



**National Institute of Electronics and Information Technology
(NIELIT), Aurangabad**

(An Autonomous Scientific Society of, Ministry of Electronics & IT, Govt. of India)
CEDT Complex, Dr. Babasaheb Ambedkar Marathwada University Campus,
Aurangabad – 431 004 (MS)
Phone: 0240-2982021, 2982022. Website: www.nielit.gov.in/aurangabad

Ref. No. NIELIT-A/Admin/Hostel-Mess/01/2018-2019

Date: 25.03.2019

**Tender Document for
Outsourcing of Manpower
with Other Requisite Items
for Hostel Mess
At NIELIT, Aurangabad**

Due Date: 18-04-2019 upto 15:00 hrs

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Ref.No. NIELIT-A/Admin/Hostel-Mess/01/2018-2019

Date: 25.03.2019

Notice Inviting Tender

(DUE DATE : 18-04-2019 up to 15-00 Hrs.)

**Outsourcing Of Manpower With Other Requisite Items For Hostel Mess
At NIELIT, Aurangabad**

On behalf of the Executive Director, NIELIT, Aurangabad, sealed tenders are invited for running Hostel Mess at NIELIT, Aurangabad by providing requisite manpower and other requisite utensils/items/gas etc required for cooking food only. The tender documents containing all the details, terms & conditions may be downloaded from web site (www.nielit.gov.in/aurangabad or www.eprocure.gov.in).

If you are in a position to quote for running Hostel Mess at NIELIT, Aurangabad by providing requisite manpower and other requisite utensils/items/gas etc strictly conforming to the Instructions, terms and conditions and in accordance with the requirements detailed in the tender documents, please submit your tender in two bids, i.e., **Part-V: Annexure-I (Technical Bid) containing the Terms & Conditions and Annexure-II (Financial Bid)** being the price bid separately in two sealed envelopes, exactly as detailed in the enclosed General Instructions.

Please read carefully the Instructions, Terms and Conditions given in the Tender Documents before submitting the tender.

Notice Inviting Tender for Outsourcing Of Manpower With Other Requisite Items For Hostel Mess At NIELIT, Aurangabad

Place for opening of the bid	National Institute of Electronics and Information Technology, CEDTI Complex, Dr. B.A.M. University Campus, Aurangabad, Maharashtra -431004
Last Date & time of Submission of Bid	18-04-2019 upto 15:00 Hrs.
Date & Time of Opening of Technical Bid	22-04-2019 at 15:00 Hrs.
Date & Time of Opening of Financial Bid	23-04-2019 at 15:00 Hrs.

GENERAL INSTRUCTIONS

- The Tender document has to be downloaded from web site (www.nielit.gov.in/aurangabad or www.eprocure.gov.in) and be submitted online through CPP Portal www.eprocure.gov.in along with the scans of tender document fee of **Rs. 500/- (Rupees Five Hundred only) (non-refundable)** and EMD of **Rs. 20,000/- (Rupees Twenty Thousand only)** in the form of Account Payee Demand Draft in favour of "National Institute of Electronics and Information Technology, NIELIT" payable at "Aurangabad (Maharashtra)".
- Apart from submission of bid through CPP Portal, the original hard copy of Technical Bid along with original Account Payee Demand Drafts for Tender Document Fees and EMD as above should reach at the following address on or before the date and time of the bid closing:

**The Executive Director
National Institute of Electronics and Information Technology (NIELIT),
Dr. B.A.M. University Campus,
Aurangabad, Maharashtra-431004**
- Aspiring bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost.
- Bidders are also advised to go through instructions provided at **Part -III- Terms and Condition, especially Point L - PROCEDURE FOR SUBMISSION OF THE BIDS.**
- Bid and supporting documents must be uploaded through e-procurement. Hard copy of the Tender Documents will not be accepted if not uploaded on e-procurement portal. This hard copy shall not entail the bidder to be eligible for consideration of bid unless and until the bid is complete in all respects is submitted through e-Procurement portal. Any variation in hard copy of technical bid from the uploaded technical bid shall make the bid liable to rejection.

6. No physical sale of Tender Document will be done and there is no exemption from payment of tender document fee and EMD. The bids without tender document fee and EMD shall be summarily rejected. However, the bidders who are Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempt from payment of **EMD only**.
7. The Bidder shall bear all costs associated with the preparation and submission of its bid and NIELIT Aurangabad will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.
8. Interested bidders are advised to study the document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.
9. The Executive Director, NIELIT-Aurangabad reserves the right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the NIELIT-Aurangabad shall be final and binding.
10. If NIELIT-Aurangabad deems it appropriate to revise any part of this Tender Document or to issue additional data to clarify an interpretation of the provisions of this Tender Document, it may issue supplements to this Tender Document. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, official communication over email/post, etc. will be communicated to all the bidders by putting up on NIELIT-Aurangabad Website (<http://www.nielit.gov.in/aurangabad>) and/or www.eprocure.gov.in. Any such supplement shall be deemed to be incorporated by this reference into this Tender Document.
11. NIELIT-Aurangabad, at its sole discretion, may extend the deadline for the submission of bids, and the extended date will be displayed on the website <http://www.nielit.gov.in/aurangabad> & <http://www.eprocure.gov.in>.
12. The contract can be terminated at any time without assigning any reason by giving a notice of one month by NIELIT, Aurangabad.
13. The Institute reserves the right to accept or reject any bid without assigning any reason whatsoever.
14. Incomplete bids are liable to be rejected.
15. Late bids shall not be accepted and no correspondence in this regard shall be entertained.
16. The decision of the Executive Director, NIELIT, Aurangabad on any dispute, arising out of or relating to the contract, including the interpretation of a part or full of this document, shall be final and binding on the parties.
17. Bidders can access tender documents on the website, fill them with all relevant information and submit the completed documents into electronic bids on the website <https://eprocure.gov.in/eprocure/app/>.

18. Pre-Bid Meeting:

- a) NIELIT will host a Pre-Bid Meeting of prospective bidders as per the schedule mentioned at Schedule of Events. The representatives of the interested organizations may attend the pre -bid Meeting at their own cost. The purpose of the Meeting is to clarify any doubts regarding the scope of work. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender document. A maximum of two representatives of each Bidder shall be allowed to participate in the meeting. The venue for the Pre bid Meeting is mentioned below:

National Institute of Electronics and Information Technology
CEDTI Complex, Dr. B.A.M. University Campus
Aurangabad, Maharashtra-431004

- b) Any change in Venue and Time for Pre-Bid Meeting will be displayed on NIELIT website <http://nielit.gov.in/aurangabad/> at least one day before the schedule of Pre-Bid Meeting. Enquiries and clarification, if any, shall be addressed to:

National Institute of Electronics and Information Technology
CEDTI Complex, Dr. B.A.M. University Campus
Aurangabad, Maharashtra-431004

- c) The enquiries and clarification may also be send vide email to stores.aur@nielit.gov.in on or before 03.04.2019. The subject of the e-mail shall be enquiry regarding Outsourcing of Manpower with Other Requisite Items for Hostel Mess at NIELIT, Aurangabad
- c) During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration. NIELIT shall endeavor to provide clarifications and such further information as it may, in its own sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding.
- d) In respect of clarification received, the following shall apply
- a. NIELIT reserves the right not to consider any condition or query that, in the own sole discretion of NIELIT, is found unacceptable.
- b. If in NIELIT's opinion, certain conditions are acceptable, in whole/revised or in part, the same revised and finalized conditions by NIELIT and the accepted conditions, if any, will be posted on NIELIT Aurangabad website <http://nielit.gov.in/aurangabad> only.

