

SHRI GURU GOBIND SINGHJI INSTITUTE OF ENGINEERING & TECHNOLOGY, VISHNUPURI, NANDED -431 606 (M.S.)

1.0 FACT SHEET:

Online tenders are invited by the Director, Shri Guru Gobind Singhji Institute of Engineering & Technology Vishnupuri, Nanded.

| 1 | Name of Work | Providing Man Powers (Skilled, Unskilled & High Skilled) services to | | |
|-------|---|---|--|--|
| | | the institute campus | | |
| 2 | Tender ID SGGSIE&T/EST/Man Power/2024-25/1 | | | |
| 3 | Objective | To find a registered and reputed service provider for Man Powers | | |
| | | (Skilled, Unskilled & High Skilled) services at the premises of Shri | | |
| | | Guru Gobind Singhji Institute of Engineering & Technology | | |
| | | Vishnupuri, Nanded | | |
| 4 | Tender cost | Non refundable price of Rs. 5000/- to be paid online | | |
| 5 | Earnest Money Deposit | Rs.4,20,000/- (Rs. Four lakhs twenty thousand only) to be paid online | | |
| | | (for details see D) clause 2) | | |
| 6 | Security Deposit 5.0 % of annual awarded contract value | | | |
| 6(i) | Initial Security Deposit | 2% of the annual contract value (inclusive of Earnest Money Deposit) | | |
| | | to be deposited in the form of bank guarantee / fixed deposit within | | |
| | | SEVEN DAYS of award of contract | | |
| 6(ii) | Balance Security | e | | |
| | Deposit | Bill in the course of the work. | | |
| | | be paid via online mode only. Any type of exemption for Tender fee or | | |
| | | n or considered. The tenders not accompanied by an earnest money | | |
| | | s "non-responsive" and may be rejected. The E.M.D. will be returned | | |
| | promptly to the unsuccess | | | |
| 7 | Validity of tenders | The tender shall be valid for a period of 120 days after the date of | | |
| | | opening of tender. | | |
| 8 | Period of contract | One year, may be extended based on performance | | |
| 9 | Whom to contact | The Registrar, SGGSIE&T, Vishnupuri, Nanded, may be contacted | | |
| | | during working hours. Office Ph. No. 02462-269161, 02462-269165. | | |
| | | Email- registrar@sggs.ac.in | | |

2.0 IMPORTANT DATES

2.1 Tender Schedule (Key Dates):

The Contractors are strictly advised to follow the Dates and Times allocated to each stage as mentioned online tender. All the online activities are tracked, and the electronic Tendering System enforces time locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the online Tender Schedule. At the sole discretion of the tender authority, the time schedule of the tender stages may be extended.

3.0 NOTICE INVITING E-TENDER

SGGS/EST/Manpower/2024-25/1

- e-tenders under Two Bid System (Technical Bid and Price Bid) are invited from registered and reputed Man Power Agencies for carrying out the job of Man Power services of the premises of Shri Guru Gobind Singhji Institute of Engineering & Technology, Vishnupuri Nanded -431606, initially for the period of one year on the terms and conditions set out herein below. The contract may be extended further depending on the need of the Institute and performance of the Agency.
- 2. The tender document consisting of Notice Inviting e-tender, General Scope of work, conditions of the contract etc. to be complied with and other documents can be downloaded from the website <u>www.sggs.ac.in</u> free of cost.
- 3. The tender is to be submitted online under two-bid system, i.e., Technical Bid and Price Bid respectively. Non-compliance with aforementioned condition will lead to rejection of the tender. The Technical Bid should be accompanied by requisite documents in support of Eligibility criteria in respective pockets. Price Bid is available in Annexure 'B'.
- 4. The EMD (if any) is liable to be forfeited, if the tender withdraws from the offer after submission of tender or after the acceptance of the offer and fails to remit the Performance Security Deposit.
- 5. The Technical Bid will be opened online as per tender schedule (key dates). A list of successful bidders who have technically qualified and also of those who have failed to qualify would be uploaded in the Institute's website (www.sggs.ac.in). In view of this, the bidders are advised to visit the Institute's website regularly.
- 6. Any query should be sent in writing by e-mail to registrar@sggs.ac.in clearly mentioning email and contact
- 7. The Bidders should fill all the blank columns in the BOQ (price bid) in Cover 2. No column in the price bid should be left blank. NIL or Negative quote will be treated as Non-Responsive **Rates should not be quoted anywhere else except the Price Bid.**
- 8. The successful bidder should be able to provide extra manpower as per the requirement of the Institute on extra payment as per the minimum wages' notifications of the Govt. of Maharashtra. Also, the man power mentioned in tender can be reduced as per the need of the institute and corresponding payment will be done.
- 9. Subsequent change, if any, to the tender would be notified in the Institute's website only.
- 10. The Institute reserves the right to reject any or all the bids without assigning any reason and the decision of the Institute shall be final and binding. The same will not be communicated personally.
- 11. If by any chance the dates on which the bids to be opened happens to be a holiday, it will be opened on the next working day of the Centre at the same time.

