



**NATIONAL INSTITUTE OF TECHNOLOGY**  
**(Under the Ministry of HRD, Govt. of India)**  
**KURUKSHETRA-136119 (Haryana)**

**TENDER (For supply of labour)**

**Advertisement No. 37/2008**

Sealed tenders are hereby invited from eligible registered/enlisted Labour Contractors with Labour Deptt. by the Director, NIT, Kurukshetra, for the supply of skilled/semi skilled & unskilled workers for various services viz. sweeping/cleaning, security, grass cutting, maintenance of hostels/instructional buildings/ residences and other jobs and manpower for deployment in National Institute of Technology, Kurukshetra on contract basis for the period of one year i.e. 2008-09, so as to reach this office on or before 22<sup>nd</sup> September 2008 upto 3:00 AM and shall be opened on the same day at 3:30 PM in the presence of the tenderers or their authorized representatives who wish to be present. The award of the contract will be subject to the fulfillment of terms and conditions given in the detailed tender notice available on website [www.nitkr.ac.in](http://www.nitkr.ac.in). Tender documents may be had from the Estate office of the Institute on any working day up to 22<sup>nd</sup> September 2008 upto 12:00 Noon at a cost of Rs.500/- only.

Sd/-  
**Director**

**Cost Rs. 500/- (Non refundable)**



**NATIONAL INSTITUTE OF TECHNOLOGY  
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Form of tenders for providing skilled/semi skilled & unskilled workers for various services viz. sweeping/cleaning, security, grass cutting, maintenance of hostels/instructional buildings/ residences and other jobs and manpower for deployment in National Institute of Technology, Kurukshetra

Issued to \_\_\_\_\_

on \_\_\_\_\_. Rs. 500/- (Rupees five hundred only) deposited vide

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_

Signature of authorized officer.

<b>Sr. No.</b>	<b>Component of work</b>	<b>Required Strength</b>	<b>Basic rates to be given per day as per minimum wages as notified by HR Govt. from time to time</b>	<b>Remarks</b>
<b>1.</b>	Various categories of skilled/semi skilled & unskilled workers for various services viz. sweeping/cleaning, security, grass cutting, maintenance of hostels/ instructional buildings/ residences and other jobs and manpower	(as per schedule)	Rs. Per Day	
<b>2.</b>	EPF		As per provision contained in EPF Act 1952	
<b>3.</b>	Service Charges (%)			

**Note: -**

1. Service Tax and Education Cess to be paid extra as applicable.
2. The tenderer should only quote service charges as percentage of serial No. 1

**Place:**

**Date:**

**Signatures of tenderer with stamp**

**For official use**

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**Opened in our presence. Tender Serial No. \_\_\_\_\_.**

**(i) Cuttings \_\_\_\_\_.**

**(ii) Overwriting \_\_\_\_\_.**

**Accepted/Rejected**

**DOCUMENTS TO BE ATTACHED WITH THE TENDER FORM**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Attached</b>
<b>1.</b>	Earnest Money Deposit of Rs. 1,00,000/-	Yes/No
<b>2.</b>	Experience Certificate at least Five year	Yes/No
<b>3.</b>	Terms & conditions duly signed by contractor on each page	Yes/No
<b>4.</b>	If the tender is submitted on downloaded form, Bank Draft for Rs.500/- in favour of Director, NIT, Kurukshetra should be attached.	Yes/No
<b>5.</b>	Attested copy of PAN for deduction of Income-tax at source	Yes/No
<b>6.</b>	Attested copy of Service Tax Registration No.	Yes/No

**Note: In absence of above document(s), tender shall be rejected.**

**Place:**

**Date:**

**Signature of tenderer with stamp**



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**Scope of Work:** **Supply of skilled/semi skilled & unskilled workers for various services viz. sweeping/cleaning, security, grass cutting, maintenance of hostels/instructional buildings/ residences and other jobs and manpower for deployment in National Institute of Technology, Kurukshetra.**

**TERMS AND CONDITIONS**

1. Sealed Tenders are invited from eligible registered/enlisted Labour Contractors with Labour Deptt. of any State Govt./Central Govt.
2. The Institute requires Labour Contractors to supply the labourers on Monthly wages basis for the financial year **2008-09**.
3. Interested Labour Contractors may quote their rates for engaging labourers on DC rates (Plus service charges, if any in percentage on labour rate) on monthly wages basis, to be employed by him. All the liabilities of labourers directly or indirectly will be sole responsibility of the contractor.
4. Tender without earnest money will not be accepted.
5. Notwithstanding the above, the deptt. reserves the right to accept or reject any tender or annul the tenders process and reject all tenders at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever to the affected quoter or quoters.
6. The contractor must fulfill all conditions required and Labour Contract Employment Act.
7. The contractor shall be governed by the laws of India and interpretations in accordance with such laws.
8. Department is not responsible for any dispute of Labour, and the Labourers so provided shall not be in any way be the employees of NIT.
9. The Contractor will submit a certificate regarding Income Tax paid for the last three years.
10. Turn over for the last three years of the Contractor should be duly certified by the CA.
11. The contractor is required to submit a bank guarantee of Rs. 1,00,000/- (Rupees One Lacs only) in favour of Director, NIT, Kurukshetra, whose tenders will be approved by the Director being lowest and suitable to the Institute.
12. The payment (s) to be made to the contractor are subject to deduction of tax (s) Cess leviable by any Government as per rules from time to time and will be made after the completion of every month on doing the assigned work.
13. Contractor will be responsible for making the payment directly to the labour by 7<sup>th</sup> of each month from his own sources and subsequently raise the bill for reimbursement which will be verified on the basis of actual amount disbursed and attendance etc.