PART-I

Notice Inviting Tender for Outsourcing Of Manpower With Other Requisite Items For Hostel Mess At NIELIT, Aurangabad

Schedule of Events

Tender No.	NIELIT-A /Admin/Hostels-Mess/01/2018-2019
Services to be offered	Outsourcing of Manpower with Other Requisite Items for Hostel Mess at NIELIT Aurangabad
Details of Contact Person for clarifications/queries	Chairman of Mess Committee National Institute of Electronics and Information Technology, Dr. BAM University Campus, Aurangabad - 431 004
Cost of Tender Document (non-refundable)	Rs. 500/- (Rs. Five Hundred Only), inclusive of GST as applicable.
Estimated cost of contract work	Rs. 10,00,000/- (Rs. Ten Lakh) per annum
Earnest Money Deposit (EMD)	Rs. 20,000/- (Rs. Twenty Thousand Only)
Publishing Date	26-03-2019
Website for downloading Tender Document, Corrigendum's, Addendums Etc.	http://www.nielit.gov.in/aurangabad or www.eprocure.gov.in
Pre-Bid Meeting	04-04-2019 at 14:00 Hrs
Bid Submission Due Date & Time	18-04-2019 upto 15-00 Hrs.
Technical Bid Opening Date & Time	22-04-2019 at 15:00 hrs
Financial Bid Opening Date & Time	23-04-2019 at 15:00 hrs
Address for Submission of Hard copy of Technical Bid (including Tender Document Fees & EMD) on or before the closing date and time of bid submission	The Executive Director NIELIT Aurangabad Dr. B.A.M. University Campus Aurangabad : 431 004
Venue for Technical and Financial Bid opening	NIELIT Aurangabad Office
Tender Document and Financial Bid Validity	Bids shall be valid for acceptance for a period of at least 180 (One Hundred and Eighty) days from the last date of submission of bid. The Bid with lesser validity period is liable to be rejected.

Disclaimer

This tender is not an offer by NIELIT-Aurangabad, but an invitation to receive offer from **Eligible Bidders**. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officer of NIELIT-Aurangabad with the bidder.

**Head (Administration)
NIELIT-Aurangabad**

Part – II

Background and Scope of Work

A. Background

NIELIT Aurangabad Centre (erstwhile CEDTI) established in the year 1987 is one of the prominent Centres among 42 Centres of National Institute of Electronics and Information Technology (NIELIT), a capacity building arm of Ministry of Electronics and Information Technology, Government of India. Located inside [Dr. Babasaheb Ambedkar Marathwada University Campus, Aurangabad](#); the Campus spreads over more than 18 acres, with about 14 well equipped laboratories and Mechanical workshop; besides a rich Library, Gymnasium for students, Auditorium, Canteen, Basketball ground, Volley ball ground, Kho Kho ground, etc.

The prime role of the Centre is to train manpower in Electronics Design & Technology, IT, Electronics Product Design & Development, Manufacturing (Electronics & Mechanical) Technology, Applied research and Consultancy in the field of Information, Electronics and Communication Technology (IECT).

The Centre is functioning with the following **Objectives**:

- To bring an innovative, entrepreneurial spirit along with excellence in teaching, learning and research to develop leaders in IT and Electronics.
- To generate and keep update Industry-ready quality professionals with knowledge-based skill set in IECT and allied fields through formal and informal education system.
- To establish a Quality system of examination and certification that is globally recognized and provides a fair assessment of the competency of students
- To maintain close links with Industries, R&D and Academic Institutions to promote electronics, IT and industrial design culture
- To develop entrepreneurs, experts and designers, carry out R&D and provide Industrial Consultancy in IECT
- To offer e-Training in Electronics, Information Technology and Industrial Design methodology and production technique

NIELIT Aurangabad Centre offers varied range of courses in Formal and non-Formal Sector in the areas of IECT. The most sought after Formal Sector Courses that the Centre offers includes AICTE approved DEPM, B.Tech (Electronics System Engineering), M.Tech (Electronics Design and Technology) Courses. The Centre is also a Research Centre of the Dr. Babasaheb Ambedkar Marathwada University, Aurangabad for conducting **research leading to award of Ph.D. Degree** in Engineering and Technology. Besides, it also conducts a Diploma program in Electronics Production and Maintenance. The **Centre also periodically run some of the residential training courses for Army person, public personnel, faculty and general students.**

B. Scope of Work

- i. The National Institute of Electronics and Information Technology, Aurangabad requires the services of reputed well established and financially sound professional bidders for running Hostel Mess at NIELIT, Aurangabad by providing requisite manpower and other requisite utensils/items/gas etc to provide total support for running of mess services including cook, other support staff, utensils, freezer etc. The deployed manpower has to prepare breakfast, lunch and dinner as per the menu. However, the requisite raw material will be provided on need basis to employees of bidder deployed at premises of NIELIT Aurangabad and the unused material should be returned on same day itself.
- ii. On receipt of the request, the selected Bidder will be required to empanel sufficient number of personnel for each post.
- iii. Presently, the requirement of manpower is as under:

Sl. No.	Particulars of Manpower	Category	Manpower Required
1	Cook	Skilled	1 No.
2	Assistant Cook	Semi Skilled	1 No.
3	Chapatti Maker Cum Dish Washer	Semi Skilled	2 Nos.
4	Janitor Cum Helper (Multi Tasking Staff)	Un Skilled	1 No.

If required bidder may be asked to deploy additional manpower within 5 (five) days of intimation.

- iv. The employees of the Bidder deployed at the premises of NIELIT, Aurangabad shall keep ready and provide the food on all days at the time schedule given below:
 - a. Breakfast – 8:00 AM to 9:30 AM
 - b. Lunch – 12:30 PM to 2:30 PM
 - c. Dinner – 7:30 PM to 9:30 PM

The employees of the bidder strictly abide by the timings given above. The Vendor is required to provide Breakfast, Lunch and Dinner etc. at present to nearly 100 Students of the NIELIT, Aurangabad on daily basis.

- v. Hostel Mess premises comprise area of about 150 Sq. Mts. consisting space for kitchen, cooking, store room, pantry and dining. furniture, raw materials, cleaning material, electricity and water shall be provided by the Institute. However, manpower, utensils, gas connection, refrigerator and any other cooking appliances/equipments of adequate size/capacity for making and catering food shall be arranged by the Bidder. However, gas cylinder charges of refilling shall be borne/reimbursed by the Institute as per actual. In case of repair and maintenance of refrigerator and other cooking appliances/equipment, the bidder shall make replacement for the same and the cost of repair & maintenance shall be borne by the bidder.

- vi. The bidder shall utilize the furniture and premises of Hostel Mess of NIELIT, Aurangabad and have to take proper care and precaution. In case of any damage to the furniture and premises of Hostel Mess of NIELIT, Aurangabad due to any action(s) directly or indirectly attributable to the bidder, the cost as per actual shall be recovered from the bidder.
- vii. Menu may be changed frequently at regular interval as per the recommendation of mess committee. The Bidder shall get the approved menu from the Mess Committee or Student Mess committee. A detailed menu for the items to be served in the Hostel Mess as approved by the Mess Committee or Student Mess committee should be strictly adhered to.
- viii. The Bidder shall make the payment of wages etc. to the personnel deployed by him as per the terms of their engagement with him.
- ix. The Bidder must issue proper uniform and identity cards to his employees deployed at any time under this contract in order to facilitate verification of their identity by the Institute. Before the deployment of staff in Mess, Bidder should verify the character and antecedents of the individuals, proper records of the personnel should be made available to NIELIT Aurangabad. Any changes in the deployment of personnel should invariably be notified to NIELIT Aurangabad.
- x. Efficiency, promptness, quality of food, good behaviour and politeness of the Bidder and his/her deployed mess personnel are the essence of the contract.
- xi. The Institute shall have no responsibility for providing living accommodation to the Mess personnel deployed by the Bidder.
- xii. The Janitor will not be used for kitchen/cooking work and for serving the cooked foods.
- xiii. Food shall also be served to sick boys/girls in their rooms as and when required.
- xiv. Bidder should ensure that Mess personnel deployed by him are physically and medically fit and do not have any communicable disease.

