

निविदा/कोटेशन का आमंत्रण ई-टेन्डरिंग माध्यम द्वारा
INVITATION FOR TENDER/QUOTATION THROUGH E-TENDRING

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मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद
 इलाहाबाद-211004 (भारत)
Motilal Nehru National Institute of Technology Allahabad
 Allahabad-211004 (India)
 An Institute of National Importance as Declared by NIT Act, GOI, 2007

दो बोली खुली निविदा/ **TWO BID OPEN TENDER**

"PROVIDING SKILLED AND UNSKILLED MANPOWER AT MNNIT ALLAHABAD" ds fy,
FOR "मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद में कुशल एवं अकुशल मानव बल उपलब्ध कराने हेतु"

निविदा संख्या **Tender No.: OT-89/MNNIT/Manpower outsourcing /2016**
 सेवा में To,

Date: 25.02.2016

विषय: 'दो बोली प्रणाली' के तहत मुहरबंद निविदा के लिए आमंत्रण

Sub: Invitation of Sealed bids under 'Two-Bid System'.

प्रिय महोदय **Dear Sir**

निदेशक, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद, प्रतिष्ठित मैनपावर सर्विस प्रोवाइडर से, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद में कुशल एवं अकुशल मानव बल उपलब्ध कराने हेतु, निविदा दस्तावेज में दिए गए नियमों और शर्तों के अनुसार 'दो बोली प्रणाली' के तहत, मुहरबंद निविदाएं आमंत्रित करते हैं।

Director, Motilal Nehru National Institute of Technology Allahabad invites sealed tenders, as per Two Bid System from reputed manpower service providers, on the terms and conditions as per tender document, for hiring of skilled and unskilled manpower at MNNIT Allahabad:

Sl. No.	Description of Items	Quantity
1.	Providing skilled and unskilled Manpower at MNNIT Allahabad	01 Job.

सभी इच्छुक तथा योग्य-पात्र निविदाकर्ता/बोलीदाता, इस निविदा दस्तावेज में दिए गए मापदंड के अनुसार, अपनी सर्वश्रेष्ठ प्रतिस्पर्धी बोलियों को प्रस्तुत करने के लिए आमंत्रित हैं। कृपया नीचे दिए गए रूप में अपनी निविदा/बोली को दो भागों में प्रस्तुत करें:

All interested eligible tenderers/bidders are invited to submit their best competitive bids as per the criteria given in this tender document. Kindly submit your bids (part-1 through OFFLINE and part-2 through ONLINE MODE ONLY) as under:

- तकनीकी बोली (भाग-1) चैप्टर-4 के अनुसार संलग्नकों के साथ, तथा
- मूल्य बोली (भाग-2), निविदा में वर्णित चैप्टर-5 के अनुसार
 - Technical bid (Part-1) as per chapter-4 with all annexures, and
 - Price bid (Part-2) as per Chapter-5 mentioned in the bid (**It must be submitted ONLINE mode ONLY**).

सभी अनुलग्नकों के साथ स्कैन किए गए निविदा दस्तावेज ऑनलाइन अपलोड करना तथा मुहरबंद निविदाएं नीचे दिए गए पते पर **17 मार्च, 2016 को 11:30 बजे तक** या इससे पहले निश्चित रूप से प्रस्तुत की जानी चाहिये।

Scanned tender document alongwith all annexures must be uploaded online and also sealed tenders must be submitted at the address given below, on or before **17 March, 2016 up to 11:30 hours:**

संकाय प्रभारी (क्रय) कार्यालय
 मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद
 इलाहाबाद-211004

OFFICE of Faculty In-charge (Purchase)
Motilal Nehru National Institute of Technology Allahabad
Allahabad-211004 (U.P.) India

सभी प्राप्त निविदाओं को निविदाकर्ताओं/बोलीदाताओं के उन अधिकृत प्रतिनिधियों की उपस्थिति में, जो प्रक्रिया में भाग लेते **17 मार्च, 2016 को 12:00 बजे** खोला जाएगा, तथा अपनी उपस्थिति के साक्ष्य में एक रजिस्टर पर हस्ताक्षर करेंगे।

The received tenders will be opened on **17 March, 2016 at 12:00 hours** in the presence of authorized representatives of tenderers/bidders, who choose to attend and shall sign on a register evidencing their attendance.

निविदा सारांश / TENDER SUMMARY			
Tender Fee: ₹ 1000/-	Earnest Money Deposit (EMD) : ₹ 6,00,000/-		
fufonk vkjEhk gkus dh frffk / Date of ONLINE tender: 25-02-2016			
	तिथि Date	समय Time	स्थान Venue (at MNNIT Allahabad)
i h fcm l Eeyu / Pre-bid conference	04.03.2016	at 15.00 Hrs.	Conference Room (Purchase office)
fufonk tek djus dh vfre frffk / Last date of submission of tender (ONLINE + Hard Copy)	17.03.2016	upto 11.30 Hrs.	Purchase Office
rdudh fufonk Hkx&1%dk [kkyk tkuk / Technical Bid (Part-1) Opening	17.03.2016	at 12.00 Hrs.	Conference Room (Purchase office)
eW; fufonk Hkx&2% Price Bid (Part-2) opening	To be published later		Conference Room (Purchase office)

संकाय प्रभारी (क्रय) **Faculty In-charge (Purchase)**
 मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद Motilal Nehru National Institute of Technology Allahabad
 इलाहाबाद-211004 Allahabad-211 004

General Terms & Condition

1. The complete Tender Document can be viewed / downloaded from the e-Procurement portal i.e. **www.tenderwizard.com/MNNIT**.
2. A Vendor's Manual containing the detailed guidelines for e-Procurement system is also available on e-Procurement **portal of MNNIT** under tender wizard.
3. The scanned copy of DD/FDR receipt for tender fee/EMD must be uploaded on aforesaid tender wizard portal and sent in ORIGINAL with technical bid (Part-1) to purchase office.
4. Quotations received without tender fee will not be considered.
5. No request for extension of the due tender date will be considered.
6. Tenders received before the deadline shall be opened in the presence of attending tenderers/their authorized representatives on the same day.
7. In the event any date indicated above is declared as holiday, the next working day at Institute shall be considered as the due date for receiving & opening of tenders.
8. Late/Delayed offers will not be accepted.

अति आवश्यक सूचना

VERY IMPORTANT NOTE

इस निविदा से संबंधित सभी सुधार/शुद्धिपत्र/संशोधन, यदि जारी किये जाते हैं तो, निविदा दरतावेज का भाग/अंश होंगे।

Corrigendum, if issued any for the tender, shall form part of the Tender Document.

