnit.ac.in) and on e-procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) . In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Institute may, at its discretion, extend the deadline for the submission of bids suitably.
5. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:
  - a) A sole proprietor of the firm or constituted attorney of sole proprietor.
  - b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
  - c) Constituted attorney of the firm. Provided that,
    - i) In case of (b) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of attorney shall be furnished.
    - ii) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner the tender offer and every partner of the firm shall sign all other related documents.
    - iii) A person signing the tender form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract / intended contract at the risk and cost of such person and hold the signatory liable to the Institute for all cost and damages arising from the-cancellation of the contract including any loss which the Institute may have on account of execution of contract / intended contract.

Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and

authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.

In the event of any loss being caused to the Institute on account of the negligence of the employee of the Human Resource Agency, the agency shall make good the loss sustained by the Institute, either by the replacement or on payment of adequate compensation on actual basis.

6. **Price Bid of only technically qualified bidders shall be opened.** Earnest Money of the unsuccessful bidders shall be refunded without any interest within 45 days after the award of the contract to the successful bidder.
7. The bid shall remain valid for a period of **180 days** from the date of opening. In exceptional circumstances the Institute may request for bidder's consent for the extension of validity period of the tender. 100 percent Earnest Money Deposit will be forfeited if the bidder declared successful fails to turn-up to execute agreement for execution of the task.
8. Anyone or more of the following action / commission / omission are likely to cause summary rejection of bid:
  - (i) Any conditional bid or bid offering rebate.
  - (ii) Any bid in which rates have not been quoted in accordance with specified formats / details as specified in the Bid Document.
  - (iii) Any effort by a bidder to influence the Institute in the bid evaluation, bid comparison or contract award decision.
  - (iv) Any bid received with period of validity of bid shorter than **180 days**.
9. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on stamped paper affixed with non judicial stamps, all of which finally form the contractual obligations to be adhered to performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects.
10. The bid shall not contain corrections, erasures or over writing except as absolutely necessary to correct errors made by the bidder. Such corrections etc. shall be signed and attested by the person or persons signing the bid. Whitener in any condition is strictly prohibited.
11. The bidders are advised to refrain from stipulating any conditions, rebates etc. in violation of the terms of the tender. The Institute reserves the right to reject such tenders in which conditions of rebate is stipulated, without assigning any reason thereof.
12. The Institute does not bind itself to accept lowest or any other tender. The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring any liability to the affected bidder or bidders on the grounds of the Institute action.
13. The successful bidder shall have to execute an agreement with the Institute on a non- judicial stamp paper of ₹100/- (Rupees one hundred only) and commence the work within 1 (one) month from the date of award, failing which the Institute shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.
14. The successful bidder will be required to deposit with the Institute **Rs 01 Crore** (Rupees One Crore only) only as **Performance Guarantee (PBG)** for the entire duration of the contract.

**Assistant Registrar (Purchase)**  
**MNNIT Allahabad**



Draft of Agreement to be executed with the Institute

Whereas the Motilal Nehru National Institute of Technology Allahabad hereinafter to be called the **First Party** through its Director or his Representative, on the one part is on the lookout for a suitable party for providing Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services for various types of works as may be required by the Institute from time to time.

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

Now, therefore, this agreement is made at Allahabad on ..... between the aforesaid parties on the terms and conditions set out hereinafter before the witnesses as set forth herein.