C. Hygiene and Cleanliness

- i. The kitchen, dining hall, hand wash area, dish wash area etc. will be washed with water and cleaning solution and moped, after every meal (breakfast, lunch, snacks and dinner) and will be disinfected once in a month or as and when required.
- ii. It will be the sole responsibility of the Bidder to maintain Hostel Mess premises/wash room neat and tidy. The Bidder has to make necessary arrangements to dispose of kitchen and other waste suitably. Garbage collected from the kitchen, dining hall and dish washing area should be disposed off right

away. Maintenance of drainage, waste water etc. related to Hostel Mess should be done by the Bidder at his own expense.

iii. It shall be compulsory for the Bidder to take the following hygiene and cleaning measures :

- a) Cleaning the kitchen area twice a day, including the store-room, soaking the vessels in hot water at the end of the day, Crockery to be washed with hot water using detergents;
 - b) Thorough cleaning of refrigerators, bottle-coolers and water coolers, once a week;
 - c) Periodic spraying of insecticides;
 - d) Cleaning the dining tables with detergent and water at the end of the day;
 - e) Cleaning of wash basins with detergent at the end of the day
- iv. The Bidder would ensure clearance of all the drains in and around the kitchen and dining hall at all times and will ensure disposal of waste food articles & other garbage from the campus premises frequently and regularly. The Bidder shall make necessary arrangements for regular and prompt collection and disposal of waste generated in the kitchen on day-to-day basis.
- v. The garbage collected from the kitchen, dining hall, dish wash area will be disposed off every morning in closed bins. The surroundings shall be kept in clean and hygienic condition.
- vi. High standard of hygiene, sanitation & safety should be maintained at kitchen & dining hall at all times. Water Coolers and purifier should be cleaned and maintained as per the instruction of Institute's authority.
- vii. The deployed mess personnel by Bidder at all times will keep the kitchen/dining hall/washing area free from flies/cockroaches/mosquitoes/rats and other pests

D. Responsibility of Bidder

- i. The quality of the food prepared and maintenance of hygiene by the manpower deployed by the bidder will be checked regularly by the Committee constituted by the NIELIT.
- ii. The Bidder has to arrange for commercial Gas Cylinders for cooking of food of Hostel Mess. The Bidder has to arrange utensils, serving dishes/plates etc and all other items required to serve the mess food smoothly.
- iii. The food shall be cooked, stored and served under hygienic conditions. The Bidder shall ensure that only freshly cooked food is served and stale food should not be recycled and served. Stale food shall be removed from the Mess premises as soon as possible. Unrefrigerated cooked food, not consumed within four hours in summer and six hours in other months, shall deemed to be stale and unfit for consumption. The Bidder will not serve the items prepared at the time of Lunch for the dinner. Similarly, the Bidder will not serve the items prepared at the time of Dinner for Breakfast/Lunch of next day. Any complaint received in this regard from the Students/Warden will also lead to cancellation of the Contract. The Bidder shall ensure that only hot food is served. Complaint, if any, in this regard shall be dealt with severely.
- iv. The Bidder shall be responsible for the food poisoning or any untoward incidents/events if any, occurred due to distribution of stale food/improper hygiene maintenance in the Hostel Mess of the NIELIT, Aurangabad.

- v. The Mess personnel deployed at the Institute for the various services should not smoke/use tobacco products or use alcoholic drinks in the campus.
- vi. The Bidder shall make payment of Salary to the employees deployed in NIELIT, Aurangabad through account payee Cheque/Bank Transfer by 7th of the following month. If Selected Bidder fails to release the salary to the personnel deployed in NIELIT, Aurangabad by 7th day of following month without appropriate justification, it shall be treated as late payment. The late payment shall be treated as breach of contract and NIELIT, Aurangabad reserves the right to cancel the work order and forfeit the performance security deposit besides taking any other action, as per law.
- vii. The defaulting Bidder (in executing the services) is liable to pay work order cancellation charges of 5% of value of work order (the sum of monthly consolidated salary to be paid to the manpower to be sourced under the specific work order), which will be realized through the pending bills or Security Deposit or by raising claims.
- viii. The Bidder will not employ juveniles or the child labour. It shall be the exclusive responsibility of the Bidder to comply with various statutory regulations including the statutory liabilities under various industrial and labour laws and minimum wages act.
- ix. The Bidder shall deploy only such persons having the required skills, knowledge, temperament, discipline etc. to render the services at the Institute.
- x. **The Bidder shall be liable to comply with the directions of the Institute to replace within 48 hours of receipt of such direction any of the personnel deployed by him under this contract and shall make immediate arrangements for posting the substitute to ensure proper, adequate and continuous service. In case of failure on part of bidder, it will be treated as breach of contract and NIELIT, Aurangabad reserves the right to cancel the work order and forfeit the performance security deposit besides taking any other action, as per law.**
- xi. The Bidder shall follow and abide by all the legal formalities including the employment, age and working conditions of the personnel engaged by them.
- xii. The Bidder shall ensure compliance of all Acts, Rules and statutory orders in force with regard to supply of food items (Cooked as well as packaged items) for the purpose of this contract and shall keep the Institute indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part.
- xiii. The contractor will be exclusively responsible to meet and comply with all legal requirements with respect to the food items prepared and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to the preparation, storage and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, and The Weights and Measures Act and all rules, regulations and orders framed there under.

- xiv. The personnel deployed by the Bidder shall not take part in any strike, demonstration, agitation, bandh, harthal etc. They should be well mannered and should be courteous to the students and staff of NIELIT Aurangabad.
- xv. In case of any misbehaviour or negligence of duty on the part of any of the personnel deployed by him, the Bidder shall immediately replace such person(s) from deployment at the Institute.

E. Requirements from the Bidder

- a. The bidder shall be provided with the food materials, and cleaning materials by the Institute. Authorized Officials of NIELIT, Aurangabad shall issue the material for cooking on day to day basis and the remaining material should be returned to the authorized official on the same day.
- b. The Bidder will provide pure and safe drinking water by taking care of cleanliness of water cooler etc.
- c. The deployed manpower of the Bidder shall prepare food in adequate quantity in such an manner that there should not be any of wastage of cooked food. The Bidder will arrange and dispose off leftover if any as per the instruction from mess committee.
- d. The food shall be prepared in clean, hygienic and safe conditions as per the menu. Food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of Students of NIELIT, Aurangabad. Students of NIELIT, Aurangabad are from all over India.
- e. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all times.
- f. The Bidder shall implement all instructions as provided by Mess Committee/authorized Officials of NIELIT, Aurangabad
- g. Assets and infrastructure provided by the Institute to the Bidder should be maintained properly and any damage/breakage/loss should be compensated by the Bidder.

Part -III

Terms and Conditions

A. DEFINITION:

1. The term “Institute” shall mean National Institute of Electronics and Information Technology (NIELIT), Aurangabad, which is a Centre of NIELIT, New Delhi, an Autonomous Scientific Society of Ministry of Electronics & Information Technology, Govt. of India, and the term “Bidder” shall mean the Agency selected for award of the contract.
2. NIELIT Centre Hostel Mess is meant for the students and people directly connected to the functioning of the Centre.

B. PERIOD AND TERMINATION OF THE CONTRACT

1. The tenure of the contract would be for one year initially. The contract may be renewed/extended at the discretion of the NIELIT Aurangabad for similar, lesser or larger period based on the need of the Institute, satisfactory performance of the Bidder and on the recommendation of Mess Committee.
2. The contract can be terminated by the Institute at any time by giving one month notice in the event of unsatisfactory service from the Bidder and Bidder's failure to provide necessary service to Students of NIELIT as per the terms and conditions agreed upon.