सुधार/शुद्धिपत्र/संशोधन केवल मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद की वेबसाइट (www.mnnit.ac.in) पर ही उपलब्ध होंगे। बोलीकर्ताओं/निविदादाताओं से अनुरोध है कि इस संबंध में नियमित रूप से वेबसाइट देखते रहें, तथा निविदा दरतावेज के सुधार/शुद्धिपत्र/संशोधन को बिना किसी त्रुटि के नोट करें व उसके अनुसार निविदा जमा करें।

Corrigendum will be posted ONLY on MNNIT Allahabad website (www.mnnit.ac.in). Bidders/Tenderers are requested to visit MNNIT Allahabad website regularly and note the corrigendum / amendments to the tender without fail and submit the offer accordingly.

सुधार/शुद्धिपत्र/संशोधन की अनभिज्ञता के लिये मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद जिम्मेदार नहीं होगा।

MNNIT will not be responsible for ignorance of corrigendum.

निविदा दरतावेज जमा करने की अंतिम तिथि के उपरान्त कोई भी अंतरिम सवाल/प्रश्न ग्रहण नहीं किया जायेगा।

After last date of receipt of Tender Documents, no interim query will be entertained.

CONTENT OF BIDDING DOCUMENTS

The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided into five chapters as under:

Chapter 1:	Instructions to Bidder/Tenderer (ITB)
Chapter 2:	General Conditions of Contract (GCC)
Chapter 3:	Special Terms and Conditions of Contract (STC)
Chapter 4:	Technical Bid (Part-1)
Annexure I:	Declaration
Annexure II:	General Information
Annexure III:	Organizational Structure of the Firm
Annexure IV:	Details of Manpower Available
Annexure V:	Financial Information
Annexure VI:	Details of completed projects each with an outlay of Rs. 40 lakh or more in the last 3 years.
Annexure VII:	Details of Ongoing Projects
Annexure VIII:	Information on Works With Existing Commitments
Annexure IX:	Tenders Submitted But Pending Finalization
Annexure X:	Turn over For The Last 3 Years
Annexure XI:	Details of Legal Cases Pending Against The Firm During The Last Three Years
Annexure XII:	Details of Key Personnel to be provided for the work
Annexure XIII:	Questionnaire
Annexure XIV:	Affidavit Regarding Blacklisting/ Non-Blacklisting.
Annexure XV:	Manpower Deployment Schedule
Annexure XVI:	Earnest Money Deposit / Bid Security Form
Chapter 5:	Price Bid (Part-2) [IMPORTANT NOTE: It must be submitted ONLINE mode ONLY]

Chapter-1

INSTRUCTIONS TO THE BIDDERS (ITB)

1. The amount of Earnest Money Deposit (EMD) shall be ₹ 6, 00, 000/- in the form of DD/FDR, drawn in favour Director, MNNIT Allahabad, payable at Allahabad.
2. Tender form shall be complete in all respect. Incomplete tenders or tenders without EMD shall be treated as invalid.
3. Each and every page of the tender documents should bear the Signature (With date) and seal of tenderer/bidder.
4. The rates for each and every item shall be quoted in Figure and words, both. In case of any discrepancy in rates, the rates written in words shall prevail.
5. The scope for the work is available and can be seen on any working day during office hours by the Tenderers. The tenderer should quote his price taking into account all factors which may affect the work and cost.
6. The Competent Authority of MNNIT Allahabad, reserves the right to accept or reject any tender or all tenders without assigning any reason.
7. Conditional tenders will be summarily rejected.
8. The tender for the work shall remain open for acceptance for a period of One Hundred and Twenty days (120) from the last date of **ONLINE submission** of Price Bid (Part-2) of tender.
9. These instructions shall form a part of the contract document.
10. The EMD of unsuccessful tenderers shall be refunded within one month after the award of work to the successful tenderer.
11. Rates quoted shall be firm, fixed, and inclusive of cost of manpower, material, machinery, tools and plant etc., all taxes (including service tax), duties and levies, insurance etc.
12. Price Bid (Part-2) will be through **ONLINE submission only**.
13. **(i) The tenderer/Bidder shall submit their offer as per Two Bid System:**

Technical Bid (Part-1): Technical Bid must be submitted ONLINE and ORIGINAL copy to be sent to Purchase Office on or before due date and time in a sealed envelope.

This envelope shall contain: -

- (a) Firms shall offer via tender terms and conditions alongwith the descriptive Catalogues/Pamphlets/Literature.
 - (b) Tender form duly filled up as per the instructions given there in.
 - (c) Earnest Money Deposit (EMD) IN SEPARATE ENVELOPE by way of Demand Draft/Fixed Deposit receipt (FDR) of any scheduled public sector Bank drawn in favor of Director, MNNIT Allahabad and payable at Allahabad. This Envelope containing EMD Demand Draft/FDR must be superscribed 'Earnest Money Deposit for Tender'.
 - (d) Tender fees of ₹1000/- only in form of Crossed Demand Draft issued by any Nationalized Bank in favour of Director, MNNIT Allahabad. This envelope containing the Demand draft of tender fees, must be superscribed as 'Tender fees for Tender'.
- [NOTE: Bidder has to pay e-tender processing fee to the ITI limited through e-payment gateway in the portal (Minimum Rs. 750 and Maximum Rs. 7500 of the tender value [Excluding Service Tax])]**
- (e) If any compliance statement is called for the commercial terms/contractual terms and conditions, the same is to be attached in this part.
 - (f) Please note that the **PRICE SHOULD NOT BE** indicated in this part.
 - (g) The Commercial terms such as payment terms, validity of the offer, taxes etc., shall come into this.
 - (h) All the annexures alongwith tender document must be SCANNED and uploaded ONLINE and submitted in physical form to the Purchase office.

NOTE: The above envelope should further be sealed and superscribed as:

Tender No.: _____

Tender due on.: _____

Finally Envelope, bearing the sender firm's name and address either in printed or in rubber seal, etc. for ready identification, should be addressed to:

- (ii) Price Bid (Part-2):** Price Bid (Part-2) must be submitted through ONLINE mode only.

Faculty In-charge (Purchase)

Motilal Nehru National Institute of Technology Allahabad
Teliarganj, Allahabad-211004

VERY IMPORTANT NOTE: The PRICE BID (PART-2) should be submitted through ONLINE MODE ONLY. Please go through Website www.tenderwizard.com/MNNIT

14. CHECK LIST FOR TENDER:

All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by MNNIT Allahabad.

(a) In Envelope:

Enclosures:

- (i) E M D
- (ii) Tender fees
- (iii) Standard Forms enclosure from **Annexure-I to Annexure-XVI**

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

- (iv) Successful Bidder's proposed site organization chart
- (v) Signature with date & seal of the tenderer/bidder on all SCANNED pages of tender
- (vi) Any other Document as specified in the tender document.
- (vii) Copy of Pan Card
- (viii) Certificate of Registration for Sales Tax / VAT and Service Tax, legal identity of the firm _____ registered under Company Act, Societies Registration Act and licensing by the appropriate Govt. under "The Contract Labour (Regulation & Abolition) Act, 1970 'etc.
- (ix) List of documents required in support of Tenderer's Credentials.

