

राष्ट्रीय फैशनटैक्नालॉजीसंस्थान

वस्त्र मंत्रालय, भारतसरकार सिडको, ईलेक्ट्रोनिककाम्पलेक्सरगरेंट श्रीनगर–191132,जम्मु कश्मीर

National Institute of Fashion Technology

Ministry of Textiles, Govt. of India SIDCO Electronic Complex Rangreth, Srinagar-191132 J&K

16307(1)/NIFT/Sgr/Admin/placement/2018/343

Dated: 04.11.2020

E-TENDER NOTICE FOR PROVIDING MANPOWER SERVICES

National Institute of Fashion Technology (NIFT), Srinagar invites e-tenders for providing **MANPOWER SERVICES** for its Campus & Hostel.

Time schedule for tender process:

Date of tender notification	<mark>04.11.2020</mark>	
Last date for receipt of duly filled in tenders (Online)	24.11.2020, at 15:00 hrs	
Date and time of the opening of Technical bid of tenders	24.11.2020, at 16:00 hrs	
Date and time of the opening of Financial bid of tenders	To be informed to technically qualified bidders	
Farmert Manage Danishard	Rs. 115000- in the form of DD/Pay Order/FDR in favour of	
Earnest Money Required	NIFT Srinagar, payable at Srinagar, J&K	

For applying online, the Firm should get itself registered at https://nifttenders.eproc.in by paying

- Annual Registration Charges of Rs. 2000 + applicable taxes.
- Bid Processing Fee charges 4460 + applicable taxes.

Note:

- 1. Tender Notice No. 16307(1)/NIFT/Sgr/Admin/placement/2018/242 dated 12.08.2020 has been cancelled due to poor response. Those bidders who have submitted EMD in reference to above Tender Notice need not to submit EMD again.
- 2. The tenderer must submit duly self attested copies of all the relevant documents along with tender documents (Only Technical bid) in physical form also (which are being submitted with online tender) along with required EMD on or before the last date of the tender except PRICE BID. Hard copies of Technical Bid & EMD should reach to Director Office, NIFT Srinagar, SIDCO Electronic Complex Rangreth, Srinagar 191132 (J&K) by or before 24.11.2020 at 15:00 hrs Tender documents of contractors not producing proof of possessing above mentioned documents are liable to be rejected without any notice. In case of any clarification, the bidders can send their admin.srinagar@nift.ac.in or contact at +91-7006016501.

Director

National Institute of Fashion Technology, Srinagar

Eligibility and Criteria for Selection:

- 1.1) A firm or agency having experience of at least last three consecutive financial years (2017-18, 2018-19, 2019-20) in providing Manpower services to any Government/ Semi-Government/Autonomous Bodies/National level educational Institutions of high repute like IIT, NIFT, NIT CU's/reputed Pvt cos. etc. Satisfactory Performance certificate (mentioning successful completion in terms of compliances of all the statutory obligations including the timely deposition of GST in Govt account) from the institutions/organizations where contract was taken up must be enclosed with the technical bid.
- 1.2) The bidder should have the experience of completion of similar works in any Govt/semi Govt/reputed Pvt Organizations etc during the last three years (2017-18, 2018-19, 2019-20 Financial Years) with at least one such contract as per the details mentioned below must be in hand.
 - a) Three similar completed works costing not less than Rs 23 lacs OR
 - b) Two similar completed works costing not less than Rs 34 lacs OR
 - c) One similar completed works costing not less than Rs 45 lacs
- 1.3) The agency should have annual minimum turnover of **Rs.17 Lakhs or above** in each of the last three financial years i.e. **2018-19, 2017-18 & 2016-17**. (CA certified statement/certificate for turn over for last three years as mentioned must be enclosed along with technical bids).
- 1.4) The tenderer shall enclose a demand draft/pay order/FDR of **Rs. 115000/- (one lakh & Fifteen thousand)** drawn in favour of "National Institute of Fashion Technology" payable at Srinagar, J&K as the non-interest bearing Earnest Money Deposit.
- 1.5) The agency must have a Branch Office at Srinagar for proper supervision, reasonable access in case of day to day requirement, for better coordination with the agency at the site etc. In case the agency does not have an office in Srinagar, the bidder has to give an undertaking that the office shall be opened in Srinagar within one month of allotment of contract.
- 1.5) The tenderer should not be blacklisted by any Department of the Central or State Government or any PSU or any other organization. A notarized affidavit in this effect must be enclosed along with bid.
- 1.6) following documents must be enclosed along with **Technical Bid:**
 - Copy of License under Contract Labor Act issued from an Assistant Labour Commissioner/Regional Labour Commissioner.
 - Copy of PAN card
 - Copy of the GST Registration of the Firm.
 - Income Tax return for last 3 years (AY 2019-20, 2018-19, 2017-18).
 - Registration certificate/Code No. from EPF
 - Registration certificate from ESI
 - Proof of submission (i.e copies of challans) of EPF, ESI, with the concerned authorities for the financial year, 2019 -20
 - GST return for the financial year 2019-20
 - Bank solvency certificate for an amount not less than Rs 25 lakhs
 - Valid and effective Quality assurance ISO certificates held by the firm/agency for providing Men power services as mentioned above (copy of certificate must be enclosed).
 - Experience Certificates in support of point no. 1.1 & 1.2.
 - > Turn over- Copy of CA certified statement/certificate for turnover for last 3 years (i.e FY . 2018-19, 2017-18, & 2016-2017
 - EMD Instrument.,
 - > Address proof of Registered Office as well as Branch office at Srinagar, J&K of the firm/agencies.

➤ Note: Documentary proof of above must be furnished with the technical bid. Absence of any of the above will render the agency in-eligible for opening of the financial bid.

On the basis of information provided in the technical bid, the NIFT may verify the details, cross examine, visit the premises and constitute a Committee to recommend the authorities to shortlist the bidders. The decision of the Campus Director for short listing only competent and capable to supply required personnel will be final. Price Bids of only shortlisted bidders will be opened for consideration.