DIRECTOR

Shri Guru Gobind Singhji Institute of Engineering & Technology, Vishnupuri, Nanded.

4.0 PRE-QUALIFICATION CRITERIA (PQC)

Following are the requirements for pre-qualification of the manpower services tender.

| 1 | Didden about the second commencial | | | | |
|---|---|--|--|--|--|
| 1 | Bidder should have a valid certificate of Registration under the Shop and Commercial | | | | |
| | Establishment Act 1948 duly renewed. Or | | | | |
| | The bidder should be a company registered under the Indian Companies Act, 1956 | | | | |
| 2 | Bidder should have a valid registration certificate under Employees Provident Fund Misc. | | | | |
| | Provisions Act 1952 | | | | |
| 3 | Bidder should have a valid Registration certificate under the Employees State Insurance Act. | | | | |
| 4 | Bidder should have GSTIN Registration Certificate. | | | | |
| 5 | Bidder should have a Professional Tax Registration Certificate. | | | | |
| 6 | Income Tax Returns for any three financial years from 2020-21 to 2023-24 | | | | |
| 7 | The certificate issued by the Chartered Accountant of annual turnover should be 100 lakhs and | | | | |
| | above for each of three financial years. (i.e.2021-22, 2022-23, 2023-24). | | | | |
| 8 | Current Bank solvency certificate not less than 50 lakhs. | | | | |
| 9 | Bidder should have satisfactorily Completion Certificate for a single job of man power supply | | | | |
| | work for a period of one year costing not less than Rs.15.0 Lakhs per month in last five | | | | |
| | financial years (i.e. 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24) and up to the date of | | | | |
| | publishing the tender from Central Government/ state Government/ semi Government/ PSUs/ | | | | |
| | Pvt. Sector / IT Sector shall be eligible and only such offers shall be opened. Work Completion | | | | |
| | Certificates, which do not show clearly the amount of work done will not be accepted. Work | | | | |
| | order will not be considered as an experience certificate. | | | | |

N.B.: If there is any deficiency in the Statutory or Non-Statutory documents, the tender will be summarily rejected. During evaluation, the committee may summon bidders and seek clarification/ information or additional documents or original hard copy of any of the documents already submitted. If these are not produced within the stipulated time frame, the bid may be liable to rejection.

5.0 EVALUATION OF BID

5.1 Stage-1: Technical suitability of the bidders will be evaluated as per Pre-Qualification Criteria (POC)

5.2 Stage-2: Only those bidders who fulfil stage I criteria will be considered eligible for stag-2

Stage-2: Technical evaluation will be carried out based on the documents, submitted by the bidder as per Technical Bid. Following parameters carrying total 100 marks will be used to evaluate the Bidder' technical credentials,

| | | Marks breakup | | Allocation of Marks | | |
|-------|---|--------------------|-----|------------------------|-----|------------|
| S/No. | Particulars | | | Min | Max | Act ual |
| 1 | Average Annual Turnover of the previous | 1.0 to 4.0 crore | 10 | 10 | 20 | |
| | three financial years 2021-22, 2022-23, 2023- | >4.0 to 6.00 crore | 15 | | | |
| | 24 | >6.00 crore | 20 | | | |
| 2 | Year of establishment of the Firm | 1 to 3 years | 3 | 3 | 15 | |
| | | >3 to 6 years | 6 | | | |
| | | >6 to 9 yrs | 9 | | | |
| | | >9 to 12 yrs | 12 | | | |
| | | >12 yrs | 15 | | | |
| 3 | Number of years of experience of the Firm in | 2 to 5 yrs | 10 | 10 | 20 | |
| | relevant area, i.e., manpower supply works in | >5 to 10 yrs | 15 | | | |
| | Govt. /Semi-Govt. Autonomous Bodies / PSUs/ Pvt. Sector / IT Sector. | >10 yrs | 20 | | | |
| 4 | Number of years of experience in educational | 2 to 5 yrs | 15 | 15 | 25 | |
| | institutes of the Firm in relevant area, i.e., manpower supply works in Govt., Semi- | >5 to 10 yrs | 20 | | | |
| | Govt., Autonomous institutes, Private educational institutes. | >10 yrs | 25 | | | |
| 5 | Present operational contracts (works in hand) | 1 to 3 contracts | 5 | 5 | 10 | |
| | in the relevant area, i.e., manpower supply | 4 to 5 contracts | 7.5 | | | |
| | works in Govt. /Semi-Govt. Autonomous Bodies / PSUs/ Pvt. Sector / IT Sector. | >5 contracts | 10 | | | |
| 6 | Solvency Certificate. | 0.5 to 1.5 crore | 5 | 5 | 10 | |
| | | >1.5 to 3.00 crore | 7.5 |] | | |
| | | >3.00 crore | 10 |] | | |
| | Total marks of Stage-2 Evaluation | Maximum Marks | 100 | | | |
| | | | | | | |