- (b) **The PRICE BID (PART-2) should be submitted through ONLINE MODE ONLY. Please go through Website www.tenderwizard.com/MNNIT**

1. Eligibility Criteria for Price Bid:

- 1.1. The tenderer should have minimum 5 years experience in works for similar nature.
- 1.2. The tenderers should have undertaken/completed the following work in the last 3 years:
 - (a) Minimum average annual turnover of minimum of **₹03 Crore per annum** in the last 3 financial years (Balance sheet/CA certificate to be enclosed, duly supported by the income tax return) (2012-13, 2013-14, 2014-15).
 - (b) One similar work (**Please refer Note below**) of value not less than **₹ 02 Crore per annum** in last 3 financial years **OR**
Two similar work of value not less than **₹01 Crore per annum**. in last 3 financial years **OR**
Five similar work of value not less than **₹40 lakhs per annum** in last 3 financial years.
- 1.3. The meaning of 'similar work' for this work is "Providing manpower services to Government/Public sector/autonomous organizations.
- 1.4. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
- 1.5. JVs / Consortiums / MOUs shall not be considered.
- 1.6. Tenderer should submit documents in support of minimum eligibility criteria along with the tender. No document in support of minimum eligibility criteria will be accepted / entertained after opening of tender.
- 1.7. Tender bids not meeting any of the above pre-qualification criteria shall be rejected.

15. Supporting Documents required for pre-qualification criteria:
- (a) The bidders should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory:
 - (b) Copy of Balance sheet, Profit & Loss Account duly certified & audited by Chartered Accountant and work orders along with BOQ and completion certificates in support of the qualifying criteria.
 - (c) Copy of PAN No.
 - (d) Copy of Service Tax Registration certificate.
 - (e) Copy of PF & ESI registration No
 - (f) IT Return for last three financial years (2012-13, 2013-14, 2014-15)
 - (g) Copy of registration under Labour laws (Labour License).
 - (h) Copy in support of legal identity of the firms [under Company Act, Societies Registration Act-1860 etc.]
 - (i) Copy of authorization letter / power of attorney of the authorized signatory of the tender document (only in case of owner of the firm is different from authorized signatory).
 - (j) No Deviation Certificate as per enclosed format.

- 15.1 The tenderer would be required to establish its site office within the site of the work in the space provided by the MNNIT Allahabad.

16. TENDERER'S CREDENTIAL PROFORMA FOR PREQUALIFICATION OF BIDDERS/TENDERERS:

- (a) These Proforma documents (in form of **Annexure-I** to **Annexure-XVI**) will form part of Pre-qualification bid, i.e., Technical Bid (Part-1)
- (b) Tenderer's must submit documents ONLINE as well as in physical form, in support of pre-qualification criteria, as given on page-3.
- (c) No document in support of minimum eligibility criteria will be accepted **after** opening of tender.

17. E-Tendering procedure:

(a) Accessing/ Purchasing of Tender Documents

- i. The complete Tender Document can be viewed / downloaded from the e-Procurement portal i.e. www.tenderwizard.com/MNNIT.
- ii. A Vendor's Manual containing the detailed guidelines for e-Procurement system is also available on e-Procurement portal of MNNIT under tender wizard.
- iii. It is **mandatory** for all the bidders to have **class-III Digital Signature Certificate** from any of the licensed Certifying Agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of MNNIT Allahabad.

- iv. Tender documents will be available online on website www.tenderwizard.com/MNNIT on given date which can be downloaded free of cost till the last date and time of submission of tender.
- v. **Validity of Bidder's Registration on the e-Procurement portal of MNNIT Allahabad.**
Bidders may note the following:
(i) It shall be the sole responsibility of the bidder(s) to keep the Registration valid up to the original/extended date of submission of bid.
(ii) Bids can be submitted only during the validity of their registration.
- vi. MNNIT Allahabad may issue addendum(s)/corrigendum(s) to the Tender documents. In such cases, the addendum(s)/corrigendum(s) shall be issued and placed on website www.tenderwizard.com/MNNIT and www.mnnit.ac.in at any time before the closing time of tender. The bidders who have downloaded the Tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to check the website for any such corrigendum/addendum till the time of closing of tender and ensure that bid submitted by them are in accordance with all the corrigendums/addendums.
- vii. The Tender documents shall be submitted online and on given date in the prescribed format given on the websites and bids received online and in physical form shall be opened at prescribed date. Detailed credentials as per the requirement of eligibility criteria and all Tender papers are to be submitted online.
- viii. Bidders cannot submit the Tender after the due date and time of e-bid submission. Time being displayed on e-procurement portal of MNNIT Allahabad (Indian Standard Time) shall be final and binding on the bidder. E-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

(b) MODIFICATION/SUBSTITUTION/WITHDRAWAL OF APPLICATIONS:

In the event of modification/substitution/withdrawal of the Application, the bidder may modify, substitute or withdraw the documents of its Application after submission but prior to the Application due date.

- i. For withdrawal of the documents of the Application, the bidder will have to click on withdrawal icon at Tender Wizard and can withdraw its Application. However it may be noted that once the bid has been withdrawn, bidder cannot participate again for the same e-tender. The bidder may modify or substitute the Bid documents of the Application after submission, provided that the bidder update the old documents submitted in the electronic form from the Tender Wizard and also upload the modified or substituted documents.
NOTE: Do not withdraw your bid in case of any modification/substitution of application. Withdrawal will not allow further participation / modification / substitution of applications.
- ii. The bidders are advised to submit their e-bids well before the e-bid due date. Tender wizard shall not be responsible for any delay in submission of e-bids for any reason whatsoever.
- iii. The complete application shall be signed by the Authorized Signatory of the bidder & submitted **on-line+ and PRICE Bid should be filled and submitted ONLY through on-line+ MODE**. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in different file format (PDF, JPEG). Bidders can upload a single file of size 5 MB only but they can upload multiple files.

e-Tendering Registration Queries	Registration Help Desk	011-49424365	twhelpdesk680@gmail.com
DSC Queries	Help Desk	011-49424365	twhelpdesk377@gmail.com
For e-Tendering Queries	Help Desk	011-49424365	twhelpdesk551@gmail.com
	Mithlesh	07271044692	twhelpdesk828@gmail.com
	Abhishek Mani	08090426426	twhelpdesk360@gmail.com

(c) Document Size:

The following documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the on-line submission of Bid. These documents shall also be submitted in **ORIGINAL** to MNNIT Allahabad before the prescribed date & time for submission of Bids.

(i) Minimum Requirements at Bidders end:

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP, Window 7)
~ Broadband connectivity.
~ Microsoft Internet Explorer 7.0 or above/Equivalent.
~ Digital Certificate(s) for users.