The tenderers shall comply with all the requirements under qualifying criteria. Proofs shall be attached with Technical Bid, failing of any of the criteria under Technical Bid will disqualify for opening of price bid.

Submission of Bids

- a. The interested agencies/contractors should apply online and submit their tender along with scanned copies of all the relevant certificates, documents, etc. in support of their technical & price bids all duly signed on the https://nifttenders.eproc.in till 15.00 Hrs. on 24.11.2020, E-Tender documents is also available for viewing on the "tenders" link of the NIFT Portal & NIFT website i.e. https://nifttenders.eproc.in & https://www.nift.ac.in/srinagar/
- b. Applications to this tender will be accepted only in online mode through the website https://nifttenders.eproc.in.
- c. For applying online, the Firm should get itself registered at https://nifttenders.eproc.in by paying
 - Annual Registration Charges of Rs. 2000 + applicable taxes
 - Bid Processing Fee charges of Rs. 4460+ applicable taxes.
- d. The interested agencies/contractors may contact CI India for online registration at following email Id's : sandeep.bhandari@c1india.com and niftsupport@c1india.com or Tel: +91-124-4302033 / 36 / 37 and mentioning their Company Name, Address and User ID for Approval of Registration, and Tender ID and Tender Title for Approval of Bid Processing Fees.
- e. The Firm should ensure that it complies with the requirements as per works before applying for.
- f. The interested firms are advised to read carefully the entire tender document before submitting their tender and the tender documents not received online in prescribed format and/or are found incomplete in any respect shall be summarily rejected.

Basic Requirements

The basic requirements for registration and applying for tender online are as under:

- Operating System should be windows 7 or above.
- Java version: Java 8 update 25.
- Use Internet Explorer 11 version.
- ➤ All java add-ons must be enabled in the system.
- Always use Class III B Digital Signature Certificates (DSC) having Signing and Encryption both. For online procedure tenderer may contact on following Helpdesk officers:
- Email: niftsupport@c1india.com , sandeep.bhandari@c1india.com
- Phone: 0124-4302033/36/37

NATURE OF SERVICES

The bidder shall have to provide manpower services of three categories –Semi Skilled/ Skilled & Highly Skilled for the following group of staff:

Category	Educational Qualification & Experiences
Junior Asst (Skilled)	I. Minimum 12 th Std pass from any recognized Board/University II. Proficiency of typing speed not less than 25-30 wpm(Hindi/Englisj). Proficient in MS office & Drafting etc III. Desirable Having two years exp in Clerical
Lab Asst (Skilled)	For FD: 10+2 plus diploma/certificate of 3 years duration in Cutting & Tailoring/Dress Designing from any Govt./ Board of Technical education recognized institute with 03 years of relevant experience in industry OR 10 th standard plus Diploma/Certificate of 03 years duration from any Govt./Board of Technical education recognized institute with 5 years of experience as Sewing Machine Operator with embroidery knowledge & skills and / or Sewing
	 For FC: Graduate from a recognized university/institution Should have one year Certificate/Diploma in Photography from a reputed institute. For IT: Bachelor's degree in Computer Application/B.Sc. (Computer Science) Knowledge of Graphics and Multimedia software or Garment CAD. 1-2 years working experience in woven and print design software in reputed industries is desirable.
Machine mechanic (Highly skilled)	 i) Diploma/Certificate from ITI as Fitter in related areas or its equivalent diploma/Certificate recognized by the Government.

	ii) At least 3 years' experience in repair and maintenance of cutting / sewing / finishing machines in garment production concerns.			
Steno Grade III (Highly Skilled)	 i) Graduate from a University/ Institute of repute ii) Minimum speed of 80 wpm in shorthand and 40 wpm in typing iii) Minimum 2 years' experience in Govt. / Semi-Govt. / PSU/ reputed organizations. iv) Proficiency in Computer Operation 			
Asst Hostel warden (Girls) (Highly Skilled)	Graduate from a recognized University Desirable: One year experience as Assistant Warden or in any analogous post in Government educational Institutions/ PSUs/ Autonomous Bodies/ Reputed institutions			
Bus Driver (Skilled)	 i) At least 10th pass from a Board or its equivalent recognized by the Government. ii) Possession of the requisite driving license for Heavy Motor Vehicle iii) Should be fully conversant with traffic regulations. iv) Should have at least 2 years' experience in driving Heavy Motor Vehicle. v) Should be able to read and write in Hindi and English 			
Multi-Tasking Staff (Semi Skilled)	(i) Matriculation or equivalent pass Or (ii) ITI Pass in related Field)			
Plumber (Skilled)	 i) Should possess ITI trade certification OR equivalent in the trade with at least 5 years practical experience in the trade. ii) Should have a working knowledge of various types of special tools used in the plumbing trade of all types of pipes of different materials and be able to estimate requirements for any job entrusted to him. iii) Should be able to follow drawings and sketches and execute work according to lay out. iv) Should possess plumbing license tax where such licenses are issued by local authorities. i) 10th class standard 			

(Skilled)	ii) ITI Diploma in Electricians Trade.					
	iii) Must have minimum practical experience of 5 years in erection					
	and running, maintenance of different types of electrical					
	appliances and installations including UG cable systems					

• The NIFT reserves the right to fix the number of persons to be engaged on outsource basis at its discretion. It implies, the number of staff required by the Institute may increase or decrease as per the actual requirement of the Institute from time to time. The employees deployed by the agency/contractor shall be of good character, sound health and shall be in the age group of 18 years to 60 years. NIFT Srinagar may consider the relaxation in educational qualification/ age of manpower services who have already working at NIFT Srinagar. Any person having any criminal case pending against him/her shall not be deployed by the agency in the Institute.

