



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
सिमरोल, खंडवा रोड़ इंदौर – 453552
Simrol, Khandwa Road, Indore- 453552



CUSTOM BID MODE on GeM
FOR
OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT
MANPOWER

Documents to be submitted online for
(Technical & Financial Bid as per Schedule of requirement)


Page 1 of 35
सहायक कुलसचिव
(सागरी प्रबंधन विभाग)
Assistant Registrar
(Materials Management Section)



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सिमरोल, खंडवा रोड इंदौर – 453552
Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

Tel.: 0731-6603408
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NOTICE INVITING TENDER (NIT)

for

OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT MANPOWER

Online e- Tenders are invited by IIT Indore (in Two Bid System) for the working “(OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT MANPOWER) with the following details.

Sl. No.	Description of Stores	NIT No.	EMD
1.	OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT MANPOWER	IITI(MM)/ADMIN/NIT/01/01A/RJ/110/2022-2023	Rs. 12,00,000/- (Rupees Twelve Lakh Only) Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://www.onlinesbi.com/sbicollect/collecthome.html

SUBMISSION OF BIDS ONLINE IN TWO BID <https://gem.gov.in>

*NIT No. 110 should be mentioned for the purpose of EMD Submission and the Tender No. should be referred for bid submission/communication etc

Note:

- I. Tender Documents with detail terms & conditions can be downloaded from our website: http://www.iiti.ac.in/tender_mms.php & <https://gem.gov.in>
- II. The pre bid report will be published as a part of the tender document.
- III. All the details/document pertaining to the NIT such as tender document, pre-bid report, corrigendum and any further updates will be available only on our website and also at Government e-Marketplace (GeM).

IIT Indore shall not be responsible for non-receipt of bid due to internet issues or any other reasons. **For any issues related to tender please contact Material Management Section, Tel: +91-0731-6603408/3369/3551 Email: mms@iiti.ac.in**

सहायक कुलसचिव
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ONLINE BIDDING DOCUMENTS FOR ENGAGEMENT OF CONTRACTORS

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CHAPTER- 1
Schedule of Tendering:

Sl. No.	Event	Date and Time/ Remarks
01	Downloading of Tender document online from GeM	From August 29, 2022 https://gem.gov.in & http://www.iiti.ac.in/tender_mms.php
02	Submission of Queries for Pre-bid meeting	Upto September 08, 2022 at 03.00 PM, (IST) Format for Submission of Queries enclosed as Chapter 14
03	Pre-bid Meeting	September 09, 2022 at 03.00 PM (IST) The pre-bid report will be uploaded on the website & GeM and the same will be a part of the tender document
04	Bid Submission Start Date	September 16, 2022
05	Last date & Time of Submission of Bids Online (Technical and Price Bid)	October 06, 2022 Please refer tender Terms at IIT I
06	Opening of Technical Bids Online	October 07, 2022 Please refer tender Terms at IIT I
07	All the communications with respect to the tender shall be addressed to:	Assistant Registrar (MMS) IIT Indore, 4th Floor Western Wing (Toward's Gate-1), Abhinandan Building, Khandwa Road, Simrol, Indore- 453552 Tel.: 0731-6603408/3369/3551, Email: mms@iiti.ac.in
08	Submission of Bid Online	https://gem.gov.in
09	Contract Period	Initially 01year from the date of issue of work-order which may be extended further upto 02 years subject to satisfactory service.
10	Schedule of Price Bid Opening	Schedule for opening of Price Bids will be notified via GeM only to the bidders qualifying the Technical Bid evaluation.
11	FOR TAKING ASSISTANCE, IF ANY	GeM Portal website: www.gem.gov.in GeM Portal Help Desk Toll Free No.:18004193436

CHAPTER- 2
INSTRUCTIONS FOR ONLINE BID SUBMISSION

The tender shall be submitted in accordance with these instructions and any tender not conforming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

1. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Government E-Marketplace ([URL:http://gem.gov.in](http://gem.gov.in)). The bidders are required to submit copies of their bids electronically on the GeM Portal.
2. More information useful for submitting the online bids on the GeM Portal is available/ obtained at ([URL:http://gem.gov.in](http://gem.gov.in)).
3. For Registration: Bidders are required to enroll on the Government E-Marketplace ([URL:http://gem.gov.in](http://gem.gov.in)).
4. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
5. IITI reserves the right to reject any tender/bid wholly or partly without assigning any reason.
6. The Technical Committee constituted by the IITI shall have the right to verify the particulars furnished by the bidder independently.
7. The contractor shall have to provide contribution based Group term Insurance cover for any kind of death, permanent disabilities and critical illness for all the employees. Further the contractor shall also provide for Group Health Insurance scheme for employees not under ESIC schemes.
8. Tenderer shall take into account all costs including expenses on Salary, EPF, ESIC, Group Insurance, Uniform etc. In this regard no claim for any extra payment for any reason shall be entertained.
9. The hired manpower will be employed at IIT Indore, Khandwa Road, Simrol, Indore or any other location based on institute requirements and the contractor shall be responsible for any damage caused to the institute by the deputed staff.
10. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
11. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded On-line <http://gem.gov.in>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
12. The bidders may submit duly filled and completed bidding document ONLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
13. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IITI reserves the right to accept or reject any or all the tenders.
14. The detailed instruction for online submissions of bid(s) through e-procurement module of Government E-Marketplace, the bidder(s) may visit following link:- [URL:http://gem.gov.in](http://gem.gov.in).