(d) Vendors Training Program:

Every Saturday Training (10:00 to 17:00) would be provided. Training is optional. Vendors are requested to carry a laptop and Wireless Connectivity to Internet. Address For Training: Tender wizard B1/5A, 2nd floor, Mian Nazafgarh road, Near Janakpuri Metro East, Pin-110058. Cost of Training to bidders: Rs Nil/-(Free of cost).

Chapter-2

GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Definitions:** In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
 - 1.1. MNNIT Allahabad is to be termed as First Party.
 - 1.2. ~~%~~Authorized Representative+ means the person authorized by MNNIT Allahabad to act as Representative of the Institute for the purposes of the Contract.
 - 1.3. ~~%~~Service Provider+ means an individual or firms whether incorporated or not, that has entered into contract (with the First Party) and shall include his/its heirs, legal representatives, successors and assigns to be known as second party to the agreement. Changes in the constitution of the firm, if any shall be immediately notified to the First Party, in writing and approval obtained for continued performance of the contract.
 - 1.4. ~~%~~Works+ means providing skilled/unskilled manpower to the MNNIT Allahabad.
 - 1.5. ~~%~~Contract+ means these conditions, the Specifications, the Bill of Quantities, the Tender, the Letter of acceptance, the contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance of Contract Agreement (if completed).
 - 1.6. ~~%~~Specifications+ means the specifications of the Works included in the Contract and any modification thereof.
 - 1.7. ~~%~~Bill of Quantities+ means the priced and completed bill of quantities forming part of the Tender.
 - 1.8. ~~%~~Tender+ means the Service Provider's priced offer to the First Party for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Acceptance. The work Tender is synonymous with ~~%~~Bid+ and the words ~~%~~Tender Documents+ with ~~%~~Bidding Documents+.
 - 1.9. ~~%~~Letter of Acceptance" means the formal acceptance of the tender by MNNIT Allahabad.
 - 1.10. ~~%~~Contract Agreement+ means the contract agreement entered into and send by the both parties.
 - 1.11. ~~%~~Appendix to Tender+ means the appendix comprised in the form of Tender annexed to these Conditions.
 - 1.12. ~~%~~Commencement Date+ means the date upon which the Service Provider receives the notice to commence the works.
 - 1.13. ~~%~~Time for Completion+ means the time period for which the contract of Works has been awarded by the First Party to the Service Provider.
 - 1.14. ~~%~~Taking over Certificate+ means a certificate issued by First Party evidencing successful completion of the awarded work.
 - 1.15. ~~%~~Contract Price+ means the sum stated in the Letter of Acceptance as payable to the Service Provider for the execution and completion of the Work and the remedying of any defects therein in accordance with the provisions of the Contract.
 - 1.16. ~~%~~Performance Guarantee+ means a bank guarantee in the prescribed form provided by the Service Provider for meeting his obligation under the contract.
2. **Authorized Representative Duties and Authority:** The Authorized Representative shall carry out the duties as specified in the Contract.
3. **Sufficiency of Tender:** The Service Provider shall be deemed to have based his Tender on the date made available by the First Party and on his inspection and examination of this site conditions.
4. **Service Provider's Employees, Equipment and Consumables:** The Service Provider shall provide on the Site qualified and experienced staff in connection with the work.
5. **Authorized Representative at Liberty to Object:** The Authorized Representative shall be at liberty to object and to require the Service Provider to remove forthwith from the Work any person provided by the Service Provider who, in the opinion of the Authorized Representative, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Authorized Representative to be undesirable, and such person shall not be again allowed upon the Works without the written consent of the Authorized Representative. Any person so removed from the Work shall be replaced as soon as possible.
6. **Safety, Security and Protection of the Environment:** The Service Provider shall, throughout the execution and completion of the Works and the remedying of any defects therein:
 - 6.1. Have full regard for the safety of all persons entitled to be upon the Site and keep the Site and the Works (so far as the same are not completed) in an orderly state appropriate to the avoidance of danger to such persons, and
 - 6.2. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Authorized Representative or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and
 - 6.3. Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or Repair.
7. **Insurance of work by the Service Provider for his liability**
 - 7.1. During the Work period for loss or damage to property and life arising from a cause for which Service Provider is responsible.
 - 7.2. For loss or damage caused by the Service Provider in the Course of any Repairs carried out by him for the purpose of complying with his obligations.
It shall be the responsibility of Service Provider to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of the Insurance cover at all times during the period of contract.

8. **Damage to Persons and Property:** The Service Provider shall, except if and so far as the Contract provides otherwise, indemnify the First Party against all losses and claims in respect of:
- Death of or injury to any person, or
 - Loss or damage to any property (other than the Works):
Which may arise out of or in consequence of the at Services of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.
9. **Accident or injury to Workmen:** The First Party shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the Service Provider. The Service Provider shall indemnify and keep indemnified the First Party against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.
- 9.1 **Evidence and Terms of Insurance:** The Service Provider shall take out appropriate insurance to cover his work and workers and staff employed by him fully. The Service Provider shall provide evidence to the Authorized Representative/First Party as soon as practicable after the respective insurance have been taken out but in any case prior to the start of work at the Site that insurance required under the Contract have been effected.
- 9.2 **Compliance with Statutes, Regulations etc.:** The Service Provider shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of:
- Any National or State Statute, Ordinance, or other Law, or any regulation or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
 - The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Service Provider shall keep the First Party indemnified against all penalties and liability of every kind for breach of any such provision.
 - Any changes required for approval due to revision of the local laws.
10. **Default of Service Provider in Compliance:** In case of default on the Service Provider in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the First Party shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, be determined by the Authorized Representative or any authorized person and shall be recoverable from the Service Provider by the First Party, and may be deducted by the First Party from any monies due or to become due to the Service Provider and the Authorized Representative or any authorized person shall notify the Service Provider accordingly.
11. **Period of Contract:** The Services work shall be for a period of one year or as mentioned the letter of commencement and shall start from the date issue of letter commencement and shall stand terminated after the expiry of one year. The service contract may be extended on the written mutual consent of both First Party and Service Provider for a further period, not exceeding three years from the date of contract, depending on the performance.
- However, first party reserves its right to terminate the agreement by giving one months advance notice at any time during currency of the contract if the service of the agency is not satisfactory as per the opinion of first party or its representative.
12. **Defect identification and its rectifications:** Agency shall immediately attend the defects and complaints noticed at site. The agency shall provide and develop a system for regular Manpower Outsourcing services agency that all the areas are to be kept in a spic and span condition round the clock during the currency of contract.
13. **Penalty for Delay:** If the Service Provider fails to attend any complaint or defect in due course of time and if in the opinion of Authorized Representative delay is on the part of Manpower Outsourcing services agency, the First Party can impose liquidated damages on the Service Provider as detailed in the particular conditions.
14. **Penalty Clause:** On surprise check by the first party if shortage/deficiency is found in the manpower or behavior/falsification of the personnel, liquidated damages shall be levied as follows:
- ₹750/-per person per day of absence shall be recovered from the subsequent bill.
 - ₹1000/- per instance if any worker is found performing the duty by submitting fake name and address.
 - ₹1000/-per instance if any worker is found on duty other than those mentioned in the approved list supplied by the Successful Bidder to the MNNIT authorities.
15. **Service Provider's Failure to Carry out Instructions:**
- In case of default on the part of the Service provider in carrying out defect rectification works, the First Party shall be entitled to employ and pay other persons to carry out the same and if such work in the opinion of the Authorized Representative the service provider was liable to do as on cost under the contract than all cost consequent thereon or incidental thereto shall be determined by the Authorized Representative and shall be recoverable from the service provider by the First Party, and may be deducted by the First Party from any money due or to become due to the Service Provider.
16. **Monthly Statements:** The Service Provider shall submit a bill in 3 copies to the Authorized Representative by 1st day of each month for the work executed up to the end of previous month in tabulated form approved by the Authorized Representative, showing the amounts to which the Service Provider considers himself to be entitled. The bill must be supported with the following documents:-
- Attendance sheets along with salary certificates, wages sheets of all the workers and staff deployed.
 - List of equipment deployed during the month.