GENERAL TERMS & CONDITIONS

The tenders are requested to through the following terms & conditions before submitting their tender documents:

- 1) Tender shall be submitted in official tender form only as indicated above. If submitted in any other form the same shall be summarily rejected.
- 2) The schedule issued with the form of tender listing the services to be rendered must not be altered by the tenderer.
- 3) No paper shall be detached from the tender form.
- 4) Tenders for manpower services shall be received on or before the last date/time indicated above and shall be opened on the same day in presence of the tendering parties if they wish to attend.
- 5) Bidders are requested to visit at NIFT Srinagar Campus & Hostel, situated at Rangreth SIDCO Electronic Complex, Srinagar Kashmir to survey the site before offering rates. NIFT reserves the right to instruct the selected agency to provide manpower services at any location in Kashmir, where it may require so.
- 6) Tenders received after the specified date and time, due to whatever reason will not be considered.
- 7) Any conditional offers made by the Agency or any alterations/corrections made in the tender form shall not be considered. **Similarly, incomplete and unsigned quotations are liable to be rejected.**
- 8) NIFT reserves the right to accept or reject any tender without assigning any reason therefore.
- 9) The Financial Bid submitted by the Agency should be valid for a period of 90 days from the date of opening of tenders.
- 10) Each tender must be accompanied by non-interest bearing Earnest Money Deposit of Rs. 115000/(One lakh & Fifteen thousand) by way of Demand Draft/Pay order/FDR in favor of NIFT Srinagar
 which is payable NIFT Srinagar (J&K), without which the tender shall be summarily rejected. EMD of
 tendering parties whose tenders are not accepted shall be refunded without interest within 90 days
 of opening of tenders. Bidders who have valid NSIC/ MSME Exemption Certificate are not required
 to deposit the amount towards Earnest Money Deposit.
- 11) If any agency which is awarded contract for Manpower Services refuses to undertake the work, the EMD of that agency shall be forfeited & shall also be back listed.
- 12) In the event of the date specified for receipt, opening of bids beings closed or declared as holiday for the NIFT Office, the due date for submission of bids, and opening of bids will be the following working day at the time fixed above.
- 13) The Bidders fulfilling the eligibility criteria, are subject to disqualifications if they have:
 - a. Made misleading or false representation in the form(s), statements(s) and attachments(s) submitted.

- b. Found to have been backlisted for having litigation history and financial failures.
- c. Found to have been involved in any illegal activity like collection of revenue from the prospective employees and deducting any charges from their monthly salary.
- 14) For further updates/ amendments, the bidders are advised to visit the NIFT Srinagar Website. The NIFT is not bound to issue the notifications in the newspapers or enter into personal correspondence.
- 15) The Agency shall be liable to compliance of all laws, regulations, rules and directions given by and statutory authority with regard to safety, labour laws or any other laws both Central & State in force in the State of J&K including registrations with the Provident Fund, Employees State Insurance, Commercial Tax, Municipal Corporations etc. Self –attested copies of all such statutory registrations shall have to be enclosed with the tender.
- 16) The tender shall be rejected, if complete information is not given there-in, or if the particulars and data (if any) asked for in the tender are not filled.
- 17) Individual signing the tender or other documents connected with the tender must specify whether he/ she signs as:
 - i. A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - ii. A partner of the firm if it is a partnership firm, in which case he/she must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firms.
 - iii. Director or Principal Officer duly authorized by the Board of Directors of the company.
 - iv. In case of (ii) a copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate of registration of firm should be attached along with the tender papers. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (iii) the person signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.
- 18) Please note that offers not accompanied by the required EMD shall be out rightly rejected.
- 19) The tenderer will have to provide Man power services immediately on receipt of the work order. If the agency fails to execute the Earnest Money deposit shall be forfeited and agency shall be black-listed.
- 20) The bids should be valid for at least **90 days** from the date of opening of the financial bid of the tender and if any tenderer withdraws or alters the terms of the tender during the period, the Earnest Money Deposit shall be forfeited by NIFT.
- 21) Any conditional offers made by the agency or any alterations/ corrections made in the tender form shall not be considered. Similarly incomplete and unsigned tender shall also not be considered.
- 22) NIFT Srinagar reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons and is not bound to accept the lowest bid.
- 23) The Manpower Agency shall not appoint any Sub-company/Sub-Agency to carry out any obligation under the contract.
- 24) The Manpower Agency shall maintain a Bio Metric machine with complete set up at main gate of NIFT Srinagar Campus for record of attendance of outsourced manpower deputed at NIFT Srinagar. The expenses for installation & maintenance will be borne by the agency. NIFT Srinagar will not bear any expenses on installation & maintenance of Bio Metric. In case of non-working of the bio metric machine, the agency has to rectify or replace it within 24 hrs.

