



Rs. 500/- +
18% GST

NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BENGALURU

TENDER DOCUMENT
NO: 5410(2)/Estt./MPS Payment/17-18

FOR

RATE CONTRACT FOR PROVIDING MANPOWER SERVICE

Ref No.: NIT- 08 / 2017-18

Date of Publication: 24.12.2017

Rate Contract form issued to:

- Sale of Tender commencing from **26.12.2017**
- Closing Date & Time of submission of Rate Contract Form: **18th January, 2018 upto 12.30 pm.**
- Date & Time of opening of Technical Bid: **18th December, 2018 at 03.30 pm**
- Date and Time of financial Bidding: **will be notified to the short listed bidders.**

Note: 1. This tender document contains 14 pages and bidders are requested to sign on all the pages

2. This tender document can also be downloaded from the website –

www.nift.ac.in/bengaluru/businessopportunities.html

3. THE TECHNICAL BID & THE FINANCIAL BID SHOULD BE SEALED BY THE BIDDER IN SEPARATE COVERS DULLY SUPERSCRIBED & BOTH THESE SEALED COVERS ARE TO BE PUT IN A BIGGER COVER WHICH SHOULD ALSO BE SEALED & SUPERSCRIBED “TENDER FOR MANPOWER SERVICES”

**NIFT Campus, C.A. Site No.21, 16th Cross, 27th Main Road, Sector –I, HSR Layout,
BENGALURU - 560 102,**

Ph. – (080) 2255 2550 – 55, Fax # 2255 2566



Tender for providing Manpower Services at NIFT, Bengaluru Centre.

NIFT - Bengaluru Centre invites quotations under the **Two Bid System** from interested parties to bid in sealed covers for providing Manpower Services at various levels at NIFT, Bengaluru. The first part is the **Technical Bid**, consists of technical requirements and general terms & conditions and the second part is **Financial Bid**.

General Instructions:

1. The cost of the tender document is Rs.500/- + 18% GST i.e Rs. 590 and tender document can be obtained from the Assistant Director on payment by Demand Draft / pay order of Rs.590/- (non refundable) in favor of NIFT, Bengaluru payable at Bengaluru. DD should be taken after the advertisement date.
2. No tender document fee, if downloaded from the website as follows www.nift.ac.in/bengaluru/businessopportunities.html
3. Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected.
4. The schedule issued with the form of tender; listing the services to be rendered, must not be altered by the tenderer. Any modification / alterations of the schedule considered necessary by the tenderer should be in the separate letter accompanying the tender. No paper shall be detached from the tender.
5. The name and address of the tenderer shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer.
6. The tender is liable to be ignored if complete information is not given there-in or if the particulars of data (if any) asked for in the schedule to the tender are not filled in.
7. Tenders received after the specified date and time, due to whatever reason including postal delays, will not be considered.
8. In case the day of tender opening declared Holiday, the tender will be opened on the next working at the same time.

Technical Requirement for the Tendering Manpower Service Provider

1. The tendering manpower service provider should fulfill the following technical specifications at the time of bidding and produce documents as proof of each :
 - a) They should be registered with the appropriate statutory registration authorities.
 - b) They should have at least three years' experience in providing manpower to Government Departments, Private Companies, Public Sector Undertakings etc. (Sl. No: 8 in Annexure - I, page no: 11)
 - c) They should have own Bank Account in any nationalized/schedule banks



- d) They should be registered with appropriate authorities under Employees Provident Fund (EPF) and Employees State Insurance Acts (ESI) and such other applicable Labour Laws.

2. The tender should be submitted in two sealed covers:

- a) The first sealed cover should be superscribed “**Technical Bid**” and should contain the proforma as at Annexure – I duly filled in with supporting documents, the Acceptance Terms and condition as at Annexure – I and **Demand Draft for Earnest Money Deposit (EMD)**.
- b) The second sealed cover superscribed “**Financial Bid**” should contain **only service charges (in percentage) for providing manpower service to be quoted on monthly basis** (Annexure – II)
- c) Both the sealed envelopes should be placed in another envelope, sealed and superscribed “**Tender for Manpower Service**”. This should be addressed to **The Joint Director, NIFT, CA - Site No, 21, 16th Cross, Sector-I, 27th Main, HSR Layout, Bengaluru – 560 102** and sent by post / courier or hand delivered. **Last date / time** for quotations are **18.01.2018 up to 12.30 pm**.
- d) Technical Bids will be opened by the committee in the presence of bidders at 03.30 pm on **18.01.2018**.
- e) Financial Bid of qualified tenderers in technical bid will be opened later and the date will be informed accordingly.