- 16.1. **Deduction of Income Tax:** The amount to be deducted towards the advance Income Tax/VAT/Works Contract Tax shall be at the rate applicable.
- 16.2. **Monthly Payments:** After submission of monthly bill complete in all respects by the Service Provider, Authorized Representative shall check the bill with the help of Service Provider and certify for payment within 15 days of the submission of bill.
- 16.3. **Performance Guarantee:** Within two weeks of award of work, the Service Provider shall submit a performance Security for proper performance of the Contract.

The performance guarantee shall be for an amount of 5% of the contract and valid for the duration of the contract period plus 60 days.

The performance security can be encased by the First Party to recover any amount which is payable by the Service Provider to the First party on any account for a cause arising out of the contract.
- 16.4. **Correction of Certificates:** The Authorized Representative or any authorized person may by any Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate which has been issued by him, and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.
- 16.5. **Final Certificate:** Within 28 days after receipt of the Final Statement, and the written discharge, the Authorized Representative shall issue to the First Party (with a copy to the Service Provider) a Final Certificate stating;
 - (a) The amount which in the opinion of the Authorized Representative, is finally due under the Contract, and
 - (b) After giving credit to the First Party for all amounts previously paid by the First Party and for all sums to which the First party is entitled under the Contract.
17. **Default of Service Provider:** If the performance of the contract is not satisfactory and not corrected within 3 days of receiving notice, then First Party shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Service Provider.
 - 17.1. **Amicable Settlement of Dispute:** The party shall use their best efforts to settle amicable all disputes arising out of or in connection this contract or the interpretation thereof.
 - 17.2. **Arbitration:** Any dispute and differences relating to the interpretation of Contract Conditions regarding supply of skilled and unskilled manpower as per requirement of first party or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract wherein amicable settlement has not been reached shall be referred to the sole arbitration of the person to be appointed by Director MNNIT Allahabad as arbitrator who shall proceed as per the Arbitration Act, 1996.
 - 17.3. The supply of skilled and unskilled manpower under the contract shall continue, during the Arbitration proceedings.
 - 17.4. The award of the Arbitrator shall be final, conclusive and binding on both the parties.
 - 17.5. **Any dispute arising out of this contract will be subject to jurisdiction of District Allahabad.**
18. **Payment on termination:** In the event of termination of the contract, First Party shall be at liberty to get balance work done at the risk and cost of the Service Provider and due payment of the Service Provider, if any, shall be released after the completion of whole of the work.
19. If any document submitted by the Bidder/Tenderer is found forged/illegal at any time before or after commencing of the Contract, the first party shall without prejudice to any other right or remedy be at liberty to forfeit the earnest Money Deposit (EMD) submitted by the Bidder/Tenderer and terminate the Contract.

Chapter-3

SPECIAL TERMS & CONDITION (STC)

A written contract will be executed on the following terms and conditions between the successful tenderers and the MNNIT Allahabad.

1. **Period of Contract:** The contract will be valid initially for a period of ONE YEAR from the date of contract. The period of contract may be extended for further period not exceeding three years from the date of contract, depending on the performance.
2. The Successful Bidders should take care that the rates and amounts are written in figure and words as well.
3. The Successful Bidders should enclose attested copy of Service Tax registration, PAN Number/Card, valid documents regarding the existence and registration of the firm alongwith the with Technical Bid (Part-1).
4. Successful Bidders should undertake and execute the rate contract agreement within 15 days from the issue of the letter of Award, failing which EMD deposit shall be forfeited forthwith and name of the said bidder may be blacklisted by MNNIT Allahabad.
5. The Successful Bidders has to give a voluntary statement by way of affidavit on stating that they have not been blacklisted in the past by any Institute, Government/Private and no case is pending against any contract and also to state that there is no vigilance/CBI case pending against the firm/Agency. The affidavit is to be duly executed before the notary Public or Magistrate First Class on a non-judicial stamp paper of ₹ 100/-. The bidder should have to submit that affidavit in original alongwith tender document. Blacklisting Affidavit format is enclosed at **Annexure-XIV**.
6. The premises include the covered area of the building and outside the building within the boundary of the building.
7. The Successful Bidder shall be responsible for the compliance of all Labour Laws.
8. The Successful Bidder shall be solely responsible for the payment of wages and other admissible allowances to the workers engaged by him.
9. The Successful Bidder shall ensure the payment of Minimum Wages as per the Central Government Rules & Orders on the subject.
10. The Successful Bidder shall specifically ensure compliance of ESI and EPF Rules and Regulations as applicable to the workers engaged by him.
11. The Successful Bidder shall have registration with the relevant government departments which inter alia include registration with MNNIT Allahabad and EPFO, Sales Tax, Income Tax, Service Tax and under Labour Act as per the provisions of the relevant Acts.
12. The Institute will not be responsible in any way for noncompliance of Labour Law, payment of minimum wages, compliance of ESI, EPF rules and regulation by the service provider.
13. The Successful Bidder shall provide the uniforms with prior approval of the MNNIT Allahabad and badges bearing names of the workers and shall also be responsible for proper maintenance and upkeep of the uniforms. The workers engaged in the work of sweeping would be provided with hand gloves.
14. The Successful Bidder shall provide only those workers whose antecedents have been verified by the Police and shall be responsible for their acts in the premises of the MNNIT Allahabad.
15. The Successful Bidder shall deposit security equal to 5% of the amount of the annual contract value as security deposit.
16. The Successful Bidder shall prepare monthly bill with a cycle of 26th of the previous month to 25th of the current month by 28th of the current month and will make payment to the workers on the last working day of the month.
17. The payment shall be made by cheque/NEFT/RTGS and the agency shall get their workers' accounts opened in the banks.
18. The Successful Bidder shall maintain such other records as may be prescribed by MNNIT Allahabad from time to time.
19. The Successful Bidder shall supply a certified copy of their registration under the U.P. Shop & Establishment Act, the Provident Fund Act, ESI, Labor Rules and Income Tax/ Service Tax etc. to the Institute within three months from commencement of this agreement.
20. The Successful Bidder shall produce the monthly challans for deduction and deposit of ESI and EPF contribution in respect of all workers and furnish copies of periodical returns as and when they are submitted or due to the various Government Departments.
21. The Successful Bidder shall be responsible for the registration under Contract and Labour (Abolition) Act in respect of employees/workers engaged by them.
22. The Institute shall have a right to ask for the replacement of a worker who is not found suitable for the work or adjudged undesirable worker by the Institute.
23. The Successful Bidder shall provide a list of the workers with their ESI and EPF registration numbers.
24. The Successful Bidder shall handover a list of the inventory he is bringing in the MNNIT Allahabad premises and shall also be responsible for their safety and security. However, a room shall be provided to keep his material safe under lock and key.
25. The Successful Bidder shall provide a Supervisor who will be available during the working hours of the Office and shall be responsible for all the activities of their workers and he should be competent to deal with the subject.
26. The Successful Bidder shall provide a bio-data of all the persons engaged by him for working in the MNNIT Allahabad premises.
27. The Successful Bidder shall deploy only such workers as are physically and mentally fit and a certificate to that effect should be enclosed with the biodata of the worker.
28. The contract may be terminated by either party after giving written notice of not less than one month.
29. The manpower provided shall work in neat & tidy uniform for which the cost will be borne by the Successful Bidder. The identity badges will be provided by the Successful Bidder. It shall be displayed on the uniform of all the manpower provided.
30. Any theft, loss to the MNNIT and breakages caused by the Successful Bidders personnel directly or through their negligence shall be borne by the Successful Bidder.