- 25) The Man power Agency shall be fully responsible for timely monthly payment of wages on the last working day of the month and payment of any other dues to the personnel deployed in the Institute. A wages book may be maintained by the Agency in respect of each personnel deputed to NIFT SRINAGAR. After releasing the wages from its own financial resources, the agency will raise the bill to NIFT along with all required documents for reimbursement.
- 26) The contract under this tender should be profit making for the successful bidder. The Institute has no concern with other businesses and profits of the sucessful bidder. In case the contract under this tender is not profit making for the successful bider, the bid shall be rejected. Bids with NIL Charges and/or unreasonable low charges shall be summarily rejected. And in above cases the tender shall be awarded to the lowest resonable bidder irrespetive of his number on the financial comparative statement.
- 27) If the service charge/Profit margin quoted by the firm is Nil or 0%, the same will not be acceptable and the tender will be summarily rejected. The contractor must cover all components as described in the tender document (such as profit margins, uniform, reliever wages, supervisor wages, tax etc) while offering the rates under the Column 8 of Appendix –I
- 28) While quoting the Service Charges under Column 8 of Appendix -I, the bidder must note that following expenses are to be borne by it from the quoted amount:
 - a. Profit of the agency
 - b. Salary and other benefits of one supervisor & leave reserve (one person per ten employee)
 - c. Admin charges to run EPF and ESIC etc. accounts of the outsourced employees
 - d. Any other expenses that are incidental to contract.
 - e. Also, to take in account the TDS on the whole amount of the bill on account of Income Tax as per prevalent norms.
- 29) Tenderers will be required to quote the rates of Service Charges/ Profit Margin on Minimum Wages or any other Cost if any in INR. NIFT-SRINAGAR will decide the wages of the incumbents hired from the Man Power agency from time to time. The agency shall be responsible for strict compliance of all rules and regulations which is already enforced or which may be enforced from time to time by the Appropriate Authority.
- 30) The Contract for running the Manpower Agency shall be commercial contract between the NIFT and the tenderer. There shall be no employer-employee relationship between the NIFT and the contractor and/or his personnel.
- 31) Contract with the agency may be terminated by the NIFT at its discretion by giving 30 days notice to the Contractor in case of failure to maintain the services to the satisfaction of the NIFT and/or for violation of terms of the agreement and/or for any unlawful activities of personnel within the campus and the contractor shall have to vacate the NIFT premises on the expiry of the date of notice and/or the contract.
- 32) The selected agency will be required to enter into an Agreement with the Institute on a non-judicial stamp paper of Rs.100/- which shall include the relevant clauses of this tender document and other clauses finalized after discussion and mutual consent.
- 33) NIFT- Srinagar will decide wages of the incumbent which is not less than minimum wages as per the Central government norm. In the event wages fixed by NIFT Srinagar found less than the minimum wages of central government, the agency should request for revision accordingly. The "Onus" for producing the copy of notification will be of Man Power Agency.
- 34) The Agency shall in no case pay its employees less than the prescribed rates specified by NIFT/Govt Of India, per month. The payment should be made to the through ECS (Electronic Clearing Service) and a record of that should be kept in a register which may be examined by the Institute at any time. In case of ESI & EPF, the Agency shall produce original challans/ receipts to the Institute for the records.
- 35) The Agency shall strictly follow the applicable labour laws.
- 36) The Agency shall be responsible for engaging adequately trained, good Manpower to NIFT as specified eligibility and qualification norms by NIFT
- 37) The Agency shall depute the personnel specified category as and when requested. NIFT has right to increase or decrease the requirement of Man power on the basis of requirement.
- 38) The employees of the Man Power Agency should possess sound health and be free from any

- diseases, especially contagious and frequently recurring diseases and they should be in uniform while on duty. Medical certificate in respect of fitness of employees deputed may be produced.
- 39) The Agency will, prior to the commencement of the operation of contract, make available to NIFT the particulars of all the employees who will be employed: such particulars inter-alia should include age, date of birth, permanent address and the police verification report of the employees should be enclosed.
- 40) The agency shall comply with all existing Central Government labour legislation and Acts, such as Contract Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident fund Act, ESI Act, Maternity Benefit Act etc., For any lapse or breach on the part of the Manpower Agency in respect of non-compliance of any Labour legislation in force during the validity of the contract, the contractor would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse on the part of the contractor, in this regard. The Agency shall be further responsible for proper discipline of the employees engaged by him and their work besides observing other obligation. No child labourers shall be permitted by NIFT under this contract. Further the Agency shall be responsible to pay all the dues of employees, as well as statutory dues applicable under labour laws. In the event there is any violation of any contractual or statutory obligation regarding the personnel/ labour, the Agency shall be responsible and liable for the same. Further, in the event any claim, action or suit is instituted against NIFT, the Agency shall be required to reimburse to NIFT any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employer as and when such liability is determined. NIFT shall also have the right to deduct these amounts from the payment due to the Agency while releasing the payments.
- 41) In case of any theft or pilferages, loss or others offences, the Agency will investigate and submit a report to NIFT and maintain liaison with the Police. FIR will be lodged by NIFT, wherever necessary. If need be joint enquiry comprising of both the parties shall be conducted and responsibility fixed. Further the employees deputed at NIFT must be trained in respect of operation in respective area.
- 42) In case of any loss that might be caused to NIFT due to lapse on the part of personnel discharging responsibilities will be borne by the Agency and in this connection, NIFT shall have the right to deduct appropriate amount from the bill of contracting Agency to make good such loss to NIFT besides imposition of penalty as decided by NIFT authority. In case of frequent lapses on the part of the personnel deployed by the Agency, NIFT shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- 43) The Man Power contract shall remain valid for a period of One year from the date of award of the contract however, it may be renewed on yearly basis for a period of two years on mutually acceptable terms and conditions depending upon satisfactory services/ performance of the contractor. Incase services of the agency are not found satisfactory. The contract shall be terminated by the institute even before the completion of the contract period which should binding to the agency.
- 44) As per NIFT policy, payments and receipts to Government and Semi Government Agencies would be rounded off to the nearer higher rupee and in other cases the rounding off will be to nearest i.e. paise 50 or above will be rounded off the near higher rupee and paise less than 50 will be ignored.
- 45) The workmen deployed by the Agency shall be directly supervised and controlled by the Agency, and shall have no relation whatsoever with National Institute of Fashion Technology. NIFT shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against NIFT for service or regularization of services by virtue of being employed at NIFT against any temporary or permanent posts at NIFT.
- 46) The services rendered shall be to the satisfaction of the NIFT authorities.
- 47) The Agency shall be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by any statutory authority with regard to safety, labour laws (ESI, PF, Bonus, Income Tax, Goods and Service Tax (GST) or any other extra taxes levied by the Govt. from time to time.)

Companies Act, Tax Deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herewith or any other prevalent laws and submit an undertaking and proof of payment to its employees as per minimum wages rates to NIFT each month along with claim for payment. If the personnel deputed is having ECHS (Ex-servicemen Contributor Health Scheme) benefit or any other kind of free medical benefit which included their family, no ESI need to be remitted this will be considered only when the employee produced ECHS cards or any other scheme cards which is valid and attested by both employees and Agency (attested copy as proof for records).

