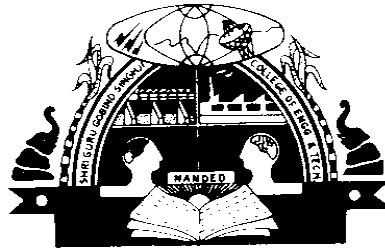


FOR AUTHORIZED USE ONLY

**SHRI GURU GOBIND SINGHJI INSTITUTE OF ENGINEERING & TECHNOLOGY,
VISHNUPURI, NANDED – 431 606**



TENDER DOCUMENTS

For

**PROVIDING UN-SKILLED LABOUR SERVICE
TO THE INSTITUTE CAMPUS**

NAME OF AGENCY: _____

AGREEMENT No. : _____

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

A) DETAILED TENDER NOTICE

1) INVITATION OF TENDER:

Online tenders are invited by the Director, on behalf of Shri Guru Gobind Singhji Institute of Engineering & Technology, Vishnupuri, Nanded, for **“Tender for Providing Unskilled Labour Services to the Institute Campus.”**

2) DETAILS OF WORK:

Online tenders are invited by the Director, Shri Guru Gobind Singhji Institute of Engineering & Technology Vishnupuri, Nanded, for the following work from Govt. Registered Contractor or Agencies. The name of work, earnest money, security deposit, period of work etc. are as under.

1	Name of Work	: Providing Unskilled Labour services to the institute campus
2	Name of contractor:	:
3	Date of Receipt of Tender	: Online As per tender schedule
5	No. and date of work order	:
6	Amount of Contract	: Rs.
7	Tender cost	: Non refundable price of Rs.2000/- to be paid online
8	Earnest Money Deposit	: Rs. 75,000/- (Rs. Seventy Five Thousand only) to be paid online (for details see D) clause 2)
9	Security Deposit	: 5.0 % of awarded contract value
10	Initial Security Deposit	: 2.5 % of the contract value (inclusive of Earnest Money Deposit) to be deposited within SEVEN days of tender award
11	Balance Security Deposit	: 2.5% of the Contract value to be deducted from each Running Account Bill in the course of the work.
12	Validity of tenders	: The tender shall be valid for a period of 90 days after the date of opening of tender.
13	Period for Downloading Tender Forms	:Refer Online schedule on portal https://mahatenders.gov.in
14	Last date and time for online bid preparation and hash submission (technical and financial)	:Refer Online schedule on portal https://mahatenders.gov.in
15	Receipt of online EMD, Self-Declaration on plain paper in prescribed format given in Annexure I and Tender Document fees, to be paid online only via Payment Gateway mode/ TDR of Additional performance Security Deposit (If required)	Document Tender Fee and EMD to be paid via online mode only. Any type of exemption for E.M.D. will not be given or considered. The tenders not accompanied by an earnest money deposit shall be treated as “non-responsive” and may be rejected. The E.M.D. will be returned promptly to the unsuccessful tenders.
16	Period of contract	: One year, may be extended based on performance
17	Certified that this original Agreement contains	: Pages 0 to 20 (No. of Pages:21)

3) **E-TENDERING PROCEDURE**

3.1) **E-TENDERING PROCEDURE**

- 3.1.1 Tender should have valid class II/III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to www.mahatenders.gov.in and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate.
- 3.1.2 For any assistance on the use of Electronic Tendering System, Users may call the number: **24x7 Help Desk Toll FREE No-18002337315**
- 3.1.3 Tender should install the Mandatory Components available on the Home page of www.mahatenders.gov.in under the Section 'Mandatory Components' and make the necessary Browser Settings provided under section 'Internet Explorer Setting' <https://www.mahatenders.gov.in>

3.2) **PRE-REQUISITITES TO PARTICIPATE IN THE TENDERS PROCESSED BY SHRI GURU GOBIN SINGHJI INSTITUTE OF ENGINEERING AND TECHNOLOGY:**

3.3) **ENROLMENT AND EMPANELMENT OF CONTRACTORS ON ELECTRONIC TENDERING SYSTEM:**

The Contractors interested in participating in the Tenders of **Shri Guru Gobind Singhji Institute of Engineering and Technology** Process by using the Electronic Tendering System shall be required to enroll on www.mahatenders.gov.in the Electronic Tendering System to obtain user ID.