Assistant Registrar (MMS)

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CHAPTER- 3
INSTRUCTIONS TO BIDDER:

1. Indian Institute of Technology Indore (IITI) invites Online tender for the work of 'Supply of highly skilled, semiskilled and unskilled manpower to IITI' for carrying out various jobs viz. electrical, plumbing, carpentry, shifting of furniture, guest house maintenance, providing assistance in various offices, technical assistance in IT, assistance in laboratories, Engineers for assistance in construction projects, classrooms, maintenance of horticulture, gardening, housekeeping etc.
2. **Tender Form:** Tender document will not be issued in person. The tender document can be downloaded from IITI Website www.iiti.ac.in. Tender documents are in 2 (two) parts viz.,
 - a) **Part I (Technical Bid)**
 - b) **Part II (Price Bid).**Please go through the following carefully before submitting the bid/tender:
 3. Details of EMD, submission of tender, etc. are indicated elaborately in the tender document.
 4. **Opening of Part II of the bid: After verification of Part I (Technical Bid), price bid of only those tenderers who satisfy all the eligibility criteria laid down in this notification will be opened.**
 5. In case any document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, whether before award of work or otherwise.
 6. Conditional, Incomplete tenders, Tender in any form other than the prescribed form issued by IIT INDORE or bids received in any mode other than the mode of submission prescribed will be rejected. In such cases, EMD submitted with the tender will be forfeited.
 7. The tender is not transferable under any circumstances.
 8. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
 9. **Evaluation of tender: In case two or more tenders are equal in monetary terms, work will be awarded to the contractor who has executed contracts of higher values.**
 10. IITI reserves the right to: a) reject any or all the tenders without assigning any reason whatsoever; b) not bind himself to accept the lowest or any tender; and c) accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. Canvassing in connection with tender/quotation is strictly prohibited. Tender details can be viewed in the website www.iiti.ac.in

Chapter-4

GENERAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same in the prescribed format and submit it with the Technical Bid).

A. GENERAL INSTRUCTIONS:

1. The manpower provided by the manpower service provider (Contractor) to IITI would work on the payroll of the manpower service provider (Contractor). The workers provided to IITI would be the employees of the manpower service provider (Contractor) at all times and in all respects during the period of the contract of the manpower service provider (Contractor) with IITI. There would be no Employee-Employer relationship between the workers of the Contractor and IITI.
2. No claim for regularization, direct appointment or any other such claim would be entertained by IITI from the workers deployed by the manpower service provider (Contractor) at IITI either during the validity of the contract or any time thereafter.
3. Manpower service provider (Contractor) would also have to necessarily provide the services of One Full Time Site Manager, who would be the Controlling, Disciplinary and the Leave Controlling Authority of the Contractor's Staff deployed at IITI. He/She would need to visit IITI on all working days in a month, and would handle all the issues (labour, legal, statutory, EPFO, ESIC, employment, leave etc.) pertaining to the manpower service provider's (Contractor's) staff deployed at the premises of IITI. *The Site Manager would necessarily be a managerial level employee of the manpower service provider (Contractor) and should be a post graduate with a minimum experience of three years.*
4. The Site Manager would also be responsible to ensure proper maintenance of the attendance registers of the workers deployed by the Contractor at the work site i.e. IITI, as well as all the forms and registers required to be maintained as per contract labour act & for other statutory compliances. No separate payment would be paid by the Institute to the Contractor for providing the service of the Site Manager.
5. IITI would reserve the right to demand removal or replacement of any worker or workers or Site Manager deployed by the Contractor at the premises of IITI without giving any reason to the Contractor or to the worker. The Contractor would have to fulfill such demand at the earliest.
6. It would be the responsibility of the manpower service provider (Contractor) to ensure strict legal and statutory compliance to all the applicable Acts and the Acts that may become applicable in future during the validity of the contract (such as the ESI Act, 1948; the EPF & MP Act, 1952; the Payment of Bonus Act, 1965; the Contract Labour (R&A) Act, 1970; the Maternity Benefit Act, 1961; the Equal Remuneration Act, 1976; the Payment of Wages Act, 1936; the Minimum Wages Act, 1948; the BOCW (RE & CS) Act, 1996, the Child Labour (P&R) Act, 1986; the Industrial Disputes Act, 1947; the Interstate Migrant Workmen (RE & CS) Act, 1979; the Industrial Employment (SO) Act, 1946; the Sexual harassment of Women at Workplace (P,P & R) Act, 2013; the Employee's Compensation Act, 1923 etc.) as amended from time to time, Rules made there under, and all the subsequent Regulations, Ordinances, Orders and Instructions etc. issued from time to time

regarding these matters by the central government or the concerned government offices. The service provider would have to indemnify IITI against any obligation/payment/loss, or any demand other than the monthly management fee to be paid by IITI to the manpower service provider (Contractor), made either by the workers of the manpower service provider (Contractor) or by the government authorities/departments in this regard. The contractor would fulfil all the responsibilities of an employer and also those of the Principal Employer with regard to payments, benefits and other entitlements of the workers deployed by the Contractor at IITI. Contractor's failure to comply with any act/rule/regulation/ordinance/order/instruction etc. or non-payment of any wage, allowance, benefit or other entitlements due to the workers deployed by the Contractor would attract suitable financial penalty as decided by IITI in addition to any financial obligation, arising out of non-compliance by the Contractor, to IITI in this regard. In case of non-payment of the penalty amount by the Contractor within fifteen days of communication by IITI, subsequent additional penalty charges @ Rs.1000/- per day may be charged by the Institute until the penalty amount is deposited in the bank account of IITI.