- 48) On termination of the agreement the person/s deputed by the Agency should hand over the all the equipment's/ articles as supplied by the NIFT in good working condition as it was given to them and if any damages found ,the charges should be recovered from the contractor.
- 49) NIFT would have the right to terminate the contract with 30 days' notice before the expiry of the term, in case the work performance is not up to the standard or in case there is any violation of NIFT Rules & Regulations or if there is any lapse observed in compliance of any Labour Legislation/workman compensation or minimum wages/payment of wages act or if there is any incident of indiscipline on the part of the contractor or his staff. The decision of NIFT's Management in this regard would be final and binding to the contractor. In such an event, NIFT shall have the right to engage any other contractor to carry out the task.
- 50) The Man Power Agency and the person/s deputed will work in close co-operation and co-ordination with other agencies working at site.
- 51) The Agency shall be fully responsible about the conduct of his employees and shall ensure that their behavior with the all the residents in office (ex: students, officers, staff etc.) is always good and cordial. If it is found that the conduct or efficiency of any person employed by the Agency is unsatisfactory, the Agency shall have to remove the person concerned and engage a new one. The decision of the Designated Officer in this regard shall be final and binding on the Agency.
- 52) NIFT is not bound to provide any mode of transport in respect of personnel deputed.
- 53) The personnel engaged through the agency will have no right whatsoever to the permanent / contractual employment/ regularization/ absorption in National Institute of Fashion Technology Srinagar or NIFT HO or any of its Centers.
- 54) The payment of wages shall be made directly by the Agency to his workmen and not through Thekedars. No amount shall be deducted from the wages of the workmen by way of commission of the Thekedars.
- 55) All statutory obligations under various laws from time to time will have to be met by Agency for which payment shall be made to him during the contractual period, as per Minimum wages Act.
- 56) The Agency shall at all times indemnify the owner and its officers, servants and agents for and against all third party claims whatsoever (including time not limited to property loss and damage, personal accident, injury or death of/ or property or person of any sub-contract and or the servants or agents of the Agency any sub-Agency (s) and or the owner and the Agency shall at his own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act/ Fatal Accident Act, Personal Injuries, Insurance Act and/or their Industrial Legislation from time to time in force.
- 57) All payments will be on reimbursement basis, the monthly bill(s) should be submitted in duplicate by the contractor along with necessary documents as proof of payment towards wages, EPF remittance, ESI remittance / any other payments. All payments to the Man Power personnel shall be through their Bank account only and the proof of remittance shall be invariable attached with the monthly bills. The payment will be made by the Institute after verification of the bill(s) by NEFT/RTGS within 15days time from the date of receipt of bill(s). Statutory deductions shall be made from all payments as per the provisions in the Income Tax Act. The Institute reserves the right to recover any amount due for whatsoever reason from the bill(s) submitted by the contractor. The payment shall be released on monthly basis after satisfactory completion of the services. The bills should be accompanied by same certificate as NIFT may prescribe from time to time for proof of payment to workers and statutory liabilities.
- 58) The Agency shall be liable with regard to compliance of all the laws, regulation, rules and directions

- given by any statutory authority with regard to safety, labour laws or any other laws in force in the UT of J&K and GOI.
- 59) The Agency shall be responsible for the deputed person to keep discipline in and outside the campus. The Agency shall be responsible if the personnel deputed mishandling/ misusing the articles/ items / Machineries etc., provided for maintenance. In case of any damage the Agency shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Agency itself.
- 60) NIFT shall in no way be responsible for any default with regard to any statutory obligation and the Agency will indemnify NIFT in case of any damage or liability, which may arise on account of action of Agency.
- 61) Services to be provided by Agency are indicated in the Scope of Work.
- 62) The agency has to provide the man power as per the establishment manual / latest circular issued.
- 63) The bidder should not have been blacklisted or debarred by any Govt.Ministry/Department of the government of India or any state /UT govt or any PSU or any other. Organization. An affidavit duly attested by the notary needs to be attached with the technical bid.
- 64) In adequate or incomplete tender or tenders without the prescribed conditions are liable to be rejected.
- 65) NIFT will not be responsible for the release of benefits such as Provident Fund, ESI, workmen compensation, bonus, pensionary benefits or allowances. However, any increase in Basic Wages under the minimum Wages Act or in any other Labour Legislation or other statutory obligations including EFP, ESI etc during the validity period of the contract shall be borne by the NIFT after considering relevant instructions of Govt of India. Similarly, if the rate of statutory obligations decreases, the corresponding amount shall also be decreased in monthly bills of agency.
- 66) From among the bidders short listed after the evaluation of the Technical Bid, the Lowest 1 bid will be decided at the time of finalization of E-tender on the basis of rates given in the Financial Bid for providing manpower services. The tenderer quoting lowest rate will be considered as L-1. In case two or more tenderers quoting same rates/same profit margin, preference will be given to the tenderer having maximum experience of providing manpower service in similar Govt. organizations as per the records submitted by the bidders at the time of submitting the tender. The recommendations of the Committee and the decision of the Director, NIFT Srinagar shall be final in all respect and will be acceptable to all the tenderers.
- 67) Any staff deployed by the Manpower 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 or its Centre 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, NIFT, Srinagar
- 68) If at any time any of the personnel deputed are found to be guilty of misconduct in any manner, the agency shall be asked to replace that person immediately.
- 69) The deployed person shall not be changed by the agency on their own until and unless so warranted and the same time no person will repeat more than one year unless performance satisfaction from office.
- 70) NIFT will not be responsible to provide any residential accommodation, Transport Allowance or any other allowance to person deployed by Agency.
- 71) In case the workers engaged by the Agency have any grievance, they shall take it up with the Agency without creating any disturbance on the campus. Under no circumstances agitation means are to be resorted to by workers of the agency, on the premises of the Campus. O the expiry of the contract the Agency shall undertake to leave the premises in peace with all the workers without creating any disturbance. The Agency shall be solely responsible if the workers engaged by it misbehave or create problems.
- 72) The Selected Agency, & the prospective staff deployed through agency will strictly follow the NIFT policy of the institute.