C. ELIGIBILITY CRITERIA

- i. The bidder should have been in the business of providing services of deployment of personnel to carry out mess activities for Minimum 1 year (Proof for commencement of Business should be furnished). Also the bidder should have all requisite licenses including labor license and the copies of the same should be submitted with the technical bid.
- ii. The turnover of the Bidder should be of positive net worth for the past 1 year immediately proceeding the current financial year (viz. 2018-2019) and should not be in deficit mode during these years.
- iii. During the past one year, the bidder should have satisfactorily completed the similar contracts with Government, Autonomous bodies of Central/ State Govt., PSUs or organizations of repute.
- iv. Certificates of satisfactory completion of the contract(s), which satisfy condition [iii] should be submitted duly certified by the client(s).
- v. The bidder should be registered under Shop Act (Certified copy to be attached)

- vi. The bidder should be registered with ESIC (Certified copy to be attached)
- vii. The bidder should have registration with Employees Provident Fund Office or any corresponding Provident Fund authority to process EPF in respect of its employees (Certified copy should be attached)
- viii. The bidder should be registered under Goods Service Tax (GST) Registration for providing services concerning sourcing of manpower (Certified copy to be attached).
- ix. The bidder should have a PAN Card and a copy of the same should be submitted with Technical Bid.
- x. The bidder should have license from Food and Safety Department or similar organization/ Concerning Authority
- xi. An undertaking (self certificate) that the bidder is not & has not been blacklisted by any Central/ State Government organizations.
- xii. Account Payee Demand Drafts in favor of NIELIT payable at Aurangabad, for Tender Document Fees and EMD must be attached with the offer, separately.
- xiii. The Bidder should take valid registration under FSSAI. The Bidder shall also be responsible for getting the License and Clearance under the Food Adulteration Act, necessary for conducting the business/working in Hostel mess.
- xiv. The Bidder shall declare in writing that none of his partners/ associates / employees are in any way related to any of the officials of NIELIT, Aurangabad and/or NIELIT, New Delhi including the Centres under its control.
- xv. An authorized person duly appointed by the Bidder must be available in the Hostel Mess during working hours all time. The name of authorized person with his mobile/contact no. should be intimated in writing to NIELIT Aurangabad. The Bidder should be accessible round the clock.
- xvi. The Bidder should fulfil the minimum pre-qualification criteria and should furnish attested copies of relevant documents and also submit other documents specified in "General Instructions".
- xvii. All credentials of the Bidder including financial standing, registration with Govt., having support or connection with Govt. Dept/Organisations, Non-Govt. Autonomous Body, Public Body, Local Govt., Civil Body and Public Institutions/Organisations etc. together with records of past performance with such Institutions, Departments, Organisations etc. are to be produced in original for verification whenever demanded by the Institute.

xviii. Performance Security Deposit/Refund of EMD

- a) The successful Supplier/ Bidder shall, within Seven (07) days of award of contract, provide a Performance Security deposit. Performance Security Deposit would be for an amount of **Rs. 75,000/- (Rupees Seventy Five Thousand Only)**. Performance Security shall be furnished in the form of Account Payee Demand Draft in favor of "**National Institute of Electronics and Information Technology (NIELIT)**" payable at "**Aurangabad (Maharashtra)**".
- b) The proceeds of the Performance Security deposit shall be payable to the NIELIT Aurangabad as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's/ Bidder's failure to comply with its obligations under the Contract.
- c) The Performance Security deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations.
- d) EMD shall be refunded to the selected bidder only after signing of the contract and receipt of Performance Security Deposit.
- e) EMD will be returned to unsuccessful bidders without interest within 30 days after award of contract or setting aside the tender, as the case may be.

xix. Forfeiture of EMD:

The EMD will be forfeited:

- a) If the bidder withdraws the bid after quoting and submission / acceptance;
- b) If the bidder withdraws the bid , or unilaterally amends, impairs or rescinds the offer before the expiry of the validity period of the bid or within the time frame of extension given by NIELIT-Aurangabad in special case communicated before the expiry of the bid;
- c) If the bidder fails to comply with any of the provisions of the terms and conditions of the bid specification;
- d) If the successful bidder fails to furnish the Performance Security in the form of Demand Draft within the prescribed time;
- e) If the bidder submits the offer with forged documents or alters the Tender terms and conditions or language/wordings in any manner.

xx. Forfeiture of Performance Security Deposit (PSD):

Performance Security Deposit shall be forfeited/invoked in the following cases: -

- a) When any term and condition of the contract is breached.
 - b) When the Bidder fails to provide deliverables after partially executing the work order or contractor fails to fulfill its obligations under the contract.
- xxi. No interest will be paid by NIELIT-Aurangabad on the amount of EMD and Performance Security Deposit.
- xxii. Forfeiture of Earnest Money Deposit / Performance Security Deposit shall be without prejudice to any other right of NIELIT-Aurangabad to claim any damages as admissible under the law as well as to take such action against the Contractor/ Bidder such as severing future business relation or black listing, etc., as may be deemed fit.
- xxiii. The bidder should submit its Bids in two parts in the prescribed proforma enclosed.
- xxiv. As per GFR 2017, **Rule 173 (i) (h)** if a bidder quotes 'NIL' service charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- xxv. Each page of the documents submitted with the bids including the bidding proforma must be signed by the Authorized Signatory and a stamp is affixed in token of authentication/ correctness of the documents.

D. PROVIDING SERVICES/ SUPPORT

- i. The Bidder will deploy the requisite manpower within 7 working days of placing the work order/requirement by NIELIT, Aurangabad.
- ii. For the resources deployed, the Bidder will keep with them their Police Verification completed and furnish the original Police Verification to NIELIT, Aurangabad while keeping a copy with themselves. The Bidder shall keep the details of present and permanent address (with proof), educational and technical qualification details, specimen signature, two passport size photographs of deployed resources and furnish these details/ information to NIELIT, Aurangabad as and when required.

- iii. The Selected Bidder will issue appointment order to the deployed resources only after checking his/ her documents of qualification and endorse a copy of the same to NIELIT, Aurangabad. The manpower deployed will be issued ID Cards by the Bidder, which the person deployed will always keep with him/ her and show on demand. This will be in addition to Entry Pass issued in favor of the deployed personnel at the workplace to facilitate his/ her entry in secured area/ office premises.
- iv. The personnel hired from the Selected Bidder will report to Chairman, Mess Committee/Designated Official, NIELIT Aurangabad, who will assign them specific tasks as per requirement.

E. PAYMENTS:

- i. Payments shall be released on a monthly basis against the pre-receipted bills received from the Selected Bidder after ascertaining that the quality of the services rendered by the Bidder were satisfactory and all personnel deployed were present on all working days during the period covered by the bill.
- ii. The payment of manpower shall be made at actual as per the attendance of eight hour duty per day.
- iii. There shall be semester break twice in a year as per the norms of the institute. Accordingly the payment of manpower and service charge shall be released proportionately during that month of semester break.
- iv. The payment to be made to each employee shall be as per prevailing Minimum Wages and mandatory statutory charges. Social Securities and any other amount has to be paid by the Selected Bidder to the employees, thus, the Bidder should quote for their Service Charges incorporating all such components. Payment to the personnel deployed by the Bidder should be done on or before the 7th of the following month and the payment to personnel is not connected with payment from the Centre for the services rendered by the selected bidder.
- v. The Selected Bidder shall submit the Attendance Sheet, Payment Receipt, EPF Deposit Challan, ECR for EPF deposits, ESI Deposit Challans along with ECR for ESI deposits, of the personnel deployed along with bill for every month, failing which payment cannot be made by NIELIT, Aurangabad.
- vi. The Selected Bidder shall make payment of Salary to the employees deployed in NIELIT, Aurangabad through account payee Cheque/Bank Transfer by 7th of the following month, proof of the same should be submitted to NIELIT.

- vii. The Bidder shall provide EPF A/c No and ESI Cards to all the deployed personnel.
- viii. The Selected Bidder will submit a copy of the appointment letter issued to the deployed resources along with the first bill for claiming reimbursement for the services provided to NIELIT, Aurangabad.
- ix. No increase in the rates during the contract period shall be entertained for whatsoever reasons except that in case of increase in minimum wages or introduction of new statutory charges by the State Government of Maharashtra as applicable to Aurangabad region, the manpower rates will be revised proportionately.
- x. The Selected Bidder has to ensure and furnish a Certificate along with the monthly bill that payments to the personnel deployed at the request of NIELIT, Aurangabad have been made in strict compliance of the provisions of the Minimum Wages Act and that necessary payments on account of statutory provisions, for e.g. ESI / EPF / Gratuity, etc., have been deposited with the concerned authorities, failing which the contract shall not only be terminated and performance security deposit forfeited, but also any other action, as deemed fit by NIELIT, Aurangabad shall be taken.
- xi. The contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer' Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the NIELIT, Aurangabad indemnified from all acts of omission, fault, breaches and /or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision.
- xii. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these NIELIT, Aurangabad shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
- xiii. The Selected Bidder shall furnish a comprehensive list of all employees deployed by it at NIELIT, Aurangabad with the details of EPF account numbers and ESI card numbers of each employee and as and when a new personnel is deployed by the Bidders, such details in respect of the said personnel shall be furnished within a month from the date of his/ her deployment.