7. The Contractor would be responsible for all the injuries and accidents occurring with the workers deployed by the Contractor. In this regard, the Contractor would have to necessarily purchase a group insurance policy providing benefits at par with the Employee's Compensation Act, 1923, as amended from time to time, for the workers who are not covered under the ESI Act and deployed by the Contractor at IITI. A copy of the Insurance policy would be required to be submitted by the Contractor along with the bill for the first month. In case there is already a policy bought by the Contractor providing similar benefits, a copy of the same can be provided.

8. The Institute may ask the Contractor to provide a copy of the necessary documents/data/challan/report/return/appropriate forms or registers, updated copy of the Labour License etc. and it would be the responsibility of the Contractor to provide such documents/data/appropriate forms or registers etc. along with the invoice of each month to the Institute, failing which, appropriate penalty as deemed fit by IITI may be levied on the Contractor.

9. As and when the Institute requires more manpower, the designation with brief job profile, minimum qualification and experience requirement and CTC range will be shared with the manpower service provider (Contractor). The manpower service provider (Contractor) would have to identify suitable candidates and provide sufficient CVs and other details to check their acceptability. The deployment should be completed within ten days of receiving such communication from the Institute. **The upper age limit for deployed staff will be below 60 years in all cases.** Contractor should ensure proper publicity of the manpower requirements so as to get competitive candidates for the required profile. Apart from other measures a webpage link at the official website of the contractor shall be reserved for publishing institute manpower requirements.

10. **IITI may reduce the strength (no.) of the outsourced manpower deployed or may even increase the strength (no.) of manpower deployed as per the requirement of the Institute during the contract period.**

11. The tenderer submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.

12. The contract will be for a period of one year initially, which can be extended for *two more years on satisfactory performance of the initial* period of the contract. The IITI may renew/extend the contract to such further period (s), as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.

13. Penalty:

- a) In case the contractor fails in fulfilling the obligations fully and in time, the IITI shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, shall be recovered from the bill.
- b) The contractor shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the IITI from any claims in this regard.
- c) All letters posted to Contractor at the address given by him will be considered to have been delivered in time.
- d) If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated, and Security deposit forfeited. The Contractor will have no claims what so ever on the IITI.
- e) **In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Institute for the inferior works as determined by the IITI and in case all payments have been made to the Contractor for this work, this amount may be deducted from any sum due to the Contractor on any other work within the Institute.**
- f) Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall indemnify the IITI from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify IITI against all claims in this regard. A report would be submitted within 24 hours of occurrence in respect of any accident with the employees of the contractor, on the workplace or outside till he is working with the contractor on the site of the Institute. Original report of the said report is to be submitted to various authorities like Dy. Regional Labour Commissioner, Commissioner EPF and Commissioner ESI etc.
- g) The contractor shall be responsible for cleaning as well as security of the fixtures handed over at the time of commencement of the contract. In case of items/fixtures stolen/broken due to the fault of the contract personnel, either the penalties to recover the cost shall be imposed or the contractor shall have a choice to replace these fixtures of the same quality & under approval from nodal officer appointed by the IITI.

h) Any liability arising on the IITI shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the contractor. There would be no liabilities towards the workers of the contractor by the IITI.

i) **The IITI through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.**

j) The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer (to be nominated by the Institute) from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this tender document.

k) In the event of the contractor to execute the work under contract in whole or in part an alternative arrangement will be made by the IITI totally at the cost & risk of contractor besides any suitable fine /penalty.

l) The contractor shall be liable to pay compensation for any loss & damage caused to the property of the IITI or its Staff Members/Students/Visitors by the contractor or his workers.

m) The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff as regards work, discipline, attendance or any other matter concerning efficient and smooth functioning; the contractor will be under an obligation to change the worker concerned when instructed by IITI authority. The contractor shall observe all the laws and will be responsible for any prosecution of liability arising from breach of any of those laws. The IITI will not have any responsibility with regard to staff on the role of the contractor what so ever.

n) The IITI reserves the right to terminate the contract without assigning any reason by giving a notice of three months. The contractor will also have to serve a notice of three months, if he wishes to terminate the contract.

o) In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Officer, IITI or any other officer nominated by the IITI for arbitration whose decision shall be final and binding on the parties. The contractor agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.

p) The personnel of Contractor should observe 17 closed holidays in a calendar year as observed by the Institute. In addition, they will be entitled to one and half day Casual leave for every completed month of service/duty which will not be transferrable in the next year.

q) The services of employees of Contractor should be made available on all days on six-day week basis irrespective of holidays and on Sundays, if required. Institute may change the working pattern with consent of contractor if required.

r) A verification report in respect of all the personnel of contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of IITI. Any changes should be informed immediately.

s) The personnel engaged by the contractor should have qualification and experience as mention by the institute for each post.

t) The Contractor shall be fully responsible for providing leave benefits, weekly off, National & Festival holidays etc., to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.

u) The contractor on a quarterly basis shall organize a camp at IIT premises for facilitating verification of statutory deposits like EPF/Professional taxes etc. by the deputed staff. It will be the responsibility of the contractor to guide/support the deputed workers in updating basic details in PF Account/ Process for Partial Withdrawal/Aadhar Linking/Bank Account etc.

v) The contractor shall necessarily guide all the workers who are falling under ESIC benefits about the facilities available to them under the scheme and necessary documents shall be issued to them in a timely manner.

w) The contractor should not be employee of IITI, Central or State Government, Autonomous Body, R&D Labs, IITI, IISER or PSU. He should submit a declaration to this effect.

x) That payment on account of enhancement/escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions, and service tax levied by the appropriate Govt. (Central/State) from time to time shall be reimbursed by the IITI to the contractor. No escalation of percentage of Contractor's Service Charges and/or cost of materials shall be admissible during the term of the contract.