After submission of application for enrolment on the System, the application information shall be verified by the authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Contractor shall be approved. The Contractors may obtain the necessary information on the process of enrolment either form Helpdesk Support team or enroll directly on Web site www.mahatenders.gov.in

3.4 **OBTAINING A DIGITAL CERTIFICATE**

The Digital Certificates are issued by an approved Certifying Authority Authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data/ information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data during the Bid Preparation. In case, during the process of preparing and submitting bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he/she may not be able to submit the Bid online. Hence, the User are advised to store his / her Digital Certificate secure and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney to that User to submit the bid on behalf of the partnership Firm. The partnership firm has to authorize a specific individual by an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner is required to authorize in the same form.) to use the digital certificate as per Indian Information Technology Act, 2000. Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized user will be binding on the Firm. It shall be the responsibility User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant. For information of the Process of application for obtaining Digital Certificate, the Contractors may visit the section 'Digital Certificate 'on the Home Page of the Electronic Tendering System.

3.5 RECOMMENDED HARDWARE AND INTERNET CONNECTIVITY

To operate on the Electronic Tendering System, the Contractors are recommended to use computer System with at least 1 GB RAM and broadband connectivity with minimum 512 kbps band width, Windows 7.0, Java 6.10 and I.E.7.0 and above.

To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System. The utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the E-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the system, or alternatively, contact the Helpdesk support Team on information/guidance on the process of setting up the System.

3.6) STEPS TO BE FOLLOWED BY CONTRACTORS TO PARTICIPATE IN THE E- TENDERS PROCESSED BY MAHATENDERS

3.6.1 PREPARATION OF ONLINE BRIEFCASE

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicate briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and submission stage. In Case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single pdf file of all the documents of same type or compress the document in a single compressed file in .zip or .rar formats and upload the same.

It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to Shri Guru Gobind Singhji Institute of Engg. & Tech. Vishnupuri, Nanded at the time of tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation as well as during Decryption.

3.6.2 ONLINE VIEWING OF DETAILED NOTICE INVITING TENDERS

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by SGGGS Nanded on the e-tendering Portal on <http://www.mahatenders.gov.in> under the **Organization Shri Guru Gobind Singhji Institute of Engineering and Technology.**

3.6.3 DOWNLOAD OF TENDER DOCUMENTS

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents online.

3.6.4 ONLINE BID PREPARTION

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering authority of SGGGS Nanded. In the Upload able document type of templates, The Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

3.6.5 SHORT LISTING OF CONTRACTORS FOR FINANCIAL BIDDING PROCESS

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The short listed Contractors will be intimated by e-mail.

3.6.6 OPENING OF THE FINANCIAL BIDS

The Contractors must be present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the SGGGS Nanded -Tendering Portal immediately after the completion of opening process.

3.6.7 TENDER SCHEDULE (KEY DATES)

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column "Contractor Stage" as indicated in the Time Schedule in the detailed tender notice for the Tender. All the online activities are time 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 Tender Schedule. At the sole discretion of the tender authority, the time schedule of the Tender stages may be extended.

Schedule of e-Tender as follows:-

Sr.No.	Details	Date	Time
1	Date of publication of e-tender	25/06/2018	11.00 AM
2	Date of commencement of sale of e-tender	25/06/2018	11.00 AM
3	Last date of sale of e-tender	11/07/2018	10.00 AM
4	Date of commencement of e-tender clarification	25/06/2018	11.05 AM
5	Last date of e-tender clarification	10/07/2018	16.00 PM
6	Pre-bid meeting	04/07/2018	14.00 PM
7	Date of commencement of tender submission	25/06/2018	11.05 AM
8	Last date of e-tender submission	11/07/2018	01.00 PM
9	Date of e-tender opening	13/07/2018	14.00 PM

4) MODE OF SUBMISSION OF TENDER:

01. The bidders are required to submit duly filled Technical Bid and financial Bid **online only**. The bidder will be shortlisted on the basis of their competence after opening the Technical Bid. The financial bid of only those bidders who are short listed on the basis of **online** technical bid will be opened and the bid with lowest quotation amongst the open bids will normal be approved.
02. For the last date of receipt of sealed tender may be checked from online key schedule.
03. The tender will be opened as per online schedule.
04. The tender details are also available at Notice Board of REGISTRAR's office of this Institute and institute's web site.
05. This office reserves the right to postpone/and/or extend the date of receipt, opening of bids or to withdraw the same without assigning any reason thereof.
06. The contractors are required to submit the bids only after satisfying each and every condition laid down in the terms and conditions.
07. The tenderer should put current postal address in Index on forwarding latter.