- xiv. Final bill shall be paid after 30 days from the completion/ termination of the contract.
- xv. The Bidder shall ensure that the personnel deployed by them at the Institute are paid as per minimum wages act and covered under ESI and EPF. The Bidder shall also be responsible for all liabilities of his/her/their employees' provident fund, E.S.I. and all other statutory obligations. The NIELIT-Aurangabad shall not be treated as Principal Employer for any purpose and shall not be party to any dispute that arises between bidder and manpower deployed by him/her at NIELIT, Aurangabad.

F. PENALTY FOR NON-PERFORMANCE AND NON-PAYMENT

- i. In the event of any defect/deficiency, in term of non hygiene and unsatisfactory quality of food, in the service rendered by the Bidder, any time during the currency of the contract, or on failure on the part of the Bidder to implement the instructions issued by Authorized Officials, the Institute shall impose a penalty of minimum **Rs. 1000/- (Rupees One Thousand Only)** per occasion or any higher amount which shall be payable by the Bidder forthwith, failing which the same may be recovered from his Security Deposit. If such incidents are found more than 05 times in a year, the work order/contract is liable to be cancelled along with forfeiture of performance Security Deposit. The work order cancellation charges will be applicable in addition to the above penalty. The decision of the Institute in this regard shall be final and binding on the Bidder.
- ii. As and when an employee is absent, replacement should be made available immediately by the bidder under intimation to NIELIT, Aurangabad so that smooth running of mess services is not hampered in any way. **Otherwise, a penalty of Rs. 500/- per day per person** will be levied for maximum period of 05 days. If such incidents are found more than 05 times in a year, the work order/contract is liable to be cancelled along with forfeiture of performance Security Deposit. The work order cancellation charges will be applicable in addition to the above penalty.
- iii. In case alternative mess arrangement has to be made for running of mess services, the charges as per actual has to be borne by the bidder.

G. Disqualification of Bidder

- (a) The Bidder who have been blacklisted or otherwise debarred by any Department of any State Government/Central Government/Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 (five) years, whichever is earlier.
- (b) Any Bidder whose Contract with any Department of any State Government/Central Government/Public Sector Undertaking has been terminated before expiry of the contract period at any point of time during the last five years, will be ineligible.
- (c) Any Bidder whose Earnest Money Deposit (EMD) and/or Security Deposit has been forfeited by Department of any State Government/Central Government/Public Sector Undertaking during the last 5 (five) years, will be ineligible.

- (d) If the proprietor/any of the partners of the bidder firm/any of the Director of the bidder company have been, at any time, convicted by a Court of an offence and sentenced to imprisonment for a period of 3 (three) years or more, such bidder will be ineligible.

H. LEGAL JURISDICTION

- i. The contract for providing manpower in Hostel Mess will be as per the agreement to be executed between the NIELIT Aurangabad and the Bidder. Abrupt termination or breach of the contract by the Bidder will entail forfeiture of the Security Deposit of the Bidder.
- ii. The Bidder shall compensate fully the Institute any amount of payment made and/or loss incurred, and/or caused to be made/incurred, by the Institute on account of the negligence/failure on the part of the Bidder to comply with any of the statutory liabilities/third party/public liability.
- iii. All disputes or differences arising out of the contract shall be subject to the jurisdiction of the courts at Aurangabad, Maharashtra only, to the exclusion of all other courts.

I. OTHER GENERAL TERMS AND CONDITIONS:

- i. Any overwriting/ fluiding/ corrections in the offer submitted by the Bidder should be authenticated by the signatures of the authority signing the bid. Failure on this account may lead to cancellation of the bid.
- ii. A copy of this document with each page signed (by the signatory signing the bid) in token of acceptance of the terms and conditions stipulated herein must be submitted with the Technical Bid. The Technical Bids not accompanied by a duly signed copy of this document shall be treated as incomplete and shall be rejected.
- iii. Bidder will indemnify NIELIT Aurangabad that the persons deployed by the Bidder would not have any claim for employment or payment of wages or any other claim whatsoever against NIELIT, Aurangabad.
- iv. The Selected Bidder shall be responsible for suitability, medical fitness and police verification of the character and antecedents of the manpower sponsored by it for deployment in NIELIT, Aurangabad.
- v. The manpower deployed shall remain under the control and supervision of the Selected Bidder and the Selected Bidder shall be liable for payment of their wages and all other dues payable under various labour regulations and other statutory provisions.
- vi. The deduction of income tax from the bills of the Selected Bidder will be made at source as per the provisions of the Income Tax Act 1962 and that the GST will be paid to the Bidder on total monthly bill amount as per provisions of the GST Act, wherever applicable.
- vii. In case any of the person(s) deployed by the Selected Bidder does not come up to the mark in terms of general discipline or does not perform his/ her duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Selected Bidders on the order of NIELIT, Aurangabad shall immediately substitute such person[s] from the premises of NIELIT, Aurangabad.
- viii. The Contract shall be governed by jurisdiction of Aurangabad Courts. The terms of this document shall be interpreted as per Indian Laws.
- ix. Any losses or damages to the properties of NIELIT, Aurangabad or its Customers/ Clients caused due to negligence or malpractice indulged by the personnel deployed by the Selected Bidder will be recovered from the Bidder and Bidder will bear all such costs.
- x. **Bidder to whom the contract is awarded will not charge any amount from the deployed persons. In case any such incident(s) comes to the notice of NIELIT, Aurangabad, the contract awarded to the Selected Bidder shall be cancelled and Performance Security forfeited.**
- xi. The Bidder selected will be required to execute an Agreement with NIELIT within 15 days of communication from NIELIT, Aurangabad about its selection for the purpose and the tax liability on this account shall be borne by the bidder concerned.

- xii.** The Bidder must have an office in Aurangabad and in case it does not have any office in Aurangabad it should open an office in Aurangabad within 15 days of communication of its selection by NIELIT, Aurangabad.
- xiii.** The Bidder shall be responsible for all acts of commission and omission on the part of the manpower deployed by him/her for the purpose. NIELIT, Aurangabad shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.
- xiv.** NIELIT, Aurangabad shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.
- xv.** Income Tax, EPF and ESI
No Bidder, who does not hold a valid PAN from Income Tax department and who is not registered under EPF and miscellaneous provisions Act 1952 and who is not registered with ESIC, shall bid. The PAN, EPF and ESIC should be quoted in the tender document without which the tender is liable to rejection.
- xvi.** Contract Documents (Non – Disclosure Agreement)
The Bidder shall not, without prior written consent from NIELIT-Aurangabad, disclose the Contract or any provision thereof, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Bidder shall not, without prior written consent of NIELIT-Aurangabad, make use of any document or information made available for the project, except for purposes of performing the Contract. All project related documents issued by NIELIT-Aurangabad, other than the Contract itself, shall remain the property of NIELIT-Aurangabad and shall be returned (in all copies) to NIELIT-Aurangabad, on completion of the Bidder's performance under the Contract if so required by NIELIT-Aurangabad.
- xvii. Interpretation**
- a) If the context so requires it, singular means plural and vice versa.
 - b) Commercial Terms: The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.
 - c) Entire Agreement: The Contract constitutes the entire agreement between NIELIT-Aurangabad and the contractor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
 - d) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representatives of each party thereto.
 - e) No waiver: Subject to the conditions (f) and (g) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach

of Contract operate as waiver of any subsequent or continuing breach of Contract.