Final score for technical bid is based on the following method:

Normalised Technical Bid Score =

Marks obtained in Technical Bid x 10

Highest marks of Technical Bid

For example, consider total marks obtained in technical evaluation by three bidders A, B & C are as follows:

| Bidder | Total Marks of Technical Evaluation |
|--------|-------------------------------------|
| А | 80 |
| В | 55 |
| С | 90 |

Thus, the technical scores for the bidders would be as follows:

| Bidder | Technical Score (TS) | |
|--------|----------------------|--|
| А | 8.89 | |
| В | 6.11 | |
| С | 10.00 | |

To be eligible for qualifying in first stage-II, the bidder must secure technical score 5.0 and above. From this stage, the final eligible list of bidders will be prepared and only their finance bid will be opened.

6.0 ONLINE BID SUBMISSION PROCEDURE

6.1 Envelope 1: TECHNICAL BID

The file should be saved in a PDF version and should comprise of the following items:

| Forwarding letter which consists of Index Table with list of documents attached with page no. | | |
|--|--|--|
| Duly completed scanned PDF of Registration Certificate Details | | |
| Duly completed scanned PDF of EPF Registration | | |
| Duly completed scanned PDF of ESI Registration | | |
| Duly completed scanned PDF of GSTIN | | |
| Duly completed scanned PDF of PT Registration | | |
| Scanned copies of Income Tax Returns for any three financial years as mentioned above | | |
| Scanned copies of documents of the Annual Turnover during each of three financial years as | | |
| mentioned above should be 100 lakhs and above. | | |
| Documents in support of fresh Solvency certificate from scheduled or nationalized bank not less | | |
| than 50 lakhs. | | |
| Duly signed scanned copies of documents in support of the bidder should produce satisfactory | | |
| credentials and experience of performing a single job of man power supply work for a period of one | | |
| year to the value of not less than Rs.15.0 lakhs per month and such certificates to satisfy the | | |
| prequalification criteria in Govt/ Semi-Govt./ Autonomous Bodies/ PSUs/ Pvt. Sector/ IT Sector. | | |
| Duly signed scanned copies of documents in support of year of establishment as mentioned | | |
| in 5.0 EVALUATION OF BID of this tender, stage-2 in table with Sr. No. 2 | | |
| Duly signed scanned copies of documents in support of experience as mentioned in 5.0 | | |
| EVALUATION OF BID of this tender, stage-2 in table with Sr. No. 3 | | |
| Duly signed scanned copies of documents in support of experience as mentioned in 5.0 | | |
| EVALUATION OF BID of this tender, stage-2 in table with Sr. No. 4 | | |
| Duly signed scanned copies of documents in support of works in hand as mentioned in 5.0 | | |
| EVALUATION OF BID of this tender, stage-2 in table with Sr. No. 5 | | |
| Scanned PDF of AFFIDAVIT as Annexure "A" duly signed and stamped | | |
| Any other additional information. | | |
| | | |

6.2 Envelop 2: (FINANCIAL BID- TENDER)

Sealed Envelope No.2. Must contain the following documents.

The second cover "ENVELOP No. 2" shall contain price bid in prescribed format available with the tender document as Annexure 'B'. This is to be uploaded on line in PDF format. The Tenderer should quote his offer in terms of **supervision charges** at the appropriate place of B.O.Q. (Annexure 'B'). He should not quote his offer anywhere directly or indirectly in "ENVELOPNO.1". His tender shall be unconditional.

7.0 ELIGIBILITY CRITERIA AND REQUIREMENTS:

- 1. It is compulsory to provide all the documents as mentioned in pre-qualification criteria in envelope no. 1 correctly and completely, otherwise his envelope no.2 will not be opened. Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the Statements, attachments submitted in proof of the qualification requirements.
- 2. a. The applicant must upload relevant documentary evidence along with the tender application form.b. Nondisclosure of relevant information or furnishing of incorrect information/ documents will suffer disqualification of the application.
- 3. The applicant must not have been at any time declared as insolvent or convicted for any offence by any Authority.
- 4. The applicant shall comply with all the requirements of labor laws; obtain all licenses / approvals/ permissions to carry on the business of providing security services.
- 5. The applicant must not have been prosecuted or suffered any penalty for violation of any labour laws by any Authority.
- 6. The applicant should not have rescinded/abandoned any security services or any other services awarded by this Institute or any of his clients before the expiry of prescribed period of contract.
- 7. The applicant should neither be a sub-contractor to any other entity/ person nor has at any time sublet contract awarded to the applicant to any other person.
- 8. The applicant does not suffer/ has not suffered any disqualification to render the security services at any time in respect of matters not enumerated herein.
- 9. The Contractors, who have already rendered such services at Institute, should not have any complaints against him from the Institute authority or the workers employed by him.
- 10. The Contractors will not be allowed to participate if their work records are impeccable and have complaints against him from the Institute authority or the workers employed by him.
- 11. The applicant should not be a party to any cartel at any time for processing any contract including the present Tender.
- 12. Any tender not complying with requirements/ conditions either wholly or partially shall be liable for rejection.