The tenderer while submitting the tender should submit the documents in two sealed covers as below.

5) DOCUMENT TO BE SUBMITTED

ENVELOPE NO 1: Sealed Envelope No.1 i.e. **Technical Bid** should contain scanned Copy of following documents. Bidder should upload the same

Docu ment No.	Details of document to be uploaded	No. of pages
5.1	Forwarding letter on letter pad enlisting following documents with No. of Pages.	
5.2	Valid certificate of Registration under Shop and Commercial Establishment Act 1948 duly renewed.	
5.3	Valid registration certificate under Employees Provident Fund Misc. Provisions Act 1952	
5.4	Certificate of Registration with Employees State Insurance Corporation	
5.5	Certificate of Income Tax PAN Number.	
5.6	Certificate of Registration with Professional Tax Officer, Govt. of Maharashtra.	
5.7	Certificate of Registration for GSTIN.	
5.8	Income tax assessment copies for the last three financial years.	
5.9	ISO Certified.	
5.10	Valid Completion Certificate for a single any manpower Services work costing not less than Rs. 3.00 Lakhs per month without tax in last five financial years (i.e. 2013-14, 2014-15, 2015-16, 2016-17, 2017-18) and up to the date of publishing the tender from Government / semi Government department shall be eligible and only such offers shall be opened	
5.11	Certificate issued by the Chartered Accountant of average turnover should be 30 lakhs and above for the last the financial year (i.e. 2015-16, 2016-17, 2017-18) in the respect of providing man power services. Turn over certificate for each financial year should be attached separately.	
5.12	Scanned copy of Partnership Deed/ Certificate of Registration in case of Pvt. Ltd. Co. with list of Directors, their name and address with telephone numbers. If the tender is partnership firm or Private Ltd. Co., Power of Attorney/ Resolution of Board of Directors for authorized signatory. (If applicable)	
5.13	FORMAT- A	
5.14	FORMAT- B	

ENVELOPE No. 2: Sealed **Envelope No.2.** must contain following documents.

- i) **Online filled tender documents i.e. finance bid**

6) AWARD OF CONTRACT:

The award of contract will normally be made within 30 days after the opening of the tender. The offer should be valid for 120 days from opening of Envelope no. 2.

7) WHOM TO CONTACT:

For any further information on the tender, The REGISTRAR, Shri Guru Gobind Singhji Institute of Engineering & Technology, Vishnupuri, Nanded, may be contacted.

8) ELIGIBILITY CRITERIA AND REQUIREMENTS:

1. All the documents from Sr.No.5.1 to 5.15 shall be given by the contractor in Envelop No. 1 correctly and completely otherwise his Envelop No.2 will not be opened.
2. a. The applicant must upload relevant documentary evidence along with the tender application form.
b. Non disclosure 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 Unskilled Labour supply 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 **providing Unskilled Labour 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 sub-let contract awarded to the applicant to any other person.
8. The applicant does not suffer/ has not suffered any disqualification to render the Unskilled Labour supply 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.

B) 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 made 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 also fulfills the tender conditions.
- 7) The Director reserves the right with himself to delete any item or items or to increase or decrease of 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 REGISTRAR.
- 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.**

C) 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 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 witness 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 an 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.

D) 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 & Service Tax.

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

- 2.1 Ernest money as stipulated in the tender shall accompany each 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 Amount of **Security Deposit is 5% of annual tender cost.** The successful tenderer will be required to deposit 50 % of SD at the time of agreement and balance amount is deducted from every running bills with equal installments for 12 calendar months.
- 3.2 After completion of one year of contractual period, the same per month installments of SD will be deducted from running bills for next contractual period. This 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 adjusted to such Security Deposit, allowing the tenderer to deposit the balance amount.