14. One representative of the contractor should be present in the Institute to supervise the all labour and other related works.
15. The labour contractor should have experience of at least 5 years to supply the labour to the Government Institutions or big organizations for the various maintenance jobs.
16. Cost of tender form is **Rs. 500/- (Rupees five hundred only)**. If the tender form is downloaded from the institute web-site then bank draft for Rs. 500/- in favour of the Director, NIT, Kurukshetra invariably be attached with the tender.
17. The contract will be for **one year in the first instance** .However, the contract can be extended on the same terms & conditions subject to satisfactory work of the contractor till the execution of new contract whichever is earlier.
18. The contractor shall be responsible for all injuries and accidents to persons employed by him. The workmen shall be insured against personal accidents arising out of and during the course of their duties.
19. In the event of injury, illness or mishappening to any worker, the Institute will not be liable to pay any compensation. The insurance cover shall include the liability under the workmen's Compensation Act.
20. The workers will wear proper uniform as approved by the Institute with name plate to be provided by the contractor, failing which wages of that day will be deducted.
21. The contractor shall have to furnish a performance bank guarantee equal to 5% of the total contract value quoted by him before awarding of contract refundable after successful execution/completion of the contract. The earnest money deposited by successful bidder shall only be refunded after he has furnished performance guarantee.
22. The contractor shall have to engage the required number of workers and in case required number is not available on any day, the contract amount will be reduced proportionately, from the monthly payment.
23. The contractor shall in no case pay its employees less than the minimum mandatory rates per month in accordance with the Minimum Wages fixed by Haryana Govt. (DC, Kurukshetra) or as approved by the Institute and a record of that should be kept in a register, which may be made available for examination to the Institute as and when demanded.
24. The contractor shall not appoint any sub company/agency to carry out any obligation under the contract.
25. The contractor shall maintain a daily attendance register including the number and names of the workers engaged in the campus/premises for works as per scope of the contract.
26. The contractor shall maintain a complaint book, which should be made available in his Camp Office.
27. The contractor shall abide by all the law of land including Labour Laws (PF, Income Tax, Service Tax or any other extra taxes levied by the Government) Companies Act, TAX deduction liabilities, welfare measures of its employees and all other obligations that enjoy in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the contractor and it shall not involve the Institute in any way whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.

28. If the contractor wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least 60 days failing which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement till the new contract is assigned to the other party.
29. If the contractor repeatedly violates the terms and conditions of the contract or fails to supply required number of skilled/unskilled laborers despite the Institute having served him proper notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.
30. The contractor shall have certificate from Income Tax Officer of tax exemption otherwise income tax at the rate as applicable as per Income Tax Rules shall be deducted at source.
31. The contractor shall apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to Institute within 30 days from the date of issue of the award of the work. The fee for issue of such license shall be paid by the contractor.
32. If case of any damage or loss caused to the Institute property by the workers, the same shall be charged from the contractor. It must be ensured by the contractor by submitting an affidavit on non-judicial paper of Rs. 5/- (Rs. five) stating therein that he will bear the loss out of his own pocket.
33. The loss caused to the Institute on account of negligence/derelection of duties by the employees of the Contractor, shall be established after a joint inquiry comprising the representatives of the Institute then Contractor, and the Institute shall be within its right to make it good from the contractor.
34. The normal working hours shall be 08.30 AM to 05.30 PM with an one hour lunch break from 12.30. PM to 01.30 PM. However the timing may be changed at the discretion of the Institute from time to time. In case of urgency/emergency, the labour can be deployed beyond normal duty hours, which shall be compensated through compensatory leave.
35. The required strength of workers under various categories is indicative only. However the deployment shall be as per actual requirement to be decided in consultation with the contractor and any increase/decrease in the actual deployed strength shall increase/reduce the payment to be made proportionately.
36. The contractor shall maintain all necessary registers and display notices as per mandatory requirement under the law of land.
37. The skilled/unskilled workers presently working in the Institute on contract basis may be engaged by the contractor as per his own terms and conditions and with the existing individual EPF account number.
38. In case of labour disputes for non payment of wages to the workers or any other disputes, the payment due to the contractor can be withheld till settlement of the disputes by the Institute or on the orders of the court of law.

39. The Contractor shall employ the staff as indicated below:-

<b>Sr. No.</b>	<b>Category</b>	<b>No. of workers</b>
1.	Computer Operator	8
2.	Beldar	66
3.	Driver	1
4.	Cleaner	1
5.	Welder	2
6.	Carpenter	5
7.	Office Clerk	4
8.	Electrician	6
9.	Helper	6
10.	Lineman	2
11.	Female Attendant	1
12.	Peon	4
13.	Store Keeper	1
14.	Lab Attendant	1
15.	Sweeper	18
16.	Chowkidar	10
17.	Steno	1
18.	Book Binder	1
19.	Cook-Cum-Attendant	1
20.	Meason	3
21.	Pipe Fitter	2
22.	Plumber	1
23.	Mali	15

(These numbers may increase or decrease)