- f) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- g) The contract shall be governed by the provisions of GFRs and instructions issued by various government organizations (e.g. but not limited to Ministry of Finance, CVC etc.) having jurisdiction to issue orders/instructions of procurement related matters. In case the provisions of Contract/Agreement/this Document is at variance with the Orders/Instructions issued by such government organizations, the Orders/Instructions will prevail.
- h) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- i) In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by Authorized Representative of NIELIT-Aurangabad shall be final and binding on all parties.

xviii. Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/ Bidder and the NIELIT-Aurangabad, shall be written in English only or as specified in the special conditions of the contract.
- b) Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English language. Supporting material, which is not translated in English, will not be considered for evaluation.

xix. Notices

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with signatures. Faxes/emails shall be followed by written signed letter.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

xx. Applicable Law

- a) The contract shall be interpreted in accordance with the laws of the Union of India and the Government of Maharashtra.
- c) Governing Law and Choice of Forum:
 - i. The laws of India shall govern this contract. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Aurangabad (Maharashtra, India).
 - ii. Any suit/legal action filed by any third party on account of the manpower services provided by the contractor against any individual(s) related/pertaining to this contract shall be settled by

the contractor at its own cost. NIELIT-Aurangabad will NOT be a party to the same.

xxi. Deliverables

The bidder shall be single point of contact with NIELIT-Aurangabad and shall be solely responsible for the deployment of mess personnel and other requisite items for hostel mess as per the requirement of NIELIT. The bidder whose tender is accepted shall arrange to supply the required manpower and other requisite items for hostel mess as per agreement/contract.

J. BID VALIDITY:

The bids submitted should be valid for at least 180 days. However, NIELIT, Aurangabad shall have the right to extend the validity, in which case, the bidders not willing for extension will be allowed to withdraw without forfeiture of EMD.

K. RECTIFICATION OF ERRORS:

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting are found the bid shall be rejected summarily. Arithmetic errors in bids will be considered as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in the words will be considered.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern or whichever is logically correct.
- (c) If the bidder does not accept the correction of errors, its bid will be rejected.
- (d) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

L. PROCEDURE FOR SUBMISSION OF THE BIDS

- i. The envelope should be marked '**Tender for Outsourcing Of Manpower With Other Requisite Items For Hostel Mess At NIELIT, Aurangabad**'. The Bid should be submitted in two parts i.e. Technical Bid as per the Proforma given in **PART V – Annexure I** and Financial Bid in the Proforma given in **PART V-Annexure II**. The two Proforma, duly filled in, with all relevant documents attached, should be sealed in separate covers with each cover superscribed with the statement "**Technical Bid**" or "**Financial Bid**", as the case may be. Both these covers should then be sealed in a bigger cover and submitted at NIELIT's Office, along with separate Demand Drafts for Tender Fee and EMD,

on or before the prescribed cut-off date. The bigger envelope containing the envelopes of Technical and Commercial Bids superscribed with the statement **“Tender for Outsourcing Of Manpower With Other Requisite Items For Hostel Mess At NIELIT, Aurangabad”** and addressed to **The Executive Director, NIELIT, Dr. B.A.M. University Campus, Aurangabad - 431 004** must reach the addressee **on or before the closing time and date indicated on top of this document**. The bidders are allowed to depute their representatives (two representative per bidder) for Technical Bid opening on the prescribed date and time.

- ii. All pages in Technical Bids must be numbered and on top of the Bid, an index giving page number of each document submitted must be indicated. The Bids without such an index are liable to be rejected.
- iii. The Financial Bids should be submitted in Proforma given at **PART V – Annexure II** of this document.
- iv. Financial Bids of only those bidders shall be opened whose Technical Bids are qualified. The bids opened by the duly constituted Committee in this office on notified time, date and place in presence of Bidders' duly nominated representatives (one per bid), if deputed by them. If any change in time, date and place, the Intimation for opening of Financial Bids would be sent through e-mail.
- v. **No price** should be mentioned in Technical Bid otherwise the bid is liable to be rejected.
- vi. **Documents to be enclosed with the Technical and Financial Bid:** The documents shall be as per the below mentioned checklist in two bid format:
 - a) **Technical Bid** should be uploaded containing the following:
 - 1) Tender documents duly completed, digitally signed but without indicating the price. Scanned copies of Account Payee Demand Drafts of **Tender Document Fee (Rs.500/-) & Earnest Money Deposit (Rs.20,000/-)**.
 - 2) Details and proof regarding past performance of the similar work/services & list of clients of similar works executed as per Annexure - I (ii)
 - 3) Supporting documents in respect of Eligibility Criteria as per Part III-C
 - 4) Undertaking on a stamp paper of Rs.100/-] - Annexure -III
 - 5) Letter of Undertaking as per Annexure-IV.
 - 6) Part IV of Tender Document - (1) Certificate - proforma for no near relative (s) of the Bidder working in National Institute of Electronics and Information Technology (2) Certificate of Self-Declaration – non-blacklisting and (3) Representative Authorization Letter proforma and (4) Format Power of Attorney.
 - b) **Financial bid should be uploaded in BoQ format only (hard copy of financial bid not to be sent) containing the following:**
 - 1. Declarations in prescribed format at Part V Annexure II. It should be submitted on letter head of the bidder.
 - 2. The bidder shall quote the prices/rates online as specified in the BoQ format given at Part V ANNEXURE II.

3. The bidders should quote their most competitive prices/rates.
4. All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the bid liable for rejection. Bidders should ensure that there are no alterations / corrections in the prices/rates submitted by them.
5. The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

M. FRAUD AND CORRUPT PRACTICES:

- a. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, NIELIT, Aurangabad may reject a tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- b. Without prejudice to the rights of the NIELIT, Aurangabad under Clause (a) hereinabove, if a bidder is found by NIELIT, Aurangabad to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender floated by NIELIT, Aurangabad.
- c. For the purposes of this Clause-(a) above, the following terms shall have the meaning hereinafter respectively assigned to them:
 - 1) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - 2) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - 3) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
 - 4) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- 5) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

N. CONSORTIUM:

No consortium will be entertained by NIELIT-Aurangabad. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at its end which was formed either to gain entry into the agreement with NIELIT-Aurangabad or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

O. SUBCONTRACTS :

The Bidder shall not subcontract the awarded contract or part thereof. Sub contraction will entail forfeiture of the Security Deposit.

P. RESERVATION OF RIGHTS:

NIELIT-Aurangabad reserves the right to:

- a. Extend the Closing Date for submission of the tender.
- b. Amend the tender requirements at any time prior to the Closing Date, provided that the amendment is displayed on NIELIT-Aurangabad website <http://www.nielit.gov.in/aurangabad>,
- c. Seek information from the bidders on any issue at any time.
- d. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited or distributed options to more than one bidder.
- e. Terminate or abandon the entire bidding process whether before or after the receipt of bids.
- f. Seek the advice of external consultants to assist NIELIT-Aurangabad in the evaluation or review of proposals.
- g. Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its proposal.
- h. Reproduce for the purposes of this Procedure the whole or any portion of the tender.

Q. CONFLICT OF INTEREST:

NIELIT-Aurangabad considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under NIELIT-Aurangabad's Procurement Ethics.

In pursuance of NIELIT-Aurangabad's Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, NIELIT-Aurangabad will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified.

A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process, if including but not limited to:

- a) have controlling shareholders in common; or
- b) receive or have received any direct or indirect subsidy from any of them; or
- c) have the same legal representative for purposes of the Bid; or
- d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process; or
- e) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid.

R. INDEMNITY:

- a) The bidder shall, subject to the NIELIT, Aurangabad compliance with sub-clause (b) below, Indemnify and hold harmless the NIELIT, Aurangabad and its employees and officers from and against any and all suits, action or administrative proceeding, claims, demands, losses, damages, cost and expenses of any nature, including attorney's fees and expenses, which the NIELIT, Aurangabad may suffer as result of any claim for employment or payment of wages or any other claim by the deployed manpower of the bidder.
- b) If any proceedings are brought or any claim is made against the NIELIT, Aurangabad out of the matters referred to above, the NIELIT, Aurangabad shall promptly give the Bidder a notice thereof, and the Bidder shall at its own expense and in the NIELIT, Aurangabad name conduct such proceeding or claim and any negotiation for the settlement of any such proceedings or claim.
- c) If the Bidder fails to notify the NIELIT, Aurangabad within fifteen (15) days after receipt of such notice that it intends to conduct any such proceeding or claim, then the NIELIT, Aurangabad shall be free to conduct the same to the cost for Bidder.
- d) The NIELIT, Aurangabad shall, at the Bidder's request, afford all available assistance to the Bidder in conduction such proceedings or claim, and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.