- 3.3 Security deposit shall not be accepted in the form of bank guarantee, FDR etc.
- 3.4 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.
- 3.5 The security deposit or part of security deposit as decided by Director will 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.
- 3.6 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 completion report.
- 5.2 The contractor should pay the wages of workers on or before 5th day of every month.
- 5.3 The contractor shall submit its monthly bill after the payment of wages workers along with Statutory Compliance Report (As per Annexure-I) and necessary supporting documents.
- 5.4 The payment contractor will be made within 1 week from the date of submission of the bill along with supporting documents subjected to clarification of satisfactory work done by the Department Concerned.
- 5.5 SGGGS 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 as mentioned in the Annexure-I. **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.**
- 5.6 All payments to the agency shall be made through crossed Account Payee cheques / NEFT /RTGS.

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 anytime during the course of the contractual period by giving fifteen days notice to the contractor. Also the contractor can request for termination of 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 Contractor should give demonstration of fire extinguisher once in six months on his own cost.
- 9.3 The contractor shall carry out at his own expense the arrangement of entire work having full regard for the safety of the workers working at site. All safe practice shall be strictly adhered to by the contractor like providing gloves when handling sharp objects, electric gadgets etc and gum boots while working in a grass. The contractor shall educate all his workmen regarding following safe working practices. He shall provide first aid boxes at site In spite of observing safe methods.
- 9.4 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 the 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 **unskilled** persons with their entry and exit time.

- 11.6 The 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 persons 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 site office.
- 11.9 The Contractor should have to make the insurance of all the workers working in the Institute under this contract, submit the copy of same.
- 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 Proof of remittance of PF/ ESI should be produces while submitting the bill for the same month failing which the payments will not be made.
- 11.13 This contract is placed temporary and no liability lies with the Institute for regulation of **unskilled** persons provided by you.
- 11.14 The **Unskilled** person should be well mannered, disciplined, alert and medically fit. They should be able to read and write Marathi, Hindi and also read names and addresses in English.
- 11.15 The Agency shall provide gift parcel of sweets to his each attendants costing not less than Rs. 500/- on eve of DIWALI FESTIVAL. No separate claim will be given to the agency for this expenditure.

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:

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 representative at department 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 REGISTRAR 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 processdings 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.

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 Bonous.** 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 and Bonous as mentioned above.

CLAUSE 16. **Agreement**

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 and common set of conditions and deviations issued with reference to Pre-bid Meeting.
- D. Letter of Negotiations.
- E. Work Order.

16. Special Conditions of Contract:

- 16.1 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.
- 16.2 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.
- 16.3 The contractor has to attend meeting with competent authority as and when required. He should attend at least one meeting in every month.
- 16.4 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.
- 16.5 Appropriate manpower with requisite qualification may be provided by the vendor as per the requirement of the institute / department.
- 16.6 Any disputes or differences, Questions whatsoever arises from this Tender or Contract will subject to **NANDED JURIDICTION ONLY.**

CLAUSE 17. Risk and cost

In case of failure of the agency to provide satisfactory service, the institute reserves the right to get the this Services work done from any other agency at 1.2 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: Conditional Tender

The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are in complete in any respect are likely to be rejected without assigning any reason thereof.

- 18.1 The Tenderers shall be presumed to have carefully examined the conditions and specifications of the work and have fully acquainted themselves with all details of the site, the labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.
- 18.2 The data whatsoever supplied by the Department on with the tender documents are meant to serve only as guide lines for the tenderers while tendering and the Department do not take any responsibility whatsoever either for the accuracy of data for their comprehensiveness.
- 18.3 All scanned pages offender documents, conditions, specifications, corrections slips etc. shall be initialed by the tenderer.
- 18.4 The successful tenderer will be required to produce to the satisfaction of the specified concerned authority availed concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn.

500 Rs. Bond Paper

AFFIDAVIT

I _____ Age _____ Years residing at
_____ by way of this
affidavit do hereby solemnly affirm and declare that I
_____ Proprietor/ Partner of the _____

Firm and submitting he tender for the work of “**Unskilled Labour supply services**” The documents, I have submitted in Envelope No. 1 are true and correct. I further solemnly affirm that there is no incorrect or misleading or incomplete information submitted in the documents. If the incorrect or misleading or incomplete information found in the documents, I will be responsible for the legal consequences and eligible for legal action.