[10/22]

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

31. The Successful Bidder will not allow his employees to participate in any trade union activities for agitation in the premises of this MNNIT.
32. The MNNIT Administration shall pay the amount of monthly bill of the Successful Bidder by cheque/Electronic Transfer in the name of Successful Bidder firm and not to his personnel.
33. MNNIT Allahabad shall not be responsible for any injury or loss of life of any worker of the service provider that may take place while on work. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the Successful Bidder.
34. The requirement of workers may change from time to time and the same shall be arranged accordingly by the service provider. In any emergency or special function additional staff may have to be provided by the service provider and for such services, the service provider will be entitled to be paid the normal rates as above.
35. Suitable number of female workers shall be provided as per requirement as advised by the MNNIT Allahabad.
36. The attendance register of the staff deployed on contract basis will remain with the caretaker of the MNNIT Allahabad who will verify the attendance of the staff for each month. The supervisors of the service provider will perform the duty in two shifts i.e. morning and night with simultaneous rotation on daily basis.
37. The Successful Bidder cannot change any deployed staff without prior information/ permission of the MNNIT Allahabad administration.
38. **SUB-LETTING:** No part of the contract shall be sublet without the written permission and approval of the Director, MNNIT Allahabad nor shall transfers be made by 'Power of Attorney' authorizing others to carry out the work or receive payment on behalf of the tenderer.
39. **Evaluation of Technical Bids:** Bids received and found valid will be evaluated by the MNNIT Allahabad to ascertain the best-evaluated bid for the complete work/services under the specifications and documents. The tenderer should take care to submit all the information sought by the MNNIT Allahabad in prescribed formats.
- (i) Firm's relevant experience and strength-Profile of agency, registration details, and experience of similar works, annual turnover, and total manpower employed.
 - (ii) Qualification/Relevant experience of key personnel.
40. **Award of work:**
- (i) The selection of the agency will be at the sole discretion of the MNNIT Allahabad who reserves its right to accept or reject any or all the proposals without assigning any reason.
 - (ii) The Annual contract for providing skilled/unskilled manpower to MNNIT Allahabad shall be awarded to the best qualified responsive tenderer.
 - (iii) Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer.
41. **Performance Guarantee:**
- (i) The successful bidder should give performance guarantee in the form of an irrevocable bank guarantee amounting to **5% of the annual contract value.**
 - (ii) The performance guarantee should be furnished by the successful Bidder after the letter of acceptance has been issued, but before signing of the agreement and should be valid for 60 days beyond expiry period. The agreement should normally be signed within 15 (Fifteen) days after the issue of Letter of Acceptance (LOA) and Performance Guarantee should also be submitted within this time limit.
 - (iii) Performance guarantee shall be released after satisfactory completion of the work and confirmation that all contractual obligation have been fulfilled by the Successful Bidder and that there is no dues from the Successful Bidder against the contract concerned. Before releasing the PG an unconditional and unequivocal, no claim certificate from the Successful Bidder concerned shall be obtained
42. **Scope of Work**
Providing skilled and unskilled manpower for various Institute activities, such as:
- (1) Cleaning/Sweeping
 - (2) Office Attendant
 - (3) Workers for lawns & gardens work
 - (4) Qualified persons for technical works in departmental laboratories, offices and various sections of the Institute.
 - (5) Electricians, Plumber, Mechanic, Carpenter, Helpers etc. for Civil/Electrical/Mechanical related maintenance jobs.
 - (6) Any other related requirements, projected time to time.

Chapter-4

TECHNICAL BID (PART-1)

Following proforma documents (in form of **Annexure-I to Annexure-XVI**) will form part of Pre-qualification bid, i.e., Technical Bid (Part-1).

All Annexures given below must be SCANNED (duly signed and stamped) and uploaded ONLINE on portal www.tenderwizard.com/MNNIT and submitted in physical to the purchase office on or before due date and time.

No document in support of minimum eligibility criteria will be accepted after opening of tender.

Annexure I:	Declaration
Annexure II:	General Information
Annexure III:	Organizational structure of the firm
Annexure VI:	Details of Manpower Available
Annexure V:	Financial Information
Annexure VI:	Details of completed projects each with an outlay of ₹ 40 Lakhs or more in the last 3 years.
Annexure VII:	Details of ongoing projects
Annexure VIII:	Information on works with existing commitments
Annexure IX:	Tenders submitted but pending finalization
Annexure X:	Turn over for the last 3 years
Annexure XI:	Details of legal cases pending against the firm during the last three years
Annexure XII:	Details of key personnel to be provided for the work
Annexure XIII:	Questionnaire
Annexure XIV:	Affidavit Regarding Blacklisting/ Non-Blacklisting.
Annexure XV:	Manpower deployment schedule
Annexure XVI:	Earnest Money Deposit / Bid Security Form

All the information provided must be supported by authenticated documents.

This Annexure is given below must be SCANNED (duly signed and stamped) and uploaded ONLINE on portal www.tenderwizard.com/MNNIT and submitted in physical to the purchase office on or before due date and time.