14. Other Terms:

i. **MODIFICATION OF TERMS AND CONDITIONS:** The IITI with the consent of the contractor may modify terms and conditions of the contract as and when necessary, without affecting the basic nature of this contract.

ii. **PAYMENT OF WAGES/SALARIES:** The contractor shall pay his workers wages not less than the minimum wages fixed by the Central Govt. and all other statutory dues like EPF, ESI, bonus, etc., where minimum wages applicable, and in throughout the tenure of contract, through bank.

Also, the Institute reserves the right to offer salary higher than the prescribed minimum wages.

- iii. In the event of local problems arising while discharging the functions at IITI the contractor will deal with them appropriately at their cost and risk and the firm will not bring IITI on the scene for such matters.
- iv. **The contractor shall provide:**
 - a. **Uniforms:** 2 (two) full Sets of Uniforms, shoes, belt and cap etc. including all the items of personal protection equipment to his employees posted in Housekeeping, Infrastructure Development , Transport, Horticulture as approved by the IITI authority (both male and female) while on duty from out of his service charges every year. Employees of the contractor will not use the insignia of the Institute other than the places allowed by the Institute.
 - b. **Identity Cards:** The contractor will issue identity cards to his workers/supervisors after getting them verified by the IITI. Any worker found without identity card will not be permitted to enter the premises. He will post a supervisor at a specific point to receive & manage complaints & instructions.
- v. **No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.**
- vi. **IITI reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.**
- vii. IITI does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IITI.
- viii. **Force Majeure:**Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
- ix. The firm may give any of their commercial term, if required, in their techno-commercial offer only, and price quotation should contain only price.
- x. Please inform the IITI in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.

- xi. **IITI reserves the right to modify/alter/insertion or deletion on any part of the tender document to ensure fulfillment of its service requirement at any stage.**
- xii. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
- xiii. **Breach of Terms and Conditions:** IIT- Indore reserves the right to accept or reject or cancel any or all enquiries or bids at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards progress of order/procurement.
- xiv. **Governing Law:** The order placed will be contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.

B. REPORT:

1. The contractor or his representative shall daily report to the Administration Department, IITI to supervise the work under the contract and take instructions every day from them for the work on a Book/Register maintained by the contractor exclusively for the purpose. He shall preserve the said book and produce the same as and when required. ***As far as possible bio-metric attendance shall be obtained. Institute shall compare the manual attendance with the help of bio-metric attendance. Surprise checks for the attendees may be carried out by the Institute officials to ascertain the availability of the employee of the contractor in the institute.***
2. The contractor or his representative should approach the Administrative Section, if he needs any instructions /help or has any difficulties.
3. Working timings are as follows:-
 - Staff having shift system shall have to work on 8 hours shift basis.
 - Staff working in other than shift basis shall work from 9.15 am to 5. 45 with half an hour lunch break or as decided from time to time by the Institute.

C. SCOPE OF WORK:

1. Contractor shall collect applications/resumes by ensuring publication in newspaper based on IITI requirement and as per the provision of ITB. IITI shall conduct interview and choose the candidates. Contractor shall send offer letter and complete the joining formalities and depute to IITI.
2. The contractor's workers will be present in the premises and carry out duty for entire eight hours of a shift excluding lunch recess, in shifts / staggered duties as assigned by competent authorities.
3. The workers should maintain highest discipline and behave politely with the faculty, staff, students and guests. They should not argue with anyone.
4. **The service provider should ensure the insurance of the staff by providing them life coverage through group insurance.**

D. Staff to be provided (it may vary based on requirements of the institute):

Sr. No.	Description	Number
1.	Administrative Staff	59 (approx.)
2.	Supporting Staff i. Gardeners ii. Helpers iii. Attenders	72 (approx.)
3.	Transport Staff	16 (approx.)
4.	Housekeeping Staff (Additional)	30 (approx.)
5.	Other Project Staff	04 (approx.)
Total =		181 nos.

(Initially there is no need from contractor to identify the staff as existing staff shall be allowed to be transferred to his roles.)

E. SUPERVISION-

- 1.The Site manager employed by the Contractor shall be responsible to coordinate, daily attendance, grant of weekly off, discipline, manage work, interaction with office-in- charge for the day-to-day work.
- 2 The service of the workers may be required on all days in a month irrespective of holidays and they should be prepared to work on shifts as may be required. The Contractor has to ensure proper attendance and proper weekly off of the personnel deployed and should produce Character and antecedent's verification reports of the persons engaged by the Contractor and the same shall be submitted to IITI for verification.
- 3.The workers deployed by the Contractors shall maintain personal hygiene and wear prescribed uniform wherever uniform is issued while on duty.
- 4.The persons deployed by the contractor should be reliable, trustworthy, alert and efficient.
- 5.The contractor's personnel should be well disciplined, polite with good behavior. In case of any complaint or any unusual behavior of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute.
- 6.The contract personnel shall undergo medical examination at the expense of the contractor to ensure that they are free from any communicable diseases and copy of medical examination certificate must be submitted to IITI for records.
- 7.The contractor shall not lease or sub-contract the whole or any part of the contract to anybody.
- 8.The contractors should make payment to the workers on the 7th day of falling month (one day before in case of holiday) and there should be no linkage between this payment and settlement of the contractor's bill from the IITI.