8.0 **OPENING OF TENDERS**

Following procedure will be adopted for opening of the Tender.

A. ENVELOP NO. 1: (TECHNICAL BID-DOCUMENTS)

Envelop No. 1 of the tender will be opened online to verify its contents as per requirements. If the scanned copies of various documents contained in this cover do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer's Envelop No. 2 will not be considered for further action and the same will be recorded. The decision of the tender opening authority in this regard will be final and binding on the contractors.

B. ENVELOP NO. 2 : (FINANCIAL BID-TENDER)

This Envelop no. 2 shall be opened online after opening of Envelop No. 1, only if contents of Envelop No.1 are found to be acceptable to the Department. The quoted tender rates of the items in Schedule 'B' of B.O.Q. shall then be read out from the template in the presence of bidders who remain present at the time of opening of Envelop No. 2.

9.0 AWARD OF CONTRACT (TENDER ACCEPTANCE):

Acceptance of tender will rest with the Director, **Shri Guru Gobind Singhji Institute of Engg. & Tech., Vishnupuri, Nanded** who reserves the right to reject any or all tenders without assigning any reason, therefore. The tenderer whose tender is accepted will have to sign the agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall be forfeited to the Institute and the offer of the tenderer shall be considered as withdrawn by him.

10.0 GENERAL INFORMATION:

- 1) The terms and conditions which will govern the contract made on behalf of the Institute are also enclosed.
- 2) The tenderers are instructed to read the enclosed Instructions. Terms & Conditions carefully before quoting the rates in the tender and comply with the same.
- 3) The tenderer should satisfy all the conditions and instructions, which are mentioned in the tender notice and in the pages of tender.
- 4) All the tenders are cautioned that the tender containing any deviation from the contractual terms and conditions, specifications or other requirements will be treated as "non-responsive" and rejected.
- 5) Alternative tenders are not acceptable.
- 6) Award is to be given to those tenders whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and as per the existing Laws which are applicable and fulfills the tender conditions.
- 7) The Director reserves the right to delete any item or items or to increase or decrease any item or items from the tender.
- 8) Immediately upon receipt of the tender documents, all tenderers are urged to submit a written request on matters where clarifications or additional information is desired with site engineer.
- 9) Corrections, if any, in the quotation should be duly authenticated with full signature. In case of any difference between the figures and the wordings, the wordings will be taken as the correct one.
- 10) The tenderers are advised to inspect the premises etc. where the services are required to be offered and assess for requirements themselves before submission of the tender.
- 11) The Director reserves the right to change the relevant dates; to accept or reject all or any of the applications; to accept any higher bid; or cancel all tenders without assigning any reasons whatsoever.
- 12) The applicant must furnish an appropriate declaration in respect of the terms and conditions mentioned herein along with the application form.
- 13) The right to accept any tender or reject the lowest or any or all the tender/s from any or all the agencies without assigning any reason is reserved, with the Director.
- 14) If the bid of price of contractors is found equal, then work is awarded to the agency who have higher score in technical bid evaluation.

11.0 INSTRUCTIONS FOR TENDERERS:

1. For filling the tender

- 1.1 The tenderer should upload scanned copy of forwarding letter which consist of Index Table with list of documents attached.
- 1.2 The tenderer should put his signature at the bottom of each page of document to be uploaded before scanning. If the tender is made by an individual, it shall be signed with his full name. If the tender is made by a proprietary firm, it shall be signed by the proprietor above his name of his firm. If tender is made by a firm in partnership it shall be signed by all the partners of the firm above holding the power of attorney for the firm for signing the contract in which case a certified copy of the partnership deed, current address of the firm and the current address or all the partners of the firm shall also accompany the tender.
- 1.3 All witnesses and sureties shall be persons of status and probity, and their full name, occupations and address shall be started below their signature.
- 1.4 No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on the Institute unless it is signed by the Director & Secretary of the Institute.

12.0 TERMS AND CONDITIONS OF CONTRACT:

CLAUSE 01.