S. CHANGE IN LAWS & REGULATIONS:

If after the date of tender submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Bidder and/or the Time for Completion the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Bidder has thereby been affected in the performance of the any of its obligations under the Contract.

T. CRIMINAL CHARGES AND CONVICTION:

The Bidder warrants that it has disclosed and will continue to disclose during the term of this Contract full details of its personnel and associates that would reasonably be expected to adversely affect the Bidder being offered or the Bidder's capacity to fulfil its obligations under this contract.

U. FORCE MAJEURE:

- a) The Bidder shall not be liable for forfeiture of its Performance Security Deposit, Liquidated Damages, or Termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Manpower Services Contract is the result of an even of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the NIELIT, Aurangabad in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, riots/law and manpower services embargoes.
- c) Upon receipt of such Notice, the Bidder shall, within the period specified, expeditiously repair or replace the defective Bidder or parts thereof, at no cost to the NIELIT, Aurangabad.
- d) If having been notified, the Bidder fails to remedy the defect within the period specified, the NIELIT, Aurangabad may proceed to take within a reasonable period such remedial action as may be necessary, at the Bidder's and expense and without prejudice to any other rights which the NIELIT, Aurangabad.

V. ARBITRATION:

In the event of any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be

referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator to be appointed by the Director General, National Institute of Electronics and Information Technology. The award of the arbitrator shall be final and binding on both the parties. The Aurangabad courts shall have jurisdiction for any disputes and the venue for arbitration shall be Aurangabad. Fee payable to the Arbitrator has to be shared equally by the parties.

W. Terms and conditions for the award of Contract

1. The contract will be awarded on the following basis:
 - i) Based on evaluation of Technical Bid
 - ii) Due weightage will be given to those having experience of working in Mess/Canteen in Educational Institutions
 - iii) In Agreement with the terms and conditions mentioned in the Tender Form

- iv) Bidder will have to enclose DD of Earnest Money Deposit (EMD) with the Technical Bid which will be refunded only in the case of non-acceptance of the tender offer.
 - v) The Bidder will have to Pay/enclose DD towards price of Tender Documents.
- 2. Tenders shall be submitted in the Tender Form prescribed for the purpose.
- 3. Tenders received without Earnest Money Deposit (EMD) and Cost of Tender Form/Document shall not be considered.**
- 4. All pages of the tender document should be signed by the Bidder and agreed upon.**
- 5. Incomplete and unsigned Tender Forms will be not considered.
- 6. Individual signing the tender or other documents connected with the tender must specify whether he signs as:
 - i) A sole proprietor of the concern or constituted attorney of such sole proprietor;
 - ii) A partner of the firm it is a partnership form, in which case he must have authority to execute contracts on behalf of the firm and refer to arbitration dispute concerning the business of the partnership either by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firm;
 - iii) Director or Principal Officer duly authorized by the Board of Directors of the Company.
- 7. Corrections, if any, in the Tender should be attested.
- 8. Late Tenders will not be considered.

Part - IV
CERTIFICATE

(PROFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN
NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION TECHNOLOGY)

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate
by the bidder)

I S/o Sh.....
.....R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION TECHNOLOGY (NIELIT) as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, NIELIT, Aurangabad shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the bidder with seal

The near relative (s) means:

- a) **Members of a Hindu Undivided family;**
- b) **They are husband and wife.**
- c) **The one is related to the other in manner as father, mother, son(s) & son's wife (daughter- in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)**

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors . Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the Bidder with seal

**CERTIFICATE
DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING
FROM TAKING PART IN GOVT. TENDER BY MeitY/NILEIT/GOVT. DEPT**

(To be executed on Rs. 10/- stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor / Partner (s) / Director (s) of M/s hereby declare that the firm/company namely M/s has not been blacklisted or debarred in the past by **MeitY/NIELIT** or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor / Partner (s) / Director (s) of M/s hereby declare that the firm/company namely M/s was blacklisted or debarred by **MeitY/NIELIT**, or any other Government Department from taking part in Government tenders for a period of years w.e.f. The period is over on and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o ED, NIELIT, Aurangabad and EMD/SD shall be forfeited. In addition to the above O/o ED, NIELIT, Aurangabad will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Capacity in which as signed:

Name & address of the firm:
.....

Dated:

Seal of the firm should be
affixed

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors

CERTIFICATE

LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE

(Must be submitted to O/o ED, NIELIT, Aurangabad on or before date of bid opening)

Ref : _____

Date : _____

To

The Executive Director,
National Institute of Electronics and Information Technology (NIELIT),
CEDTI complex, Dr. B.A.M. University Campus, Aurangabad, Maharashtra-
431004

Dear Sir,

Ms. /Mr. _____ is hereby authorized to sign relevant documents on behalf of the agency for the tender for “**Outsourcing Of Manpower With Other Requisite Items For Hostel Mess At NIELIT, Aurangabad**”. She/He is also authorized to attend meetings & submit technical & financial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory

Representative Signature

Company Seal

(Maximum two representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorization as prescribed above is not received)

Format Power of Attorney
(On Stamp paper of relevant value)

Know all men by the present, we _____
(name of the company/firm and address of the registered office) do hereby appoint and authorize Shri/Smt. _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal in response to the tender document by NIELIT-Aurangabad, including signing and submission of all the documents and providing information/responses to NIELIT Aurangabad in all the matters in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____.

For _____.

(Signature) _____

(Name Designation and Address) _____

Accepted

Signature) _____

(Name & Designation) _____

Date: _____

Business Address: _____

Part - V

TECHNICAL BID

Annexure- I

i. PROFORMA FOR FURNISHING INFORMATION

(Please go through the terms and conditions before filling up this Proforma)

Sl No	Subject	Details	Pg. No. of enclosures
1	Name, Address & Telephone No. of the Organization		
2	(a) Date of commencement of Business (please furnish proof in support of your statement) (b) Labour License No. & Date (Attach copy)		
3	Status of the Organization (i.e. Whether Proprietorship/ Partnership/ Private Limited/ Public Limited Company/ Registered under Societies Registration Act. etc.)		
4	Registration No. of the Organization (Please attach Certificate of Registration/ Incorporation)		
5	Name of CEO/ Proprietor		
6	Name, designation and address including contact no. of the Contact Person		
8	(a) Sale Tax/ VAT No. (attach copy) (b) Service Tax No. (Attach copy of ST Regn)		
9	PAN No. (Attach copy)		
10	(a) Details of Contract(s) successfully completed which satisfies the provisions of Part II B of Tender Document. (Provide Name, Address and Annual Cost of Contract, details of Contact Person) (Attach copies of Contract(s) and Certificate of Satisfactory Completion of the Contract(s))		
	(b) No. of clients served in and around Aurangabad on the date of submission of bid (Please enclose a comprehensive list with address and telephone no. of Contact Person)		
	(c) Details of Central/ State Government Department/ Autonomous Body/ PSU served or being served by the bidder (attach copies of the orders)		
11	Details of EMD (DD enclosed) (DD should be drawn in favour of NIELIT, payable at	DD No. _____ DD Date _____	

	Aurangabad)	DD Amt. Rs.20,000/- Drawn on _____	
12	<p>(a) Manpower strength in own office (attach documentary proof in support)</p> <p>(b) No. of employees being provided to existing clients excluding unskilled staff (attach copy of ECR of last month in support)</p>	<p>Managerial _____</p> <p>Supervisory employees _____</p> <p>Others (please specify) _____</p>	
13(a)	Whether registered with Regional Provident Fund Commissioner or any other trust for regulating the Provident Fund for employees	YES/ NO	
(b)	PF Registration No. and Date (enclose a copy of relevant documents)		
14(a)	Whether registered with ESIC	YES/ NO	
(b)	Registration No. and Date (enclose a copy of relevant documents)		
15	Whether the bidder adheres to the provisions of relevant rules and laws related to payment of minimum wages and social securities (Please note adherence to these orders/ Rules is mandatory)	YES/NO	
16	Labour Licence No. (Attach copy)		
17	Whether ISO 9001-2015 certified? If yes, attached a self- attested copy of the same.		
18	<p>(a) Do you have an Accounts Manager & a Payroll & Accounts Department?</p> <p>(b) Do you offer a dedicated Accounts Manager to the client?</p>	<p>YES/ NO</p> <p>YES/ NO</p>	
19	Whether you have any point of disagreement with the terms and conditions stipulated in the Tender Document? If yes, please specify and also indicate suggested solution. (if space is not sufficient, please attach separate sheet.)		
20	Undertaking submitted on a stamp paper of Rs.100/- (Rupees One Hundred Only) as per format prescribed.	YES/ NO	