F. PAYMENT CONDITIONS:

1. Monthly payment will be paid by the IIT Indore for the deployment of personnel as per actuals in accordance with the agreement.
2. Payment of bills for services rendered will be on reimbursement basis of monthly payment cycle. After payment of salary, the bills shall be supported with the following documents:-
 - a. Bill on Agency letterhead giving details of total number of personnel engaged, number of Man days and cumulative total.
 - b. Amount shall be claimed along with details of payment made to the staff engaged for the previous month (copy of the Attendance Particulars to be attached) on reimbursement basis.
 - c. Certificate to the effect that "Conditions of Minimum Wages Act and other Statues on the subject have been complied with."
 - d. The amount of EPF, ESI and GST will be deposited by the Agency separately for their employees deputed at IIT Indore. Copies of the challans and ECR towards remittance shall be enclosed for reimbursement.

The payment activity dates will be observed as per details below.

Sr. No.	Activity	BY Who	Turnaround time
1	Providing attendance for verification	Agency	2 nd of falling month for the period of current month.
2	Returning of verified attendance	IITI	5 th of every month
3	Salary Disbursal	Agency	Salary should be remitted to individual a/c on 7 th of month (one day before in case 7 th is falling on a holiday).
4	Submission of Invoice to IIT Indore	Agency	Within 3 Working days
5	Release of Payment	IIT Indore	By 10 Working days of receipt of bill, proof of disbursement of wages.

G. COMMENCEMENT OF WORK:

The Contractor is required to start the work of supply of manpower with effect from the date of acceptance of the contract. In case it is found that the work has not been taken up from the above date, the IITI at its sole discretion may cancel the work order and the EMD Security Deposit shall be forfeited without any further reference to the Contractor.

H. CANCELLATION OF CONTRACT:

1. Notwithstanding any other provisions in this contract, the IITI reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the IITI shall be forfeited without any claim whatsoever on IITI and the contractor is liable for action as appropriate under the extant laws.

CHAPTER – 5**TECHNICAL BID (LIST OF DOCUMENTS TO BE UPLOADED ALONG WITH ANNEXURE- I)**

1. The intending Tenderer shall upload a self-declaration on their letter-head as PDF file in Cover-I of e-tender, along with the tender documents, confirming that they are regularly supplying Manpower on contractual firm.
2. The hiring of manpower services shall be in compliance with the specifications mentioned in tender.
3. The tenderer should be a registered contractor having a valid license under 'The Contract Labour (Regulation and Abolition) Act' and should furnish the proof of relevant experience i.e. providing manpower in educational institution of repute, Govt., PSU, or R&D organization like IITs, IIMs, IISER, NITs and Universities etc.,
4. The estimated cost of the Tender is **Approx. Rs. 60,00,000.00 (Rupees Sixty Lakhs Only)** per annum.
5. **Experience:** The tenderer should have experience of having executed/completed similar works during any 7 years commencing between **April 1, 2015 and ending on March 31, 2022** in educational institution of repute, Govt., PSU, or R&D organization as stated above (IIT, NIT etc.) Experience in other institutions will not be considered. The experience should be one of the following:
 - a) *Three similar completed works during any 5 years, each costing not less than the amount equal to Rs.2 Crore,*
OR
 - b) *Two similar completed works during any 3 years during the above referred period, each costing not less than the amount equal to Rs.3.00 Crore,*
OR
 - c) *One similar completed works during any 2 years out of above, each costing not less than the amount equal to Rs.6.00 Crore*

Note: Experience prior to **April 1, 2017 and later than March 31, 2022** will not be considered as experience. **"Similar work"** means supply of skilled and unskilled manpower for carrying out various jobs viz. electrical, plumbing, carpentry, shifting of furniture, guest house maintenance, providing assistance in various offices, technical assistance in IT, laboratories, classrooms, maintenance of Horticulture, gardening etc.

6. The tenderer must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the value of work done, the date of commencement and date of completion of the work.

Note: Copy of work order and/or self-certified certificate will not be accepted as certificate of experience. If any document other than certificate of experience is produced, such document will not be accepted as relevant. Tenders not accompanied by certificate of experience issued by the client will automatically stand disqualified.

7. PAN details of the firm have to be indicated along with a certified copy.
8. An affidavit, in original, duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed.