<Company Letterhead of Bidder/Tenderer>

Annexure-I
DECLARATION

I/We have read and examined the Notice Inviting Tender, Instructions to bidder, and Specifications applicable, General Conditions of Contract, clauses of contract, Special conditions & other documents and rules referred to in the conditions of contract, standard forms, and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified within the time specified in accordance in all respect with the specifications, and instructions in General Rules and Directions and the Conditions of contract provided for, by, and in respect of accordance with, such conditions so far as applicable.

- (a) I/We agree to keep the tender open for 120 days from the date of opening of Price Bid and not to make any modification in its terms and conditions.
- (b) I/We are enclosing tender document cost ₹ 0 0 ..vide demand draft no. 0 0 dated 0 0 .issued by 0 0
- (c) I/We are enclosing requisite Earnest Money Deposit of ₹ 0 0 0 0 0 0 . vide Demand Draft/Cash receipt/FDR/Bank Guarantee no. 0 0 0 0 0 0 dated 0 0 0 0 0 0 issued by 0 0 0 0 0 0 ..
- (d) If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that MNNIT Allahabad shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that MNNIT Allahabad shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, otherwise the said performance guarantee shall be retained by MNNIT Allahabad towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in the tender form.
- (e) We have filled and signed the tender documents and the same are enclosed herewith.
- (f) We are hereby returning this copy of DECLARATION duly signed.
- (g) The commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity to be paid*

Sl. No.	Name of Recipient	Address	Reason
1.			
2.			
3.			

I/We 0 0 0 0 0 0 0 0 0 0 of M/s 0 0 0 0 0 0 0 0 0 0 hereby certify that **there is no deviation** from the tender conditions either technical or commercial and I am/we are agreeing to all the terms and conditions mentioned in the Tender Specification.

We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

For & on behalf of M/s. _____

Signature: _____

Name: _____

Designation: _____

Complete Address: _____

Place :

Date :

Signature (with date) & Seal of Bidder/Tenderer

This Annexure is given below must be SCANNED (duly signed and stamped) and uploaded ONLINE on portal www.tenderwizard.com/MNNIT and submitted in physical to the purchase office on or before due date and time.

< Company Letterhead of Bidder/Tenderer >

Annexure-II

General Information

- 1) Name of the firm :
- 2) Address :
- 3) Contact person :
- Phone :
- Fax :
- Email :
- Cell Phone :
- 4) Place and year of Incorporation of the firm :
- 5) Registration No. (Copy to be enclosed) :
- 6) Constitution of the firm (Pvt. Ltd., Public, Proprietary) :
- 7) Name & qualification of the Chief Executive of the firm :

Signature (with date) & seal of Bidder/Tenderer

This Annexure is given below must be SCANNED (duly signed and stamped) and uploaded ONLINE on portal www.tenderwizard.com/MNNIT and submitted in physical to the purchase office on or before due date and time.

< Company Letterhead of Bidder/Tenderer >

Annexure-III

Organizational Structure of the Firm

Head of the Organization

- a. Name :
- b. Designation :
- c. Address :
- d. Telephone :
- Fax :
- Email :
- Cell Phone :
- e. Qualification :
- f. Age :
- g. Experience :

Signature (with date) & seal of Bidder/Tenderer

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< Company Letterhead of Bidder/Tenderer >

Annexure-IV

Details of Manpower Available

S. No.	Field of work	Manpower with more than 10 years experience	Manpower with 5 to 10 years experience	Manpower with lesser than 5 Year experience
1.				
2.				
3.				
4.				
5.				

Signature (with date) & seal of Bidder/Tenderer

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< Company Letterhead of Bidder/Tenderer >

Annexure-V

Financial Information

- 1) Turn over for the last 3 years (Furnish in Annexure X) :
- 2) Permanent Account No. (IT) :
- 3) Tax Identification No. (TIN) :
- 4) Service Tax Registration No. :
- 5) Audited balance sheet during the last 3 years (Enclose copies for the last three years) :
- 6) Income Tax Clearance Certificate (Enclose copies for the last three years) :
- 7) Solvency Certificate issued by Nationalized /Scheduled Bank. :
- 8) Whether any legal cases specific for supply, installation, testing and commissioning of Elevators are pending against the firm during the last five years, Please furnish Details (Furnish in Annexure XI). :

Signature (with date) & seal of Bidder/Tenderer

This Annexure is given below must be **SCANNED** (duly signed and stamped) and uploaded **ONLINE** on portal www.tenderwizard.com/MNNIT and submitted in physical to the purchase office on or before due date and time.

< Company Letterhead of Bidder/Tenderer >

Annexure-VI

Details of supply of skilled and unskilled manpower each with an outlay of ₹40 Lakh or more in the last 3 Years

(Enclose satisfactory completion certificate and date of completion from the competent authority of concerned department/organization in case of Govt. or Chief executive in the case of Private Organization. However, in case of certificate obtained from Private Organization, Supporting documentary proof such as Payment details, Bank statement, TDS certificate will also be required to be furnished.)

Sl. No.	Name	Name of the client	Description of work	Reference No.	Value of Contract (Rs. in Lakh)	Period of Contract
1.						
2.						

Signature (with date) & seal of Bidder/Tenderer

This Annexure is given below must be **SCANNED** (duly signed and stamped) and uploaded **ONLINE** on portal www.tenderwizard.com/MNNIT and submitted in physical to the purchase office on or before due date and time.

< Company Letterhead of Bidder/Tenderer >

Annexure-VII

Details of Ongoing Projects

(Enclose satisfactory completion certificate and date of completion from the competent authority of concerned department/organization in case of Govt. or Chief executive in the case of Private Organization. However, in case of certificate obtained from Private Organization, Supporting documentary proof such as Payment details, Bank statement, TDS certificate will also be required to be furnished.)

Sl. No.	Project name	Name of the client	Description of work	Contract No.	Value of Contract (Rs. in Lakh)	Date of Work Order	Stipulated period of completion	% progress achieved	Remarks
1.									
2.									

Signature (with date) & seal of Bidder/Tenderer

This Annexure is given below must be **SCANNED** (duly signed and stamped) and uploaded **ONLINE** on portal www.tenderwizard.com/MNNIT and submitted in physical to the purchase office on or before due date and time.

<Company Letterhead of Bidder/Tenderer>

Annexure-VIII

INFORMATION ON WORKS WITH EXISTING COMMITMENTS

Sl. No.	Description of Work	Place and State	Name and address of Client	Value of Contract (Rs. in lakh)	Stipulated period of completion	Remarks
1.						
2.						

Signature (with date) & seal of Bidder/Tenderer

This Annexure is given below must be **SCANNED** (duly signed and stamped) and uploaded **ONLINE** on portal www.tenderwizard.com/MNNIT and submitted in physical to the purchase office on or before due date and time.