Tendered rates shall include all the taxes, levies, any other taxes, which are applicable as per the rules of Government of India and Govt. of Maharashtra, excluding Goods and Service Tax.

CLAUSE 02 Earnest Money Deposit (E.M.D.)

- 2.1 Ernest money as stipulated in the tender shall accompany the tender. The EMD shall remain deposited with the Institute for a period of at least 180 days from the date of opening of the tender.
- 2.2 The EMD shall be refunded to the unsuccessful tenderer only after finalization of the contract. No interest shall be payable by the Institute on EMD.
- 2.3 The EMD is liable to be forfeited if the tender withdraws or amends or derogates from the tenderer, any condition in any respect within the period of validity of his offer.
- 2.4 The EMD of the successful tenderer will be adjusted towards the security deposit.
- 2.5 If, after submitting the tender, the contractor withdraws his offer or modifies the same, or if after the acceptance of his tender the contractor fails or neglects to furnish the balance amount of security deposit the Institute shall be entitled to forfeit the full amount of earnest money deposited by him.

CLAUSE 03. Security Deposit:

- 3.1 The amount of **Security Deposit is 5% of annual tender cost**. The successful tenderer will be required to deposit 2 % of SD at the time of agreement in the form of a Bank guarantee/ fixed deposit and the remaining 3 % is deducted from every running bill.
- 3.2 The Bank guarantee/ fixed deposit less any amounts due under the clause No. (04) "Recoveries" shall be returned to the agency after end of the contract without interest on amount and subject to officer in-charge certifying that no liability attaches to the Contractor/agency.
- 3.3 The Bank guarantee or part of Bank guarantee/ fixed deposit as decided by Director will be liable to forfeit in the event of non-fulfillment of terms and conditions by the tenderer or contract is terminated due to bad workman ship or non-fulfillment of items in Schedule "B". Any loss from the bad services of the Contractor as determined by the authority is recoverable for security deposit.
- 3.4 If the successful tenderer fails, in course of the agreement period, to comply with the terms and conditions of the Agreement, the Bank guarantee may be forfeited in full or in part as decided by the Competent Authority.
- 3.5 The Bank guarantee/ fixed deposit will be released after one month only on successful completion of the agreement period.
- 3.6 After completion of contractual period if contract extended further, the agency has to deposit additional Bank guarantee/ fixed deposit for this extended period. Total deposit will be refunded after one month only on successful completion of the agreement period. No interest will be payable on this

security deposit. The EMD of the successful tenderer will be refunded after depositing full Security Deposit in the form of Bank guarantee/fixed deposit.

- 3.7 The Security deposit less any amounts due under the clause no. (04) "Recoveries" shall be returned to the agency after end of the contract without interest on amount and subject to officer in-charge certifying that no liability attaches to the Contractor/agency.
- 3.8 The security deposit or part of security deposit as decided by Director will be liable to forfeit in the event of non-fulfillment of terms and conditions by the tenderer or contract is terminated due to bad workman ship or non-fulfillment of items in Schedule "B". Any loss from the bad services of the Contractor as determined by the authority is recoverable for security deposit.
- 3.9 If the successful tenderer fails, in course of the agreement period, to comply with the terms and conditions of the Agreement, the security deposit may be forfeited in full or in part as decided by the Competent Authority.

CLAUSE 04. Recoveries:

Any recovery advised by the Institute shall be recovered from any bill or money retained in the form of security deposit.

CLAUSE 05. Submission of Bills & Payments:

- 5.1 The bills of the Contractor will be paid monthly after the successful completion of one month of the work, subjected to submission of the bill supported with the satisfactory work report from the Department concerned.
- 5.2 The payment will be made within 3 weeks from the date of submission of the bill along with supporting documents subjected to clarification of satisfactory work done by the Department Concerned.
- 5.3 The contractor shall submit its monthly bill on or before the 5th day of the succeeding month along with Statutory Compliance Report and necessary supporting documents.
- 5.4 SGGS Institute shall have a right to withhold the payment of monthly bill in case the Contractor fails to produce a proof of the payments made by them to the employees deployed by them and statutory compliance. The contractor shall, in no case, withhold the payments due to their employees for any reasons, whatsoever, including that on account of non-clearance of its bills by the Institute.
- 5.5 All payments to the agency shall be made through crossed Account Payee cheques / NEFT /RTGS.
- 5.6 The tenderer should have to provide additional security guards as and when required for any cultural function. The duty hours of these guards may be less than eight hours, in such situations payment of guards is done by Pro rata.

CLAUSE 06. Deductions:

Payment, as in clause 05 above, shall be subjected to deductions of any amount for which the contractor is liable under the contract against this tender or the Income tax and or any other taxes as per rules of Government wherever applicable.