Man Power Requirement

The current requirement is around 27 persons in the following categories; and the number may increase or decrease depending on requirement

Sl. No.	Category	No. of persons	Category
1	Assistant Warden	2	Highly Skilled
2	Jr. Assistant / Jr. Assistant (Accts) / Library Assistant / Lab Assistant	10	Highly Skilled/Skilled / Clerical
3	Plumber	1	Skilled
4	Multi skill Staff (Driver, Data entry operator, Photocopy machine operator, ITI, etc.,)	12	Semi-Skilled
5	Gardener	2	Un Skilled

3. From the short listed bidders after the evaluation of the Technical Bid, the Lowest 1(L1) Bid will be decided on the basis of rates quoted in the **Financial Bid** by the bidder.



4. EMD of the unsuccessful bidders will be returned, without interest, after finalization of contract.

TERMS AND CONDITIONS:

- 1) The Agency shall provide Manpower Service as per NIFT's requirement with specified qualification and experience in accordance with conditions laid down by NIFT.
- 2) The contractor shall be responsible for the payment of wages and allowances as per **Govt. of India – Minimum Wages Act and variance in VDA will be applicable as and when the central government notifies it** and all other statutory dues to the persons employed by him for providing the maintenance services.
- 3) The agency shall be paid service charge on the total remuneration payable to the personnel.
- 4) Personnel provided by the agency will have to attend their duties at specified timings on all working days at NIFT, Bengaluru. Late coming, leaving early, absenteeism shall not be accepted.
- 5) NIFT reserves the right to cancel the contract at any stage without assigning any reason.
- 6) Service provider shall provide substitute to any of its staff deployed, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from the authority of NIFT, Bengaluru. NIFT, Bengaluru may require the service provider to immediately remove from the place of work any such staff deployed by the service provider and service provider shall forthwith comply with such requirements.
- 7) The service provider shall not assign, transfer, pledge or subcontract the performance of service.
- 8) The service provider shall provide substitute well in advance if there is any probability of the staff deployed leaving the job due to his / her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the service provider.
- 9) Staff deployed by the service provider shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangement, administrative / organizational matters etc.
- 10) Any person deployed by the service provider will be employee of the Man Power Agency cannot claim any master & servant relationship with NIFT. Also, the service provider's staff shall not claim any benefit / compensation / absorption / regularization of service with NIFT under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other similar enactment or order. Undertaking obtained from the person to this effect shall be submitted by the service provider to the Director.



- 11) The service provider shall ensure proper conduct of staff of the service provider in office premises and avoidance of any undisciplined act on their part and strictly enforce prohibition of consumption of alcohol drinks, pan and smoking.
- 12) The service provider should quote service charges in percentage only in the place schedule. The basic minimum wages, PF subscription, ESI contribution, Professional Tax, GST are fixed as per Government notifications, subject to revision from time to time.
- 13) The normal working time is 9.00 am to 5.30 pm of all working days. The reporting time for duty and closing time shall however vary according to the nature of duties assigned. In case, person is absent on a particular day or comes late /leaves early on three occasions, one day wage shall be deducted. In case resignation, 07 days prior notice should be given by the Agency or 07 days wages (pay) will recovered from Agency. The penalty charges will be recovered from the present bill under intimation to the Agency.
- 14) Before deploying the outsourced staff the successful contractor shall arrange for the interview of the suitable candidates by the Director / Joint Director, NIFT, Bengaluru. The photocopies of the documents of the selected candidates will be retained for the record of NIFT Bengaluru.
- 15) Statutory deductions shall be promptly remitted to the statutory agencies as per law. Service charges alone shall be retained by the service provider for provision of services to NIFT.
- 16) The decision of the Director, NIFT, Bengaluru in any matter relating to this contract shall be final.
- 17) NIFT reserves the right to accept or reject any tender without assigning any reason thereof. It is open to NIFT to alter the conditions of the tender in appropriate cases in the interest of NIFT.
- 18) The agency shall be responsible for their conduct and observance of normal discipline at NIFT. The contractor shall also provide its workers **photo-identity cards** which shall be checked by the NIFT as and when necessary.
- 19) The personnel will not be provided any transport facilities or conveyance allowance for attending their duties at NIFT, Bengaluru. However, if anyone is sent out for official work during their office hours, NIFT will provide transport or local conveyance on actual basis.
- 20) Any violation of discipline or irregularity in attendance or indulgence in misconduct on part of personnel deployed shall be immediately withdrawn as per instruction of Director, NIFT, Bengaluru.
- 21) Even though you have been asked to depute personnel for one year period, Director- NIFT, Bengaluru reserves the right to discontinue the services of personnel engaged through your agency without assigning any reason thereof.