<Company Letterhead of Bidder/Tenderer>

Annexure-IX

TENDERS SUBMITTED BUT PENDING FINALISATION

Sl. No.	Description of Work	Place and State	Estimated value of works (Rs. in lakh)	Stipulated period of completion	Date when decision is expected	Remarks
1.						
2.						

Signature (with date) & seal of Bidder/Tenderer

This Annexure is given below must be **SCANNED** (duly signed and stamped) and uploaded **ONLINE** on portal www.tenderwizard.com/MNNIT and submitted in physical to the purchase office on or before due date and time.

< Company Letterhead of Bidder/Tenderer >

Annexure-X

Turn Over for the last 3 years

Sl. No.	Year	Turn Over (Rs. in crore)	Remarks
1.	2012-13		
2.	2013-14		
3.	2014-15		

Signature (with date) & seal of Bidder/Tenderer

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Annexure-XI

Details of legal cases pending against the firm during the last three years

SL.	ORGANISATION AGAINST WHOM THE LITIGATION IS INVOLVED	BRIEF DETAILS OF DISPUTE	AMOUNTS INVOLVED (₹)	PRESENT STATUS	Remarks
1.					
2.					

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Annexure-XII

Details of Key Personnel to be provided for the work

Sl. No.	Key Personnel	Name & Qualification	Years of Experience
1.			
2.			
3.			
4.			

MNNIT, Allahabad shall have the right to demand augmentation of the staff if required.

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Annexure-XIII

QUESTIONNAIRE

[NOTE: Questionnaire to be answered by the bidder by writing YES or NO in the box given. If any of the questions is not applicable, please mention as %Not Applicable (NA)-]

Sl. No.	Description	Yes/No
1	Whether the bidder has understood the scope of work and agrees to deploy required man power.	
2	Whether the bidder has agreed to all Terms & Conditions given in the tender.	
3	Whether the bidder has their own code for ESI & PF. (A copy of the certificate to be enclosed).	
4	Whether the bidder has enclosed copy of the present Service / Sales / Works contract sales Tax registration certificates. If a vendor is exempted from the registration under Service / Sales Tax, the reason there of be stated.	
5	Whether the vendor / Successful Bidder is availing service Tax credit / VAT Credit for their inputs.	
6	Whether the vendor will submit Service Tax invoice as per the existing ACT and the rules their under.	
7	Whether the bidder agrees to Pay Wages as per Minimum wages Act, EL Wages, Holiday Wages as per existing Government rules. (Necessary proof should be submitted while claiming running bill and final bill.)	
8	Whether the PAN Number of the bidder is furnished. If exempted from IT, the exemption certificate shall be enclosed.	
9	Whether the bidder agrees to keep the validity of their offer for 120 Days from the date of opening of price bid and keep the prices firm throughout the contract period.	
10	Whether the bidder agrees for the payment terms of MNNIT.	
11	Whether the bidder has agreed to submit EMD of ₹ 6,00,000/- and has submitted the same along with technical bid. (If not enclosed the tender will not be considered).	
12	Whether the bidder has agreed to submit Security Deposit before commencement of the work.	
13	Whether the Bidder has enclosed the list of similar works carried out with supporting documents	
14	Whether the includability/excludability of the taxes and duties in the rates offered has been clearly indicated. If the same is not done, MNNIT will choose to assume the rates are inclusive only.	
15	Whether the bidder has submitted the proof of minimum average annual turnover for last 3 years for a value of ₹ 03 Crore or more.	
16	Whether the bidder has visited the site and ascertained the working conditions?	

Signature (with date) & seal of Bidder/Tenderer

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Annexure-XIV

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

(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 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 of Bidder with seal.

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<Company Letterhead of Bidder/Tenderer >

Annexure-XV

MANPOWER DEPLOYMENT SCHEDULE

The description of manpower should be deployed.

Category of worker	No. of persons
Supervisor (Minimum)	02 Nos.
Housing Keeping Staff Male/Female (Minimum)	23+2 = 25 Nos. (23 Male & 2 Nos. Female staff)

Signature of the Tenderer with seal

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<Company Letterhead of Bidder/Tenderer>

Annexure-XVI

EARNEST MONEY DEPOSIT / BID SECURITY FORM

Whereas¹ (hereinafter called "the Bidder") has submitted its bid dated..... (date of submission of bid) for the supply of (name and/or description of the goods/Service) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE..... (name of bank) of..... (name of country), having our registered office at..... (address of bank) (hereinafter called "the Bank"), are bound unto..... (name of Purchaser) (Hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) Does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including sixty (60) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

ō

(Signature of the Bank)

Name of Bidder


This Annexure must be submitted **ONLINE MODE ONLY** on website www.tenderwizard.com/MNNIT.

Chapter-5
PRICE BID (PART-2)

Name of work: Providing skilled and unskilled Manpower to MNNIT Allahabad, Allahabad.

THE FORMAT OF PRICE BID (PART-2) GIVEN BELOW AS SHOWN ON PORTAL www.tenderwizard.com/MNNIT SUBMITTED ONLINE MODE.

MANPOWER WAGES

 Motilal Nehru National Institute of Technology Allahabad					
Quoting Sheet for the Bidder					
NIT NUMBER- OT-89/MNNIT/Manpower outsourcing /2016					
NAME OF WORK:-“PROVIDING SKILLED AND UNSKILLED MANPOWER AT MNNIT ALLAHABAD”					
Name Of Firm/Contractor					
S.No	Category	Payment	Strength (Approx.)	Services charges (In % of Manpower Wages)	In Word
1	Skilled Manpower	As per minimum wages Act-1948 applicable for Central Government organization for Skilled Worker.	200		
2	Unskilled Manpower	As per minimum wages Act-1948 applicable for Central Government organization for Unskilled Worker	200		

Services charges: -----% of Manpower Wages

NOTE:

- 1) Service Tax as per rules will be paid over the Wages and Services charges only.
- 2) The number shown above are only indicative and the actual nos. will be decided by the Designated Authority of the Institute in consultation with the service provider, from time to time and depending upon the requirement of the Institute.
- 3) The quoted rates should be inclusive of all taxes; levies, statutory liabilities, bonus to the personnel employed for the work if any, accidental expenses incurred by the company in execution of the work, minor equipment profit & overheads of the company and any other known and unforeseen expenses. The rates shall be net and nothing extra shall be payable over and above the accepted rates.
- 4) The rates of the individual items accepted by the Institute shall remain valid for the modified numbers also and no claim on account of curtailment / additional quantum of work shall be entertained by the Institute.
- 5) The institute has a right to engage any other firms too, any time whenever it felt its requirement.
- 6) Payment of %killed/unskilled Manpower+ shall be as per rules of %the Minimum Wages Act 1948+ applied for Central Government for Watch and Ward category.
- 7) Quoted Service charges should be sufficient to meet out the statutory deductions.

For & on behalf of M/s. _____

Signature: _____

Name: _____

Designation: _____

Complete Address: _____

Place:

Date:

Signature (with date) & Seal of Bidder/Tenderer