CLAUSE 07. Acceptance of tender:

The right to accept any tender or reject the lowest or any or all the tender/s from any or all the agencies without assigning any reason is reserved, with the Director. Acceptance of tender will be communicated by a formal acceptance letter. No intimation will be given to the unsuccessful tenderers.

CLAUSE 08. Contractor Period and Extension:

Ordinarily the contract is for one year. In this year, if work is found satisfactory, after further review and evaluation, can be renewed further for one more year each time, subject to maximum of two such extensions on the same terms and conditions subject one-month advance consent by both the parties prior to the termination of the Contract. However, in case of bad or non-performance, The Director, S.G.G.S. Institute of Engineering & Technology, Vishnupuri, Nanded may put an end to the agreement at any time during the contractual period by giving fifteen days' notice to the contractor. Also, the contractor can request the termination of the contract with a note of 30 days.

CLAUSE 09: Safety Provisions and Accidents:

- 9.1 The contractor shall take all the necessary precautions while working and safeguard the institutes property, Institutes employees and adjacent property.
- 9.2 If any worker is injured or rendered partially / permanently disabled/ indisposed due to any reason such as accidents, fire, ill health etc. during the period of their service, it would be the sole responsibility of the contractor to take care of them and to pay necessary compensation in respect of such persons as per the relevant labour laws including all medical expenses, legal expenses etc. Institute does not hold any responsibility in regard whatsoever.

CLAUSE 10. Default by Contractor:

If the Contractor / agency shall neglect or fail to proceed with the works with due diligence or violate any of the provisions, terms and conditions of the contract, the Director or Officer–in-charge may give the contractor/agency a notice identifying deficiencies in performance and demanding corrective action.

If the Contractor fails to take satisfactory corrective action within fifteen days after the receipt of the notice, the Director will terminate the contract in whole or in part. In case the entire contract is terminated, the amount of security deposit together with the value of work done but not paid shall stand forfeited to the Institute.

CLAUSE 11. Workmen Employed by Contractor:

- 11.1 Appointment of minors is strictly prohibited. Therefore, the age proofs of all workers along with their photos, Bio-data and credentials will have to be submitted upfront by the contractor to the Registrar. If any worker is found unsuitable by Registrar, the contractor shall replace that person forthwith, with a suitable substitute.
- 11.2 Above contract is placed temporarily and no liability lies with the Institute for regulation of worker's/ Supervisor/person provided by Contractor.
- 11.3 Any worker suffering from any ailment should be quarantined or replaced.
- 11.4 Consumption of alcohol, misbehavior and obnoxious by the workers are strictly prohibited and liable for exemplary penalty and/or expulsion. The onus of its strict implementation lies on the contractor.
- 11.5 An attendance sheet as prescribed by the Registrar will be submitted to institute administration daily, by the contractor, duly signed by all the Skill, Unskilled & Highskilled persons with their entry and exit time.
- 11.6 The workers, supervisor or other persons deployed by the agency shall have to carry with them Identity card duly issued by the agency for our checking and satisfactions.
- 11.7 The contractor/Agency shall furnish to the Institute information of workers/Supervisors employed by him immediately after accepting the work order and subsequent in the interval of two months.
- 11.8 The Institute will not provide any housing facility to any worker or any other person. The Contractor / agency have to make their own arrangements. Institute will help in setting up of Establishment Section.
- 11.9 The Contractor should have to make the insurance of all the workers working in the Institute under this contract under ESIC.
- 11.10 The Contractor / agency will have to maintain muster roll and submit it as and when asked by the competent authority of the Institute.
- 11.11 Contractor should keep the records regarding the monthly payments, PF account and other statutory payments as per labour laws.
- 11.12 This contract is placed temporary and no liability lies with the Institute for regulation of worker's/ supervisors / Skilled, Unskilled & High skilled persons provided by you.
- 11.13 The engagements of the security guards are purely on temporary basis. The duty hours will be limited to 8 (eight) hours for each Skilled, Unskilled & High skilled persons.
- 11.14 The Skilled, Unskilled & High skilled persons should be well mannered, disciplined, alert and medically fit. They should be able to 12th & Graduate.

CLAUSE 12. Sub-letting:

The Contractor / agency shall not sub-let any portion of the contract without the written permission of the Director.

CLAUSE 13. Notice and Instructions:

- 13.1 Any communication regarding the opening, extension and cancellation of tender or any correspondence with regards the tender will be done only through E mail addresses and or on telephone no. / Mobile no. as provided by the bidders during the course of tender, hence it is advised to check the respective E mail account regularly till the completion of this process.
- 13.2 The Contractor shall furnish the correct postal address of his head office. Any notice or instruction to be given to the Contractor shall be deemed to have been served if it has been delivered to his authorized person / Registrar or representative at site of work or sent by registered letter to the office or to the address of the firm last provided by the contractor / agency.