- 22) No remuneration is payable for unauthorized leave /absence. The agency will inform NIFT of paid leave the agency has allowed to employees.
- 23) Agency would be fully responsible for its personnel for their termination, discharge or for any legal action or liabilities and/or payment of legal duties like salary or wages, EPF / ESI contribution. The agency shall be also responsible to keep all records required by law i.e. Contract Labour (Regulating & Abolition) Act, The Employees Provident Fund Act, Central Government Minimum Wages Act, The Payment of Wages Act 1956, Payment of Bonus Act, E.S.I. Act, or any such Act applicable to carry out the work assigned by NIFT.
- 24) Agency should submit acknowledged photocopy of EPF/ESI/PT etc. remittance monthly challans (ECR) / Annual returns along with the following monthly claim bill.
- 25) Reimbursement of amount of EPF/ESI/PT etc., will be made only after production of proof for having paid the said amount to respective authorities. A certificate to this effect is to be provided along with the claim by the Agency. The Challan should pertain to the persons provided to NIFT Bengaluru. The tenderer will undertake not to charge any registration fee from the personnel which will be reimbursement on production of attested copy of receipt.
- 26) The contractor shall maintain Attendance and Wages registers for all employees engaged under the contract at NIFT, Bengaluru and will also take out workmen's compensation insurance policy.
- 27) The service provider will submit the bill in duplicate in the first week of the month for payment. Bills will be settled within 15 working days of its submission. Agency shall make all payment in to respective bank accounts or payment should be made by cheque directly to the employees on or before 5th of every month along with pay slip to individual employees.**
- 28) Payment to the service provider would be strictly on the certificate by the Department of Establishment, NIFT, Bengaluru on satisfactory provision of the services and attendance of staff deployed by the service provider.
- 29) TDS will be deducted at source as per Income Tax rules & regulation in force from time to time.
- 30) The rate offered by the tenderer for Service charges for providing of Personnel shall be valid up to 90 days from the date of opening of Commercial Bid.
- 31) The Contract shall be valid initially for a period of one year only from the date of award of the contract. The contract could be renewed maximum two years only in writing on yearly basis on the same rate. Either party can terminate the contract once awarded, after giving two months notice to the other party. Nevertheless, NIFT may terminate the contract of the contractor without any notice in case of breach of the contract. NIFT's decision that a breach has occurred will be final and shall be accepted without demur by the contractor.



- 32) In case of any dispute arises during the process, the decision of Director, NIFT, Bengaluru shall be binding to both the parties.
- 33) No amount should be collected or deducted from the employees' salary apart from statutory deductions. If this clause is violated, the contract is liable to be cancelled.
- 34) The contractors who are involved in court cases/Labour office cases are not eligible for participation in the tender process. If anyone found involved in such cases at any stage of tender process, their tender will be summarily rejected. No further correspondence in this regard will be entertained.
- 35) In case of L-1 is more than one, the selection criteria (viz., the past performance, etc) would be at the discretion of the service contract committee, and the decision of Director, NIFT, Bengaluru shall be final in all respect and will be acceptable to all the Tenderers.
- 36) **Earnest Money Deposit** : The tenderer shall be required to deposit an interest free amount of **Rs 1,50,000/-** (Rupees one lakh fifty thousand only) towards **Earnest Money Deposit (EMD)** along with the Technical Bid in the form of Demand Draft in favour of "NIFT, Bengaluru" payable at Bengaluru. The EMD of unsuccessful tenderers shall be refunded within a reasonable time after finalization of the contract.
- 37) **Security Deposit** :
- a) **Rs.6,00,000/-** (Rupees six lakhs only) **as Performance Security Deposit** immediately on issue of Work Order in the form of Demand Draft of Nationalized/Scheduled Bank only in favour of NIFT, Bengaluru, payable at Bengaluru. No interest shall be paid on such security deposit, which shall remain with Institute during the continuance of the contract and it shall be released only after the expiry / termination of the contract, subject to clearance of all dues by the contractor.
- b) The whole amount of the security deposit shall be liable to forfeiture in case of breach of any of the terms agreed upon by the contractor. The security deposit shall also be liable to appropriation against dues payable to the NIFT, under the agreement or damage or expenses that may be sustained by NIFT as a result of negligence or such acts and omissions on the part of the contractor or the persons deployed by him at NIFT.
- c) The whole amount of the security deposit shall be liable to forfeiture in the event of the Contractor unable to continue the agreed contract period on the same terms and condition. Further contractor can choose the option to give two months' notice in writing to the institute for termination of the contract.