Contractors Signature with Seal

DECLARATION

I hereby agree to 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 **Unskilled Labour supply 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.

Contractor's Signature with seal
(Before Submission of tender)
Postal Address:

Name : _____
Street : _____
Village/City : _____ Taluka: _____
District : _____
Pin : _____

Date the _____ day of _____ 2018

Signature of Witness _____

(Witness to contractor's Signature)
Name & Address of Witness:

Name : _____
Street : _____
Village/City : _____ Taluka: _____
District : _____
Pin : _____
Occupation : _____

ANNEXURE-I

**FORMAT OF MONTHLY CERTIFICATE OF COMPLIANCE OF
STATUTORY OBLIGATIONS BY THE CONTRACTOR**

From : _____
W.C. No. : _____
For the month of : _____

- 1 Has the Attendance Muster cum Wage Register of persons engaged during the month, duly signed by the individual employees and countersigned by the Representative of the Company? Yes/No
- 2 No. of man-days worked. (Verified with Attendance Muster Cum Wage Register) Yes/No
- 3 Minimum Number of Persons employed on any working day during the month (Verified with Attendance Muster Cum Wage Register) Yes/No
- 4 Have all employees been paid wages, Special Allowance and HRA, Bonus and statutory allowance if any at the rates not lesser than the minimum rates prescribed by the Government under relevant enactments? (Verified with Attendance Muster Cum Wage Register) Yes/No
- 5 Have all employees been given paid weekly off? Yes/No
- 6 Have all the employees been extended coverage of PF/EPF & ESI as per the eligibility under PF Act and other concern Act? Yes/No
- 7 Are appropriate deductions made towards Professional Tax and Income Tax from the salary wages paid? (Verified with Attendance Muster Cum Wage Register) Yes/No
- 8 Are all deductions effected from the Salary/wages are as per provisions of the Payment of Wages act? (Verified with Attendance Muster Cum Wage Register) Yes/ No

9 Are following Registers required under provisions of various statutes maintained up to date in the prescribed format, kept available the premises of the Company for the Inspection of any Statutory Authority on demand? Yes/No

A) Register of Persons Employed

B) Muster Roll

C) Register of Wages

D) Register of Deduction

E) Register of Advance

10 Has the license under the provisions of Contractor labour (R & A) Act been obtained/ renewed and kept operative? Are the half yearly/ yearly returns submitted in time of the Authority under the Act? (Attach Xerox Copy) Yes/No

Signature of the Contractor

Signature of Security Officer

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

Name of work: Providing Unskilled Labour supply Services for Institute

SCHEDULE “B”

Item No.	Particulars of Work/Item	Unit	Rate per Unit per month in Rs.	Total Amount in Rs. For per month
01	Providing Labours (Un-Skilled) for various departments for doing the work in Laboratories / Garden as per instructions of the Supervisor. They will to work at place as and when required in the Campus.	50 Nos.		
			Total:	

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

Date:

Sign. of CONTRACTOR
Seal of firm

FORMAT – A
(To be provided in Envelop No.1)

Contractors should furnish correct information regarding his bank account. All the transaction in future will be done on following account.

Sr. No.	Particulars	
1	Name of Bank	
2	Name of Branch	
3	IFSC Code	
4	Account No.	
5	Type of Account	

Undertaking

I _____ age _____
Residency _____ Dist. _____.

I declare that above mentioned all information is true and correct. Due to some reason this information is wrong, I will be responsible for this conditions.

For

(Company Name)

Name of signing authority/ Designation / Place /Date

SIGNATURE OF TENDERER

FORMAT – B
(To be provided in Envelop No.1)

Contractors should furnish correct postal address along with E mail ID and Phone number for further communication.

A) Postal Address:

Name : _____

Street : _____

Village/City : _____ Taluka: _____

District : _____

Pin : _____

Date the _____ day of _____ 201

B) Email ID :

C) Phone No.:

1) Land Line No.:

2) Mobile No.:

SIGNATURE OF TENDERER