1. The Second Party shall maintain the list of all persons engaged by it and direct to work as per requirement in the Institute premises together with a copy of their latest photograph.
2. The Second Party shall give the names of the person along with his/her photograph, father's name, contact number, present & permanent address and specimen signature (attested by the Second Party) who will be authorized to deal with the First Party on behalf of the Second Party.
3. (a) That the Second Party shall be responsible for antecedents, physical and mental health, punctuality, honesty and all other requirements requisite for their engagements by the Second Party for contracted work in the Institute.  
(b) That the age of persons so engaged by the Second Party should be above 18 years of age on the date of deployment.  
(c) That in case of any accident/injury of the persons so engaged by the second party who shall be rendering their services for First Party, the First Party shall not be held responsible for any damages/compensation and all the damages/compensation shall be the liability of Second Party
4. That the Second Party shall issue identity badge, dress materials, equipments and other necessary articles needed for the entrusted work to all their persons as per the Contract Labour (Regulation & Abolition) Act-1970 as amended from time to time.
5. (a) That only such of the persons of the Second Party as are duly authorized will be allowed entry in the Institute on production of identity badge.  
(b) That the Second Party shall withdraw forthwith the person/persons either suo-motu or as desired by the First Party, if he/they, is/are found no longer desirable to work on the premises of the Institute.
6. That payment of wages/allowances/ remuneration and other benefits admissible to persons employed by the Second Party for the job shall be the sole responsibility of the Second Party as their employer under law. The minimum wages payable to the workers deployed by the firm will be as per wages revised from time to time, by the Ministry of Labour, Government of India
7. That the Second Party shall be responsible for the compliance with regard to minimum wages, ESI, PF, Workmen Compensation Act etc. and for payment of any liability (ies) under such acts.
8. That the Second Party shall obtain a license from the Labour Department of the Govt. of India of the region under the Contract Labour (Regulation & Abolition) Act-1970 and shall also have a separate ESI, EPF, Code number and shall be responsible to cover all their employees under ESI and EPF Acts. EPF and ESI will be paid by the Institute alongwith the first month bill and subsequently the same will be paid on monthly basis alongwith the bill only if deposit challan or Electronic Challan Cum Return (ECR) of the previous month is enclosed alongwith the bill. Any liability arising on account of the delay in same will lie solely on the Second Party.
9. That the Second Party shall be legally liable and responsible for any contravention of any legal requirement and consequent liability with regard to persons deployed by him in connection with the work assigned to him by the First Party.

10. That the Second Party shall maintain all records and registers concerning attendance and wages of persons engaged by him as required by the various labour legislations in force from time to time and also ensure that they comply with their requirements in this regard.
11. That the Second Party shall carry out supervision/overseeing of persons deployed in the First Party premises. The First Party shall not have any direct control over them. The First Party shall have the right and discretion to ensure that work packages are carried out as per the contract and complete satisfaction of the First Party.
12. That in the event of the contract not being performed or carried out to the satisfaction of the First Party, the First Party shall be at liberty to terminate this agreement without any notice and/or compensation in lieu thereof.
13. That in case any damage is caused to the property or products of the First Party by the persons engaged by the Second Party under this contract or if any instance of theft takes place owing to the involvement of the persons or otherwise, the Second Party shall reimburse the cost of such damage to the First Party suitably.
14. That the Second Party shall obtain proper license as required under the law and will be responsible for any violation of rules and regulations governing the same. Soon after, the job is completed, the Second Party shall take all the persons deployed by him from the premises of the First Party.
15. That the Second Party shall ensure that these workers remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the First Party.
16. That the Second Party shall ensure that persons deployed by the Second Party, who have to perform the work shall not join any union or interfere with internal working of the establishments of the First Party.
17. That the payment of wages to the workers engaged by the Second Party for the assigned work shall be the sole responsibility of the Second Party in consideration of the work performed as per the agreement. The First Party shall pay to the Second Party for unskilled and skilled workers as per the orders of the Ministry of Labour, Government of India revised from time to time.
18. That the Second Party shall depute one person from its own establishment for monitoring and verification of daily attendance of the workers deployed by the Second Party at the premises of the First Party. The said deputed person will report to the designated officer of the First Party daily. Further, such deputed person will be available as and when required for any verification.
19. That the monthly bill in duplicate along with necessary verifications/documents shall be sent by the Second Party to the Institute with certification payment of wages to persons deployed in campus by 1st week of every month. The payment of the same shall be made by the Institute after all deductions such as T.D.S. etc as per rules, modified from time to time.
20. That the duty hours of the persons deployed shall be as desired by the First Party.
21. That the Second Party shall be bound to provide full support and help in extinguishing any fire that breaks out anywhere. In case, if it is due to mishandling or any other reasons by any person deployed by Second Party, the full damage will be recovered from Second Party.
22. That the Second Party shall have to deposit a security of **Rs 01 Crore** (Rupees One Crore only) in the form of F.D.R./Bank guarantee in favour of Director, MNNIT Allahabad. The security shall be released only on successful completion of the contract.
23. That all correspondence pertaining to this contract shall be addressed to the MNNIT Allahabad.
24. That in the case of any dispute the decision of the Director of the Institute shall be final and binding on both the parties.
25. That all the litigations will be subject to the jurisdiction of courts at Allahabad.
26. That the Second Party shall be responsible for any accident/death during deployment of all the workers by the Second Party at the premises of the First Party.