- 38) **ARBITRATION:** All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under. Such Disputes shall be adjudicated by an arbitral tribunal comprising of three arbitrators, one to be appointed by each party and the two appointed arbitrators shall jointly appoint the third arbitrator for the purposes of constituting the arbitration tribunal. The arbitrators shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief. The place of arbitration shall be Bengaluru. The language of arbitration shall be English.
- 39) **JURISDICTION:** Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Bengaluru and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.



DECLARATION

1. I Son / Daughter/ Wife / of Shri Signatory of the service provider, mentioned above, am competent to sign this declaration and execute this tender document.
2. I/We having our office as mentioned below and declare that I/we have never been blacklisted by any State Government/Central Government or any State/Central PSU.
3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
4. The information / documents furnished along with the technical and financial bid are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of the tenderer

Date :

Name :

Place:

Seal :



UNDERTAKING

I /We kindly undertake to provide / sponsor persons (personnel) as required in the Tender Document as per the terms and conditions specified therein.

I /We kindly undertake not to charges any administrative expenses form the personnel deployed to NIFT Bengaluru.

Signature of the tenderer

Date :

Name :

Place:

Seal :



NIT No: 08 / 2017-18

Annexure – I

TECHNICAL BID FOR PROVIDING MANPOWER SERVICE AT
NIFT - BENGALURU

This Technical Bid for providing Manpower Services shall be filled in by the tendering party, duly signed, stamped and sealed along with an EMD of ₹.1,50,000/- in the form of Demand Draft in favour of NIFT, Bengaluru in a separate cover superscripted with "**Technical Bid**".

S.No.	Particulars	Details
1	Name of the Tenderer	
2	Address of the Firm	
3	Phone No. : Fax No:	E-mail address:
4	Agency/Firm Commenced on	
5	State status whether firm is Proprietary / Partnership firm / Company	
6	Name(s) of the Director / Proprietor / Partners of the firms	
7	Details of the EMD	
	Amount in Rupees	Rs. 1,50,000/-
	DD No. and Date	
	Issuing Bank	
8	Details of Tender Fee – Rs. 500+18% GST (DD details)	



7. Registration under various statutes:

S.No.	Registration under	Registration No.
a.	Shops & Establishment Act	
b.	License under the Contract Labour Act	
c.	Provident Fund Number (PF)	
d.	Employee State Insurance (ESI)	
e.	Professional Tax No.	
f.	GST Registration No.	
g.	Permanent Account (PAN) No. / General Index Register (GIR) No:	
h.	Any other	

(Attested copy of above registration of the firm under various Statutes must be attached)

8. Give details of major similar contracts handled by the tendering manpower service provider during the last three years in the following format (if the space provided is insufficient, a separate sheet may be attached):

S. No	Name of Client, address, telephone no. & fax No.		Manpower service provided		Amount of contract (Rs. Lacs)	Duration of Contract	
	Name & Address	Tel / Fax No.	Types of manpower provided	No.		From	To

(Copies of the work order for the above contract must be attached)



9. Letters of satisfactory performance from the client (s) must be attached.

10. Financial turnover of the tendering manpower service provider for the last 3 years (if the space provided in insufficient, a separate sheet may be attached):

Financial Year	Amount (Rs. in lakhs)	Remarks
2014-15		
2015-16		
2016-17		

11. Additional Information, if any :

(attach separate sheet, if required)

Place

Seal & Sign of the Tenderer

Date :

Address:

.....

.....

.....

Phone No.



NIT No: 08 / 2017-18

Annexure - II

FINANCIAL BID

For Providing Manpower Service (Govt. of India – Minimum Wages Act)

- This Financial Bid should be filled in by tendering party duly signed, stamped and sealed and must be submitted in a separate cover, superscripted with "**Financial Bid**".
- After opening of technical bid the capability and suitability of the tenderers shall be evaluated and Financial Bid of the qualified tenderers shall be opened later on and the date will be informed accordingly.

1. Name of the Tenderer :

2. Address of the Tenderer :

.....

.....

.....

3. Phone No.Fax No.E-mail Address.....

4. Whether proprietary / partnership firm or company:

5. Charges for providing the services:

S. No.	Particulars	Per month charges
1	Service Charges (in percentage) for providing manpower service per month (as % of total amount payable to the agency towards salaries of the personnel)	<p>_____ (%)</p> <p>(percentage in words)</p> <p>_____</p> <p>_____</p> <p>_____</p>

Place:

Date:

Seal & Sign of the Tenderer