- 73) The agency shall deploy one Supervisor, who shall attend the Institute on daily basis. He shall also act as Liaison Officer for the matters pertaining to the manpower and other issues. Salary and other expenses of such Supervisors shall be borne by the agency from its Service Charges.
- 74) Compulsory weekly off as per rule will be applicable to all manpower deployed by the agency.
- 75) The agency shall grant appropriate leave to its staff as per the norms of Govt. For this purpose the services of leave reserve (One person per Ten Employee) shall be deployed by the Agency full time for the complete month without any additional cost to NIFT. Bidder shall keep this into consideration while quoting the amount under Financial BID.
- 76) In exceptional case, the campus Director NIFT Srinagar had at its discretion may relax any of the eligibility condition of the staff prescribed in this tender documents.
- 77) For each three late comings, the Institute will deduct one-day salary from monthly wages of concerned outsource employee.
- 78) All outsource employees shall sign a Service Contract with the agency. Copy of which shall be submitted to the Institute.
- 79) If the deployed staff is/ are not found suitable for the job, the contractor shall have to replace that staff within immediately. A penalty of Rs 500 per day per person will be imposed in case if the agency is not deputing person as of required competencies/incapable person / indiscipline person etc. maximum within a week time of receiving a written communication from the Joint Director or his representative.
- 80) The agency will scrutiny the CV of candidates as per the eligibility mentioned in the tender document. Before deploying the outsourced staff the successful contractor shall arrange for the interview of the suitable candidates by the Director/Joint Director NIFT Srinagar. The selected candidates will be intimated to the Agency. The photo copies of the documents of the selected candidates will be retained for the record of NIFT Srinagar. The normal duty Hours is 09 Am to 5:30 PM of all working days.
- 81) In case the outsourced staff provided by the selected agency does not seem to be fit for the job despite of holding the requisite qualifications/experience, the agency shall immediately replace the staff with the new one.
- 82) As and when required for any other works related to the Institute, the contractor/agency has to supply the required manpower on day to day basis or on lump sum basis for the additional jobs/works for which the Institute shall make payments separately on submission of the bills on successful completion of the jobs/works by the contractor.
- 83) The Agency shall, wherever applicable, comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act, 1947, Maternity Benefit Act 1961, and Contractor's Labour (Regulations and Abolition Act) 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- 84) The agency shall provide staff as may be required by the Institute for which prior information shall be provided.
- 85) Non Compliance of any terms & conditions enumerated in the contract shall be treated as breach of contract.
- 86) The agency shall have to engage the required no of manpower and in case if the required manpower is not available on any day, NIFT Srinagar can impose a penalty.
- 87) The contractor shall submit to NIFT, copies of Biometric attendance sheet duly certified by the designated officer of NIFT along with the monthly bill. Copies of the previous month wage register along with certified copy of challan of ECS, ESI EPF deposits along with the GST returns must also be submitted with every bill.
- 88) The selected firm will install the complete set up of Biometric machine by his own for marking the attendances for the persons deputed. NIFT will not bear any cost either in terms of installation or regular maintenance of the complete set up of the biometric machine.

ARBITRATION:

- 1. Dispute, if any, arising out of the services contract shall be settled by mutual discussion between the parties within 30 days.
- 2. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, the dispute/ differences shall be referred to arbitration by sole Arbitrator to be appointed by the Director NIFT as per the provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed thereunder.
- 3. Decision of NIFT with regard to interpretation of the terms and conditions shall be final and binding on the Agency.
- 4. The language of the arbitration proceedings shall be in English. The Arbitrator shall give a speaking and reasonable award.
- 5. Incase of failure of arbitration as explained above, appropriate courts at Srinagar/Budgam (J&K) will have the jurisdiction to adjudicate upon the matter.

SECURITY DEPOSIT:

- 1. The Selected Agency shall furnish a Security Deposit in the form of Bank Guarantee (from any one of the Nationalized Bank or SBI) or by Demand Draft for 10% of the total Contract value of one year. This Security Deposit should be furnished within 10 days of the issue of the contract order. This Security Deposit will not bear any interest. The Security Deposit will be refunded 60 days after satisfactory completion of the contract. In case the Security Deposit is to be furnished in the form of Bank Guarantee, it should be valid for 2 months beyond the contract period for lodging the claims, if any. The Bank Guarantee should be furnished in the format prescribed by NIFT SRINAGAR.
- 2. The whole amount of the security deposit shall be liable to be forfeited in case of breach of any of the terms agreed upon by the contractor. The security deposit shall also be liable to appropriation against any dues payable to the NIFT, under the agreement or any expenses that may be incurred 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. In the event of appropriation of security deposit fully or partly the contractor shall immediately make good the amount so appropriated from the security deposit in the form of demand draft failing which it shall be adjusted from the amount payable to the contractor.
- 3. The whole amount of the security deposit will be liable to forfeiture in the event of the contractor not being able to continue the contract for the entire duration of the contract at the same rates, terms and conditions.
- 4. If any theft or loss of property is reported by any department / section due to the negligence or improper action of any trespass of unauthorized persons, the Man Power agency shall be responsible and the NIFT shall have the right to recover damages from the payment dues & the security deposit of the agency

DURATION:

- 5. The agreement will be valid initially for a period of one year which may be extended by further two years on year to year basis subject to review at the discretion of NIFT authorities at mutually agreed terms and conditions.
- 6. The contract once awarded can be terminated by either party after giving 30 days notice to the other party. Nevertheless, NIFT may terminate the contract without any notice in case the contractor commits breach of any of the terms of the contract. NIFT's decision that breach has occurred will be final and shall be accepted without demur by the contractor.
- 7. Contractor shall be required to submit an application for continuance of the contract before three months of expiry of the contract if so desired and if such extension is within the scope of the terms of contract.
- 8. If the contractor does not receive the extension letter before expiry of the contract in spite of his

request, the contract shall be automatically treated as expired and no extension shall be granted in any circumstances.

SCOPE OF WORK: MAN POWER SERVICE CONTRACT

1) The Agency / Firm / Company shall provide Manpower at NIFT Srinagar by deploying adequately trained and well-discipline personnel as mentioned above having fair command on Hindi/Urdu & English in respect categories as provided under contract.