CLAUSE 14. Compensations:

Compensation for all damages done intentionally or unintentionally by Contractors workers or any other person whether in or beyond the limits of Institute property including any damage caused by the spreading of fire or any other damage shall be estimated by Site Engineer or such other officer as he may appoints and the estimates subject to the decision of Director on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the security deposit or reduced from any sums that may be due or become due from Institute to Contractor / agency under this contract or otherwise.

The Contractor shall bear the expenses of defending any action or other legal processing's that may be brought by any persons for injury sustained by him owing to neglect of precautions of safety provisions and he shall pay any damages and cost that may be awarded by the court in consequence.

CLAUSE 15. Compliance to local laws:

The contractor shall follow all rules/ regulations in force, and it will be the sole responsibility of contractor to abide by the provisions of following Acts as to the workers engaged by him for performance of the service.

- A] Child Labour Abolition and Rehabilitation Act, 2006
- B] Labour and employment Act 1972.
- C] Workmen Compensation Act 1923.
- D] Contract Labour (Regulation & Abolition) Act 1970.
- E] The Minimum Wages Act 1948.
- F] Employees' Provident Fund Act 1952.
- G] Employees' State Insurance Act 1948.
- H] Payment of wages act 1935.
- I] Payment of Bonus act 1965.
- J] Weekly Holiday act 1942.
- K] Minimum wages rule 1963.

M] Any other Act or Legislation which may govern the nature of contract / may be introduce later.

N] Maharashtra Labour welfare fund ACT. (Bombay act No. XL of 1953)

Contractor/Agency will be responsible for all legal provisions under various applicable Acts. The rate quoted by the contractor should fulfill all financial liabilities paid towards workers by the contractors such as (Insurance, P.F.). The Institution will not be responsible for any complaints raised during the contract.

The rates agreed for the wages of labors and accepted herein shall not be less than Minimum Wages prescribed by State Government of Maharashtra notified minimum from time to time, as applicable during the contract period. The change which might occur on account of change in Basic and Dearness Allowance (DA) declared by the Government of Maharashtra, from time to time during the operative period of this Contract will be applicable considering parameters such as EPF, ESI, HRA and Bonus. The contractor shall not be entitled to raise any demand imposing additional financial burden on the Institute on any account, excluding rise / decline in Basic and Dearness Allowances, EPF, ESI, HRA, Labour welfare fund and Bonus as mentioned above.

The successful bidder will have to make an agreement in a prescribed format, on stamp paper of Rs. 500/- (purchased by him at his own cost), immediately after receipt of the Work Order and payment of initial security deposit.

The following documents shall form the parts of this Agreement and parties hereto shall abide the same: A. Tender document: All additional terms and conditions mentioned in the Tender Document sold as blank

- Tender Form and subsequently submitted by the contractor while submitting his offer.
- B. Bill of Quantities (Schedule –B).
- C. Minutes of Pre-bid meeting if any and common set of conditions and deviations issued with reference to Pre-bid Meeting.
- D. Letter of Negotiations.
- E. Work Order.

CLAUSE 17. Risk and cost

In case of failure of the agency to provide satisfactory service, the institute reserves the right to get the Skilled, Unskilled & High skilled Services work done from any other agency at1.2 times the normal monthly rate quoted in the tender and at the risk and cost of the terminated agency. The additional expenditure made by the Institute will be recovered from the dues to the contractor.

CLAUSE 18. Special Conditions of Contract:

- 18.1 The Director, S.G.G.S. Institute of Engineering & Technology, Vishnupuri, Nanded is the arbitrating authority, any matters of dispute/differences out of this contract, his decision in the matter shall be final and binding on the contractor. However, if not satisfied by the decision then the procedure will be as per India Arbitration Act.
- 18.2 The Contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are liable on him without any extra cost to the Institution.
- 18.3 The contractor has to attend meeting with competent authority as and when required. He should attend at least one meeting in every month.
- 18.4 In case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor/agency to the Director for his information within 20 days.
- 18.5 The Institute reserves the right to change the number of duty posts and it is obligatory upon the Contractor to reduce or increase the number of Skilled, Unskilled & High skilled persons / Supervisors immediately. Such a change will be informed to Institute in writing.
- 18.6 The contractor shall provide gift parcels of sweets to each attendee, costing not less than Rs. 500/- on the eve of DIWALI FESTIVAL. No separate claims will be made to the agency for this expenditure.
- 18.7 Any disputes or differences, Questions whatsoever arises from this Tender or Contract will subject to NANDED JURIDICTION ONLY.

CLAUSE 19. : Penalty:

The selected contractor/agency should be fully responsible for total Skilled, Unskilled & High skilled persons of the campus. Regarding standards of Skilled, Unskilled & High skilled persons and imposing of penalty due to non execution of work wholly or in part Director or Registrar decision would be final and binding on the contractor. The same should be deducted from the monthly bill.