9. An affidavit, in original, duly certified by a Notary that there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Hon'ble Court.
10. All pages of the tender document should be duly signed & sealed by the tenderer and the document should be submitted in sealed condition.
11. The tenderer shall submit the information sought in the format enclosed as **Annexure "A"** as part of Technical bid along with the General Terms & conditions (duly signed). The Tenderer must have EPF/ESIC Registration number as per the rules to contribute to EPF/ESIC.
12. The persons deployed for work should not be involved in any police case or any case should be pending against them. Police verification certificate for the persons deployed for work to be submitted.
13. The workers must be provided with uniform (and where required standard safety shoes and other materials for safety and safe handling of chemicals, etc.) by the contractor from out of his service charges to the departments like transport and housekeeping.
14. If in the opinion of the IITI authorities, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced within 15 days.
15. Failure to comply with these conditions renders the tender/bid automatically disqualified. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which; the bids are liable for disqualification.
16. **Security Deposit:** - *For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit Rs. 60,00,000.00 (Rupees Sixty Lakhs Only) as Security Deposit which will be free of interest, immediately after commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalized Banks or SBI or from any one of the scheduled banks. The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded within 60 days after adjusting dues if any to the IITI from the Contractor. (PBG Format Attached as Chapter 14)*
17. The tenderer should read the 'General Terms and Conditions' of the IITI annexed hereto and give their acceptance. The tenderer is advised to visit the IITI on any working day between 1000 hrs and 1600 hrs to assess the nature and quantum of work before tendering with prior permission.
18. The manpower proposed to be deployed by the Company /Agency shall be subject to screening by the Institute, to ascertain their suitability and skills. Before deploying a person in the Institute, the Company/Agency shall make a wide publicity for invitation of application of suitable candidates by means of advertisement in News Paper and electronic publicity. The company/Agency will submit an certified copies of publication. The company/Agency will furnish complete particulars and obtain written approval of the designated officer of the Institute.

Chapter- 6

TECHNICAL DETAILS/ COMPLIANCE MATRIX- ANNEXURE "I"

(Firm should enter the compliance against each column for consideration of their bid)

PART-A**Documents details to be mandatorily submitted:**

Sl. No.	Particulars	Compliance YES/NO (If No, Confirm the deviation)	Attach the Documents and Confirm the Page No.
1	Name of Firm/Tenderer/Company (in block letters)		Attach as enclosure & refer here]
2	Permanent Address & Telephone No.		Attach as enclosure & refer here]
3	Full Postal Address, Telephone/Fax No./E-mail;		Attach as enclosure & refer here]
4	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm (in original).		Attach as enclosure & refer here]
5	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any		Attach as enclosure & refer here]
6	Income Tax Return (last three years), PAN No., Professional Tax, GST Regn. Nos. (enclose photo copies)		Attach as enclosure & refer here]
7	Details of ESIC Registration with Date and proof of registration.		Attach as enclosure & refer here]
8	Details of EPF Registration with date and proof of registration		[Attach as enclosure & refer here]
9	Acceptance Certificate		[Attach as enclosure & refer here]

10	Letter of Consent		[Attach as enclosure & refer here]
11	DECLARATION REGARDING CLEAN TRACK		[Attach as enclosure & refer here]
12	DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN		[Attach as enclosure & refer here]
13	Performance Report for OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT MANPOWER provided in Government/ Semi-Government/ Autonomous Organizations		[Attach as enclosure & refer here]

PART-B**A. Details of Experience: Should be furnished in the following format- only:**

Name of the Client and full address	Telephone and FAX number of the client	Tenure of contract	Value of contract

Date:**Signature of Tenderer,****Seal & address**

Chapter- 7

Technical /Pre-Qualification/Presentation Evaluation Criteria:

Sl. No.	Particulars	Total Marks
1	Registered office at Indore (Municipal Limit) (Address & Telephone no. (Copy of Telephone Bill/Electricity Bill.	05
2	Details of infrastructure persons employed in each category i.e. Highly Skilled, Skilled, Semi-Skilled and Unskilled and number of offices/branches available (attach separate sheet).	05
3	Copy of a valid License issued by the State/Central Labour Department under Contract Labour Act duly attested by a gazetted officer/notarized.	05
4	Experience of similar works in any 7 years between 01 April 2015 to 31 March 2022. (Furnish details in PART-B, Chapter -6) 03 Works in 05 years, each costing not less than the amount equal to Rs. 2.00 Crore. OR 02 Works in any 03 years during the above referred period, each costing not less than the amount equal to Rs. 3.00 Crore. OR 01 Work in any 02 years out of above, each costing not less than the amount equal to Rs. 6.00 Crore.	15
5	Enlist the names of higher educational institutions/ research institutions/ universities where they have served earlier along with the type of manpower supplied and a flowchart covering their functioning process in these institutes. IITs CFTIs Other Government Institute Others	20 15 10 05
6	Proof of Financial Capacity from his bankers/Chartered Accountant. Annual Turnover: Above 12 Crore Between 6 Crore to 12 Crore Below 6 Crore	10 5 2.5

7	Performance certificate from current employers to be attached (issued in the month of July 2022)	20
8	Audited balance sheet and Profit/Loss A/c for, 2014-15 to 2020-21	10
9	Signed Documents as per PART-A (Sl. No. 1 to 13) of Chapter 6. (No number would be awarded if any one document is missing from Sl. No. 1 to 13))	10
Total Technical Marks (X)		100

The threshold score for qualifying in the technical evaluation is minimum 70 out of 100.

Top **5** technically qualified scorers in the technical evaluation will be called for the **presentation**. The tenders of the bidders who did not turn-up for the presentation will be summarily rejected. The presentation will be evaluated and presentation marks (**Y**) will be obtained on a maximum score of **20**.

The total technical score/ marks including presentation of the qualified bidders (who are called for and attended presentation) shall be computed using following formula:

$$\text{Total Technical Marks (TBS)} = 40\% \text{ of } X + Y$$

The technical scores of all other bidders who are invited for the presentation and attended it, will be considered technically qualified and financial bids of only those bidders will be opened.