ELIGIBILITY CONDITIONS AND QUALIFICATIONS:

- 1) The manpower requirement may vary depending upon the volume of work, functional requirements etc. during the course of the contract.
- 2) The Agency shall ensure that the engaged manpower, as per the description, The Agency will be held responsible to any illegal action by the deployed personnel. Their deployment will be in general shift. The Agency will provide to all deployed personnel identity Cards. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the period of contract also.
- 3) The person assigned duties at the NIFT, should deal with staff, students and visitors, politely and courteously, while enforcing discipline. In case any staff is found to misbehave or indulges in misconduct of any nature, the agency shall be asked to replace that person.
- 4) The agency shall verify character, attendance of Man Power personnel before deployment in NIFT, Campus. The particulars of staff (Name, age, address, qualifications, previous service experience etc., engaged by the Agency should be submitted to the NIFT authorities. NIFT reserves the right to verify the antecedents of the person engaged on duty through local police officials. For this purpose, the agency should submit requisite detailed information and passport-size photographs and extend co-operation in getting the verification done.

BIDDER'S PROFILE (PART -A)

1.	Name of the bidder/firm/agency	
2.	Name of the authorized signatory (whose photograph is affixed)	
2.	Mr/Ms/Mrs	Passport size
3.	Permanent address of the agency.	Photograph of
٥.	1 crimations address of the agency.	the
	Tel. No. (with STD Code) (O) (Fax)	tenderer/autho
	(R) (Mobile)	rized signatory holding power
4.	Registration & incorporation particulars of the firm.	of attorney
	6.1 Proprietorship	
	6.2 Partnership	
	6.3 Private Limited	
	6.4 Public Limited	
	(Please attach attested copies of documents of registration/incorporation of your fir	rm with
	the competent authority as required by business law).	
5.	Name proprietor/partners/directors	
6.	Bidders bank, its address and his current account	
	number	
		• • • • • • • • • • • • • • • • • • • •
7.	Permanent Account Number, Income Tax Circle (Please enclose details if IT Retur	rns of last
	three years separately with documentary proof)	
		• • • • • • • • • • • •
8.	GST Registration No	
	License No. under Contract Labour Act.	
	. ESI No. 11. EPF No	
10		••••
Note: L	Oocumentary proof to be attached for the entries at Serial No. 6,7,8, 9, 10, & 11	
	ereby declare that the information furnished above is true and correct and all the terms/conditions are	
	s in toto. Further, it is declared that we have not been blacklisted /debarred by any organization. A ve information is found incorrect, Institute may cancel our contract and impose any penalty as deem.	
me doo	re nye	j vv
Place	Name and Sign. Of the Authorized	d Person
Date:	of the Firm along with Seal	

FORM I

TECHNICAL BID FOR PROVIDING MANPOWER SERVICES AT NIFT SRINAGAR

1.	Name of the Agency	:		
2.	Address of the Agency	:		
3.	Phone No.:	_ (Mob.)	(e-mail)	
4.	Whether proprietor/ part	tnership Firm / Company:		

S.No.	Required Documents	Attached / Not Attached	Sr. No. of Proof (Must be indicated)
1.	Date of incorporation of the Firm. State whether it is		
	Partnership/ or Proprietorship (attached a certified copy for proof)		
2.	Earnest Money Deposit of Rs.115000 /- (One lakh and fifteen	DD/FDR/Pay	
	thousand) (If registered under NSIC/MSME then submit	order No.	
	copy of Registration)	Date:	
3.	A) Last 3 consecutive years (2019-2020,2018-19.2017-18) experience certificate for successful completion of work issued by the concerned organization (Please attach attested copies of the same along with details as per Annexure I & Annexure II)		
	B) Proof in support of experience of completion of similar works in any GOVT/semi Govt/Reputed Pvt Cos etc during last three years (FY 2019-2020,2018-19,2017-18 as per the clause 1.1 and 1.2 above.		
4	Certified document in support of annual turnover of Rs. 17 lacs Lac or above in each of the last three years FY 2016-17, 2017-18 and 2018-19 (CA Certified statement/certificate for turnover for last 3 years must be enclosed along with Technical Bids).		
5	Registration certificate/License under Contract Labor Act issued from Assistant Labour Commissioner/Regional Labour Commissioner		
6.	Copy of PAN card of the firm		
7.	Copy of the GST no. of the Firm		
8	Proof of GST Return ((Financial Year 2019-20)		
9.	Income Tax return for last 3 years (Financial Year 2018-19,2017-18,2016-17) i.e AY-2019-20, 18-19, 17-18		
10.	Registration certificate from EPF		
11.	Proof of Submission of Challan EPF (Financial Year 2019-20)		
12.	Registration certificate from ESI		
13.	Proof of Submission of Challan ESI (Financial Year 2019-20)		
14.	Address Proof of Registered Office as well Branch office at Srinagar, J&K of the firm agencies.		
15.	Copy of terms and conditions and every page of the tender document duly signed with seal of the firm, in token of acceptance of terms and conditions of tender. (Yes/No)		
16.	Tenderer should not be blacklisted by any Department of the Central or State Government or any PSU or any other		

	organization. An affidavit (notarized) in this effect must be enclosed.	
17.	Valid and effective Quality Assurance ISO certificate held by the firm /Agency for providing Manpower Agencies (copy of the certificate must be attached)	
18	Bank solvency certificate for an amount of Rs 25 lacs (not older then last months from the date of opening of the tender)	
19	Copy of the terms and condition and every page of the tender document duly signed with seal of the firm, in token of the acceptance of terms and condition of the tender. (Yes /NO)	

Note:

- 1) Tender Notice No. 16307(1)/Sgr/Admin/Placement/2018/242 dated 12.08.2020 issued earlier has been cancelled due to poor response. Those bidders who have submitted EMD in reference to above Tender Notice, need not to submit EMD again.
- 2) The tenderer must submit duly self-attested copies of all the relevant documents along with tender documents (Only Technical bid) in physical form also (which are being submitted with Online tender) along with required EMD on or before the opening date of the tender except PRICE BID. Hard copy of technical bid along with EMD should be sent to the Address of NIFT Directors Office, "Director, National Institute of Fashion Technology, NIFT Campus, Rangreth, Srinagar 191132, J&K" by or before 24.11.2020 at 15:00 hrs. NIFT shall not be responsible for postal delay. Tender documents of contractors not producing proof of possessing above mentioned documents are liable to be rejected without any notice.