Cont.....

ii. PROFORMA FOR LIST OF PAST CLIENTS

[illegible]

iii. INFORMATION OF MINIMUM WAGES PAYABLE

Sl. No.	Manpower Type	Category	Required Number	Monthly Minimum Wages* (Basic+VDA)	Deduction		Cost to NIELIT Rs.
					EPF @13.36 Rs.	ESI@ 4.75% Rs.	
a	Cook	Skilled	1 No.	Rs. 12600.00	1683.36	598.50	14,882.00
b	Assistant Cook	Semi Skilled	1 No.	Rs. 11,792.30	1,575.45	560.13	13,928.00
c	Chapati Maker Cum Dish Washer	Semi Skilled	2 Nos.	Rs. 11,792.30	1,575.45	560.13	27,856.00
d	Janitor Cum Helper (MTS)	Unskilled	1 No.	Rs. 11,215.00	1,498.32	532.71	13,246.00
Total Rs.							69,912.00

Note :

It is only the reference of the bidder and number of staff may increase or decrease based on requirement. Wages is as per minimum wages act plus all statutory Charges including Variable Dearness Allowance (VDA)

The salary of these staff shall be governed by Minimum Wages Act. The bidder will be required to pay at least minimum wages. The bidder shall also ensure that each and every employee is covered under the provision of ESI ACT 1948 and EPF ACT 1952.

The Bidder must aware that the Chief Labour Commissioner, Govt. of Maharashtra revises the Variable Dearness Allowance (VDA) in the month of January and July. If there shall be any upward revision in the VDA during the contract period, the bidder shall make the payment to staff accordingly and NIELIT shall pay the differential amount (revise VDA – VDA at the time of tender = Differential amount) to the bidder on production of bill in subsequent month. During the contract period, GST if any will also be reimbursed as per actual along with the monthly bill on producing the original receipts.

It is assumed that monthly wages as per present rates shall be considered same as above by all the bidder. If there is difference, the same may be spell out separately at the time of pre-Bid meeting.

DECLARATION:

- It is certified that the information furnished above is correct.
- We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. Disagreement and solution proposed has been listed in a separate sheet and being attached with this Bid.

A copy of the Tender Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.

- c) We understand that the decision of the NIELIT, Aurangabad to accept/ reject “the points of disagreements and proposed solution provided by us” would be final and binding.
- d) The signatory to this bid is authorized to sign such bid on behalf of the organization.

Date: _____

Signature : _____

Place _____

Name : _____

(Seal of the Company)

Designation : _____

PROFORMA FOR FURNISHING FINANCIAL BID

Sl. No.	Particulars	Quantity & Unit	Rate	Amount
1	Monthly User Charges for Utensils, freezer, Gas Connection, essential appliances and all other required accessories for preparation of food	Lump Sum		
2	Fixed Monthly Service charges Per Person per month	5 Nos		
	Total Rs.			

DECLARATION:

1. We understand that:
 - (i) The rates are to be quoted against all columns. If no other tax/ levy is applicable, a NIL entry must be made against the relevant column.
 - (ii) The payment to the employees will be made as per rates prescribed by Govt. of Maharashtra as applicable from time to time under Minimum Wage Act and applicable statutory payments on account of Provident fund, Gratuity, ESI, Leave salary and Bonus.
 - (iii) NIELIT, Aurangabad reserves the right to cancel this Tender in case no satisfactory bid is received. In that case, it can re-tender the requirement.
 - (iv) NIELIT, Aurangabad can accept or reject any offer without assigning any reason whatsoever.
 - (v) The vendor awarded the contract shall not be allowed to withdraw or transfer the contract in the name of some other company or its principal. In case, it withdraws its offer, the E.M.D. will stand forfeited.
2. It is certified that the information furnished above is correct.
3. We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. A copy of the Tender Document with its each page signed, in token of acceptance of the terms and conditions, is enclosed.
4. Certified that I have carefully quoted the rates both in words and numerical/figures. In case of dispute, rates quoted in words shall be final.
5. Certified that I agree to all the terms and conditions of the tender document.
6. The rates quoted for Contractor Service Charges are escalation free and will remain fixed for the entire period of the contract.

7. It is confirmed that the signatory to this document is authorized to sign the contracts on behalf of the applicant organization and the commitments made herein are binding on them.

Signature : _____

Name : _____

Designation : _____

Seal of the Company : _____

Place _____

Date: _____

[On a stamp paper of Rs.100/-]

UNDERTAKING

To

The Executive Director
National Institute of Electronics and Information Technology
CEDTI Complex, Dr. B.A.M. University Campus
Aurangabad, Maharashtra-431004

Name of the firm/ agency _____

Name of the tender _____ Due date: _____

Sir,

1. I/ We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
3. I/ We abide by the provisions of minimum wages act, contract labour act and other statutory provisions like Employee Provident Fund Act, ESI, Bonus, Gratuity, Leave and any other charges applicable from time to time. I/ We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/ We shall provide trained and qualified contractual manpower.

(Signature of the Bidder) _____

Name and address of the Bidder _____

Telephone No. _____

Letter of undertaking
(ON THE LETTER HEAD OF THE BIDDER)

To

**The Executive Director,
National Institute of Electronics and Information Technology (NIELIT),
CEDTI Complex, Dr. B.A.M. University Campus, Aurangabad,
Maharashtra-431004**

**Sub: Tender Document for Outsourcing of Manpower With Other Requisite
Items For Hostel Mess At NIELIT, Aurangabad**

Sir,

This bears reference to NIELIT-Aurangabad tender No._____. We have critically examined the proposal and hereby, accept all the terms and conditions for submitting bid as mentioned in this tender Document. We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid and all declarations/undertakings are in the format prescribed.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any proposal you may receive.

The above document is executed on _____ at (place) _____ and we accept that if anything out of the information provided by us is found wrong our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Date:

Name of the Bidder:

Place:

Authorized Signatory:

Seal of the Organization:

CHECK-LIST

Sl. No.	Document asked for	Page number at which document is placed
1.	Bid Security (EMD) of Rs.20,000/- (Rupees Twenty Thousand only) in the form of Account Payee Demand Draft issued by any scheduled commercial bank in favour of "National Institute of Electronics and Information Technology, NIELIT" payable at "Aurangabad (Maharashtra)".	
	Cost of Tender Document (non-refundable) Rs.500/- (Rupees Five Hundred only) Account Payee Demand Draft issued by any scheduled commercial bank in favour of "National Institute of Electronics and Information Technology, NIELIT" payable at "Aurangabad (Maharashtra)".	
2.	One self-attested recent passport size photograph of the authorized person of the firm/ agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name, designation, address and office telephone numbers of Directors/ Partners also.	
3.	Undertaking on a Stamp Paper of Rs.100/- (Rupees One Hundred Only) as per format prescribed in Annexure II)	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self-attested copy of valid Registration No. of the firm/ agency.	
6.	Self-attested copy of the Service Tax Registration No.	
7.	Self-attested copy of valid Provident Fund Registration No.	
8.	Self-attested copy of the valid ESI Registration No.	
9.	Self-attested copy of the valid Sales Tax No./ VAT No.	
10.	Self-attested copy of valid license no. under Contract Labour (R&A) Act, 1970.	
11.	Self attested Copy of License under Food and Adulteration Act	
12.	Proof of experience of one financial year along with satisfactory performance certificates from the concerned clients	
14.	Self-attested documentary proof in support of manpower strength in own office	
15.	Self-attested documentary proof in support of no. of employees being provided to existing clients.	