CLAUSE 20.SCOPE OF THE WORK:

The selected contractor/agency should be fully responsible for total Skilled, Unskilled & High skilled of the campus. The Skilled, Unskilled & High skilled services includes following works.

1. Workers Duties & Uniform :

1.1 The agency shall provide separate-colored uniforms for Skilled, Unskilled & High skilled (2 sets to each worker). All Skilled, Unskilled & High skilled shall wear their uniforms neat and clean with photo ID badges throughout, while they remain in Institute Campus.

- 1.2 The workers, Skilled, Unskilled & High skilled or other persons deployed by the agency shall be well dressed and have to carry with them Identity card duly issued by the agency for our checking and satisfactions. Agency should provide two dresses Skilled, Unskilled & High skilled person with his own cost. The agency should provide supervisors with communication facilities such as mobile phones to be contacted by Registrar for any problem.
- 1.3 Manpower requirement:

Following is the requirement of manpower to the institute. The quantity given below may increase or decrease as per need.

| Sr. No. | Particulars | Qty. | Basic | Special allowance |
|------------|--------------|------|----------|----------------------|
| 1 | High Skilled | 14 | 15500.00 | 3614.00 |
| 2 | Skilled | 70 | 11632.00 | 3614.00 |
| 3 | Unskilled | 57 | 10021.00 | 3614.00 |

DECLARATION

I hereby agree with all the Terms & Conditions mentioned above without any condition whatsoever. I also further agree that all the deficiencies will attract penalty, and the recovery will be effect without any notice to me.

In case of my premature withdrawal from the Skilled, Unskilled & High skilled **services** for any reason, whatsoever, during the period of the agreement or in case of my failure in course of the agreement period to comply with these terms and conditions, the **DIRECTOR** is at liberty to forfeit my security deposit and can execute work at Risk and Cost mentioned in CLAUSE No.17.

| | Signature with seal nission of tender) | | |
|--------------|--|----|---------|
| Name | : | | |
| Street | : | | |
| Village/City | : | | Taluka: |
| District | : | | |
| Pin | : | | |
| Date the | day of | of | _202 |

Annexure- 'A'

(On Rs.100 Bond Paper)

AFFIDAVIT

| Ι | Age | | Years | residing | at |
|---|---------------|---------------|--------------------------------|-----------------|--------|
| | 1 | by way of th | is affidavit d | lo hereby sole | mnly |
| affirm and declare that I | Proprie | etor/ Partner | of the | | |
| Firm and submitting he tender for the work of "Pro | oviding Sk | illed, Unskil | led & High | skilled servic | es to |
| the campus of Shri Guru Gobind Singhji Institute | e of Engin | eering and ' | Fechnology ⁵ | " The docume | nts, I |
| have submitted in Envelope No. 1 are true and corre | ect. I furthe | er solemnly a | affirm that th | nere is no inco | rrect |
| or misleading or incomplete information submitted | in the do | cuments. If | the incorrec | t or misleadin | ıg or |
| incomplete information is found in the documents, | I will be | responsible 1 | for the legal | consequences | and |
| eligible for legal action. | | | | | |

Contractors Signature with Seal

Annexure- 'B'

SHRI GURU GOBIND SINGHJI INSTITUTE OF ENGINEERING & TECHNOLOGY, VISHNUPURI, NANDED-431606 (M.S.)

SCHEDULE "B"

for

Providing manpower services to the Institute

Price Bid to be submitted online

| 1 | Tender Inviting Authority: | Director, SGGSIE&T, Vishnupuri, Nanded | | |
|---|----------------------------|---|--|--|
| 2 | Name of Work: | Providing Man Powers (Skilled, Unskilled & High Skilled) services | | |
| | | to the institute campus | | |
| 3 | Tender Reference No.: | SGGSIE&T/EST/Manpower/2024-25/1 | | |
| 4 | Name of Bidder / Firm: | | | |

PRICE SCHEDULE

(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant column, else the bidder is liable to be rejected for this tender. Bidder are allowed to enter the Bidder Name and values only)

| Sr. | Particulars | Rate in PERCENTAGE of total Estimated Value | | |
|-----|-------------------------------------|---|----------|--|
| No. | | Rs.28,34,882.00 | | |
| | | In figure (%) | In Words | |
| 1. | Contractors' Supervision Charges | | | |

I confirm to abide by these rates are all through the contractual period.

Date:

Sign. of CONTRACTOR Seal of firm

*The rate quoted above should be excluding GST (Goods & Service Tax)

**Quoted rate shall be above 2% considering income tax deduction. If rate is quoted below & equal to 2%, tender stands non-responsive & will be rejected.

*** The digit of quoted rate should not be more than two decimals.