27. The services/work shall be for a period of one year from the date of issue of letter of commencement and shall stand terminated after the expiry of one year. The service contract may be extended on the written mutual consent of both parties for further periods on yearly basis not exceeding three years from the date of contract on the same terms and condition, depending on the performance. However, first party reserves its right to terminate the agreement by giving one month advance notice at any time during currency of the contract if the service of the agency is not found satisfactory.
28. Workers engaged shall be paid wages as per "Minimum Wages Act 1948" applicable to the Central Government establishments. On revision of minimum wages by the Govt. of India, the second party shall be responsible for seeking approval of the revised rates from the Institute authority alongwith the copy of the order of competent authority. Any liability arising on account of delay in the same shall lie on the second party.
29. The workers shall be allowed for rest of one day on continuous duty of 6 working days as per the provisions of the Contract Labour (Regulation & Abolition) Act-1970.
30. The working rest day shall be fixed by the Sectional Heads under whose the workers are working, which may be changed from time to time and may be availed with prior sanction of the sectional head.
31. **The counting payment cycle of wages to be paid to all personnel by second party shall start from 1<sup>st</sup> day of month to 30<sup>th</sup> on last day in each of months, as applicable.**
32. Tentative number of the skilled/unskilled Human Resource for miscellaneous works such as office, lab support, gardening & cleaning works except security Services required to be provided by the Second Party are as under:-

Sl.	Category	Strength (Approx.)	Wages
1.	Highly Skilled	450 Personnel	As per Minimum Wages Act-1948 revised from time to time applied for Central Government.
2.	Skilled		
3.	Semi-skilled		
4.	Un-skilled		
5.	Any other category as decided by the Institute		To be decided by the Institute

The number shown above are only indicative, the actual number shall be decided by the designated authority of the Institute in consultation with the Second Party, from time to time and depending upon the requirement of the Institute.

33. All the documents submitted during the process of tendering by the Second Party including General Condition on Contract (GCC) and Special Terms and Condition (STC) and other clauses of ITB (Instructions to Bidder/Tender) shall be presumed to be the part of the Agreement.
34. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law and as a result thereof, the Institute is put up to any loss/obligation, monetary or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills of the Performance Security Deposit of the Agency, or the extent of the loss or obligation in monetary terms of the percentage to be decided by the Chartered Accountant.

for and on behalf of  
[Second Party]

for and on behalf of  
[Motilal Nehru National Institute of  
Technology Allahabad, Prayagraj]

**Second Party  
Contractor**

**First Party**

**1. Witness:**

(a) Signature .....

(b) Name .....

(c) Address .....

.....

**2. Witness:**

(a) Signature .....

(b) Name .....

(c) Address .....

.....

**1. Witness:**

(a) Signature .....

(b) Name .....

(c) Address .....

.....

**2. Witness:**

(a) Signature .....

(b) Name .....

(c) Address .....

.....