Dated:	Full Name, Signature & seal of the
	Authorized person
Place.	

FORM II (FINANCIAL BID)

NATIONAL INSTITUTE OF FASHION TECHNOLOGY, SIDCO ELECTRONIC COMPLEX SRINAGAR-191132. <u>Financial Bid</u>

For providing Manpower Services

- This Financial Bid should be filled in by tendering party duly through online mode only.
- 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 on the date informed accordingly in presence of bidders if they wish to be present.

1.	Name of the Tenderer	
2.	Address of the Tenderer	
3.	Phone No.	
	Fax No.	
4.	Whether proprietary/partnership firm or	
	company	
5.	Name (s) of the Proprietor or Partners of the	
	firms	

Seal & Sign
Contractor/ Agency

Dated: Place:

Charges to be quoted as per Minimum wages (As per Ministry of Labour & Employment Office of the Chief Labour Commissioner, New Delhi)

SI. No	Type of Workers	Minimum Wages (Basic+VDA) Monthly Charges calculated on the basis of 26 days	EPF@ EPF along with Admin charges i.e. 12.5%	EDLI i.e. 0.5%) Upto ceiling of Rs. 75 per person	ESI (@ 3.25%)	Sub Total in Rs. (3+4+5+6)	Service Charges/ Profit Margin on Minimum Wages, or any other cost if any Rs./Person/ Month	Rs./ Person/Month (7+8)
1	2	3	4	5	6	7	8	9
(A)	Semi-Skilled	15678/- (@603 per day)	1959.75	75	509.535	18,222.00	Rs./Person/ Month Common for All	
(B)	Skilled	18382/- (@707 per day)	2297.75	75	597.415	21,352.00	Rs	
(C)	Highly Skilled	20202/- (@777 per day)	2525.25	75	656.565	23,459.00	In Words Rs:	

Note:

- 1. While quoting the Service Charges under Column 8 of Appendix -I, the bidder must note that following expenses are to be borne by it from the quoted amount:
- I. Profit of the agency
- II. Salary and other benefits of one supervisor & leave reserve (one person per ten employee)
- III. Admin charges to run EPF and ESIC etc. accounts of the outsourced employees
- IV. Any other expenses that are incidental to contract.
- V. Also, to take in account the TDS on the whole amount of the bill on account of Income Tax as per prevalent norms.
 - 2. The minimum wages mentioned above have been taken into consideration on the basis of OM No. 1/20(1)/2020-LS-11 of dated 12/10/2020 issued by Government of India Ministry of Labour & Employment, Office of the Chief Labour Commissioner(C) New Delhi. However, any increase in rates by the Government will be paid by NIFT, Srinagar to the contractor on production of bill and relevant Circular.
 - 3. L-1 would be decided on the basis of amount of service charges/ profit margin quoted in INR by the tenderer under Column 8 of Appendix –I. In case two or more tenderers quoting same rates/same profit margin, preference will be given to the tenderer having maximum experience of providing manpower service in office and secretarial works in any organization as per the records submitted by the bidders at the time of submitting the tender.

The recommendations of the Committee and the decision of the Director, NIFT Srinagar shall be final in all respect and shall be binding on bidders.

- 4. The Service Provider service Charge/ Profit margin must be same for all categories.
- 5. The no. of manpower's mentioned above may be increased or decreased as per the situational requirement. The final number of staff shall be placed as per the actual requirement at the time of awarding the contract, after approval of the Competent Authority. As of now, 06 Number of staff have been hired on outsource basis under Manpower Category.
- 6. GST as per prevalent rules shall be paid by NIFT over and above quoted amount. TDS on GST shall be deducted as per norms.
- 7. The VDA as notified by GOI from time to time.
- 8. The final number of manpower services shall be placed as per the actual requirement at the time of awarding the contract, after approval of the Competent Authority. Payment to the agency will be made as per actual deployment of manpower based on requirement working days of the Institute (i.e. NIFT Srinagar for its Campus & Hostel situated at Rangreth SIDCO Electronic Complex)

lace:	Signature of the tendered
Date:	Address
	Phone No.

UNDERTAKING BY THE CONTRACTOR

I have carefully gone through the various terms and conditions mentioned in the tender document. I agree to all the conditions and offer to provide Manpower Services at NIFT Srinagar for its Campus & Hostel situated at Rangreth SIDCO Electronic Complex). I am making this offer after carefully reading the conditions and understanding the same. I have acquainted with the tasks required to be carried out, before making this offer. I hereby sign this undertaking as token of our acceptance of various conditions listed above. I also certify that the documents submitted by me are true and correct in order to the best of my knowledge and belief. In case any of the documents submitted by me is found false, I understand that institute has the right to reject my offer/tender at any point of time.

Place:			
Date: _			 _

Seal & Sign Bidder/Authorized official

Contact No: Email: Address

Statement of the clients during last three years

S. No.	Name and Address of the firm	Name, Designation and Contact Phone no. of the official incharge	No. of Manpower deployed	Period of Contrac t From -	Monthly contract amount (Rs.)	Total value of Contract (Rs.)	Total Year of Experien ce	Sr. no. of proof attache d
1	2	3	4	5	6	7	8	9

S.No.	Name and Address of the firm	Name, Designation and Contact Phone no. of the official in-charge		Period of Contract From - To	Monthly contract amount (Rs.)	Total value of Contract (Rs.)	Total Year of Experien ce	Sr. no. of proof attached
1	2	3	4	5	6	7	8	9