Note: The technical bid shall be opened on the scheduled opening date and the price of only the firm/agencies who are found qualified on evaluation of the technical bids, shall be opened on later date (working day) with intimation to the bidders.

Bidders who are declared as Technically Qualified will be allowed to participate in Financial Bid process.

Evaluation of Price Bids:

The service charge as quoted by the bidders will be compared. The bids will be awarded a financial bid score (FBS) as per below table:

L1 Price	100 marks
L2 Price	90 marks
L3 Price	80 marks
L4 Price	70 marks
L5 Price	60 marks
L6 Price and above	50 marks

Overall Evaluation of Bids (TBS+ FBS):

The overall evaluation of bids shall be done using QCBS model. The final score (FS) shall be calculated based on the formula:

$$\text{Final Score (FS)} = 70\% \text{ of (TBS)} + 30\% \text{ of (FBS)}$$

The work shall be offered to the bidder whose bid achieves maximum FS.

Tie-Breaking Clause:

In case two or more bidders score equal marks in the Final Bid Evaluation score then the following criteria will be adopted for tie-breaking in order of merit:

- (i) **Annual value of turnover:** Bidder having larger turnover will be given preference.
- (ii) **Value of similar works executed:** Bidder having larger value of similar works executed will be given preference.
- (iii) **In case of equal on (i) & (ii) above, the longer period of contract will be considered.**

Award Criteria:

The Bidder/Company/Firm/Agency achieving the highest combined technical and financial score after giving weightage as mentioned in Chapter 7 will be declared qualified.

Notification of Award:

Prior to the expiry of the period of validity, the authority of the Institute will notify the successful Bidder in writing by e-mail, to be confirmed in writing by e-mail/speed post or hand delivered letter, that its bid has been declared qualified.

Chapter- 8
ACCEPTANCE CERTIFICATE
(To be given on Company's Letter Head)

To, _____

Sub: Acceptance of Terms & Conditions of NIT Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
7. I/We agree to hold this offer open until **180 days** and shall be bound to provide service within the specified period.
8. I / We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the penalty/restrictions agreed to by us in the Bid Security Declaration.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Chapter- 9
DECLARATION REGARDING CLEAN TRACK
 (To be submitted on Firm/Company Letterhead)

To,
 The Joint Registrar
 Materials Management Section
 I.I.T. Indore,
 Simrol, Khandwa Road
 Indore – 453 552.

Date :

**Sub: NIT No. IITI(MM)/ADMIN/NIT/01/01A/RJ/110/2022-2023 dated 14th July 2022 for
 “OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT MANPOWER at IIT
 Indore”**

Dear Sir,

I/we carefully gone through the Terms & Conditions contained in the above-referred NIT.
 I/we hereby declare that my company / firm is not currently debarred / blacklisted/convicted by
 any Government / Semi-Government Organizations / Institutions in India or abroad. I/we further
 certify that I'm a competent officer in my company /firm to make this declaration.

Or

I/we declare the following

No.	Country in which the company is debarred / blacklisted / case is pending	Black listed / debarred by Governme / Semi Government Organizations / Institutions	Reason	Since when and for how long

In case the above information is found false I/we are fully aware that the tender/contract shall be
 liable to be rejected/cancelled by the IIT Indore and EMD / SD shall be forfeited.

In addition to the above, IIT Indore will not be responsible to pay the bills for any completed /
 partially completed work.

Yours faithfully

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Date:

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding the
 period for which the company/firm was blacklisted and the reason/s for the same)

Chapter- 10
**DECLARATION OF ANNUAL TURNOVER AND
INCOME TAX RETURN**

(To be submitted on Firm/Company Letterhead)

To,
The Joint Registrar
Materials Management Section
I.I.T. Indore,
Simrol, Khandwa Road
Indore – 453 552.

Date .

**Sub: NIT No. IITI(MM)/ADMIN/NIT/01/01A/RJ/110/2022-2023 dated 14th July 2022 for
“OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT MANPOWER at IIT
Indore”**

Dear Sir,

I/we hereby declare that our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references :

F.Y 2018-19	F.Y 2019-20	F.Y 2020-21

And,

2) I/we hereby declare that our firm had filed Income Tax Returns for last year's i.e. F.Y. 2019-19, 2019-20, & F.Y. 2020-21. Supported by copy of ITR of three years.

Yours faithfully

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Business Address :

Date:

Chapter- 11
Letter of Consent

To

The Registrar

IIT Indore

Date: _____

Tender Ref. No.

Name of Work: 'Supply of skilled, unskilled and unskilled manpower to IITI,

Dear Sir,

I/We understand the nature and quantum of work to be carried out. I/We have read various condition to the tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the bid.

In case the tender is withdrawn within the validity period or the contract if awarded, I/We understand that our bid security declaration holds good and I/We understand that I/We will be barred for future tendering as per the clauses of the bid security declaration.

The rate quoted by us is firm and I/We will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance and terms of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the IIT Indore, general conditions of the contract amended from time to time and to carry out the work according to the conditions laid down by the IIT Indore.

Acceptance of this tender/contract shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signatures of Tenderer(s) with stamp, address

Note: *The formats have been made available in the word format in the document title 'Annexures'. The format may also be downloaded; no change should be made by the tenderers except filling up details. In case any change is made in the contents of the formats, except filling -up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.*

Chapter- 12
FORM OF UNDERTAKING

(to be submitted by the successful company/agency before deployment of manpower)

We hereby declare that the advertisement inviting applications for deployment of Manpower at IIT Indore has been published in _____ newspaper dated _____ exclusively and wide publicity has been given. The candidates have been evaluated with regard to the qualitative requirement as mentioned in the published invitation of application.

We will be liable to appropriate action as per the contract in case of any shortcomings omission and commission.

SIGNATURE OF THE CONTRACTOR OR HIS
AUTHORIZED SIGNATORY

DATE:

ADDRESS WITH SEAL OF THE AGENCY /FIRM

CHAPTER- 13

PRICE BID

- a) The price bid shall comprise the techno commercial bid along with the price component indicating the price per person.
- b) The prices quoted must be in INR Per Person Per Month Only. Price quoted in percentage or for month or year will be considered.
- c) This has been decided as the Institute as Principal Employer, has the responsibility to ensure that unduly lower rate of Service Charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from workers, etc. thereby affecting the performance of the workers.
- d) Details of Expenditure vis-a-vis Service Charges with a view to prevent instances as mentioned above, Bidders must submit details of estimated expenditure in the prescribed format along with documentary evidence like estimates in support of expenditure along with the price bid.
- e) The Institute reserves the right to take a view on the reasonability of the rate of Service Charge. The decision of the Institute in this regard shall be final and binding. No representation in this regard will be entertained and replied to.
- f) The prices once accepted by the Institute shall remain valid till the successful expiry of the contract period and the work fully effected and accepted or 12 months from the date of acceptance of contract whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties/taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.
- g) Bid Currencies: Prices shall be quoted in Indian Rupees only.
- h) The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <https://gem.gov.in>
- i) **Bidders are advised to download this BoQ.pdf** as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
- j) Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited.
- k) The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.

OTHER CONDITIONS FOR PRICE BIDS

1. **Taxes: Taxes will be paid as rules in force time to time.**
2. **Tentative No. of workers to be engaged as assessed by IITI for manpower supply (this figure is variable based on requirements of the institute):**
 - a) **Administrative Staff: 59**
 - b) **Supporting Staff: 72** (i. Gardeners, ii. Helpers and iii. Attenders)
 - c) **Transport Staff: 16**
 - d) **Housekeeping Staff: 30**
(Additional)
 - e) **Other Project Staff: 04**
3. No unilateral revision in price will be admissible.
4. Rates should be quoted for service.
5. **Service charge per head in figures/Whole number should be quoted in the BOQ.**

Signature of Tenderer

CHAPTER- 14
PRE-BID QUERY FORM

Sl. No	Reference of the Clause No. of the Tender Document	Query/Clarification/Deviati on sought	Clarification/Response from IIT I
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

CHAPTER- 15**Performance Report for OUTSOURCING SERVICE FOR ENGAGEMENT
OF CONTRACT MANPOWER provided in****Government/ Semi-Government/ Autonomous Organizations****(To be issued by the organization where facility is being provided)**

1. Name of the Owner:
2. Name of the Company/Firm & Location:
3. Name of organization where Manpower services are provided:
4. Name and contact No. of the person in the Organization for verification:
5. Date of award of contract:
6. Date of expiry of license/completion of contract:
7. Value of work in Contract:
8. Performance Report: Please tick/circle the correct option

(a)	Quality of service	Excellent/Very Good/Good/Fair/Poor
(b)	Resourcefulness	Excellent/Very Good/Good/Fair/Poor
(c)	Behaviour and Attitude	Excellent/Very Good/Good/Fair/Poor
(d)	Redressal of complaints and Promptness	Excellent/Very Good/Good/Fair/Poor

Yours faithfully

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Business Address:

Date:

CHAPTER-16
PERFORMANCE SECURITY FORMAT

To,

.....
WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch
Phone No., Fax No. & e-mail id.

CHAPTER- 17

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Indore)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of..... 20.....

BETWEEN

The IIT Indore, represented through Jt. Registrar Material Management, IIT Indore (Hereinafter referred as the 'Principal/Owner', (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

Name and Address of the Individual/firm/Company) through (Hereinafter referred (Details of duly authorized signatory) to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract forat IIT Indore." (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles
 - No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (a) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (b) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

- 3) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s) / Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal /Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of IIT Indore.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal / Owner)

.....
(For and on behalf of Bidder / Contractor)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated:



भारतीय प्रौद्योगिकी संस्थान इंदौर
सिमरोल, खंडवा रोड इंदौर – 453552
Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

Tel.: 0731-6603408
Email: mms@iiti.ac.in

Format For Price Breakup

for

OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT MANPOWER

Name of the Bidder/ Bidding Firm / Company: _____

Sl. No.	Nature of Staff	No. of Staff
1.	Administrative Staff	59 Nos.
2.	Supporting Staff i. Gardeners ii. Helpers iii. Attenders	72 Nos.
3.	Transport Staff	16 Nos.
4.	Housekeeping Staff (Additional)	30 Nos.
5.	Other Project Staff	04 Nos.
Total no. of Staff =		181 Nos.

Service Charge bifurcation per month & year

Service Charge per Person per Month	₹ _____
GST @ 18%	₹ _____
Total Service Charges per person per Month	₹ _____
Total Service Charges per Month for 181 Staff	₹ _____
Annual Expenses on Service Charges for 181 Staff	₹ _____

Note:

- All Terms & Conditions will be as per NIT Document uploaded on GeM.
- Service charge per head in figures/Whole number should be quoted in the BOQ**

(Signature of the Tenderer)
Company Seal
Date: