



भारतीय प्रौद्योगिकी संस्थान इंदौर
सिमरोल, खंडवा रोड, इंदौर, पिन- 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552



GeM Bid
for
Hiring of Manpower Outsourcing Services (Fixed Remuneration)

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

सहायक कुलसचिव
(सेवा अनुबंध)
Assistant Registrar
(Service Contracts)



भारतीय प्रौद्योगिकी संस्थान इंदौर

खंडवा रोड, सिमरोल, इंदौर - 453552

Indian IIT Indore of Technology Indore

Simrol, Khandwa Road, Indore- 453552

Tel.: 0731-6603369/3408

Email: servicecontracts@iiti.ac.in

निविदा आमंत्रण सूचना / NOTICE INVITING TENDER (NIT)

for

Hiring of Manpower Outsourcing Services (Fixed Remuneration)

Online e-Tenders are invited by IIT Indore (in Two Bid System) for the **Hiring of Manpower Outsourcing Services (Fixed Remuneration)** with the following details.

Sl. No.	Description	NIT No.	EMD
1.	Hiring of Manpower Outsourcing Services (Fixed Remuneration)	IITI(MM)/AD/062/NS/2024-2025	Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://www.onlinesbi.sbi/sbicollect/

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

***NIT No. 62 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: <https://www.iiti.ac.in/tender> & <https://gem.gov.in>
- II. The pre bid report will be published as a part of the tender document.
- III. All the details/documents pertaining to the NIT such as tender documents, 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 Service Contracts Section, Tel: +91-0731-6603408/3369 Email: servicecontracts@iiti.ac.in**

प्रतिपाद्युक्त कायदा
(संख्या १६)
सर्वोच्च न्यायालय
(अभिलेख संख्या १६)

अनुभाग 1 / SECTION 1
निविदा की अनुसूची/ SCHEDULE OF TENDER

Sl. No.	Event	Date and Time/ Remarks
01	Downloading of Tender document online from GeM	From December 31, 2024 https://www.iiti.ac.in/tender & https://gem.gov.in
02	Submission of Queries for Pre-bid meeting	Upto January 03, 2025 upto 02.00 PM, (IST) Format for Submission of Queries enclosed as Form-8
03	Pre-bid Meeting	Online on Google meet January 03, 2025 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	Last date & Time of Submission of Bids Online (Technical and Price Bid)	January 15, 2025 Please refer tender Terms at GeM & IITI
05	Opening of Technical Bids Online	January 15, 2025 Please refer tender Terms at GeM & IITI
06	All the communications with respect to the tender shall be addressed to:	Assistant Registrar (Service Contracts) IIT Indore, 4th Floor Western Wing (Toward's Gate-1), Abhinandan Building, Khandwa Road, Simrol, Indore- 453552 Tel.: 0731-6603408/3369, Email: servicecontracts@iiti.ac.in
07	Submission of Bid Online	https://gem.gov.in
08	Contract Period	The period of empanelment is initially for 02 years which may be extendable for 02 more years in a spell of 01 year each based on the performance and needs of the Institute.
09	Schedule of Price Bid Opening	Schedule for opening Price Bids will be notified via GeM only to the bidders qualifying for the Technical Bid evaluation.
10	FOR TAKING ASSISTANCE, IF ANY	GeM Portal website: www.gem.gov.in GeM Portal Help Desk Toll Free No.:18004193436

अनुभाग 2 / SECTION 2

ऑनलाइन बोली जमा करने के लिए बोलीदाताओं को निर्देश

INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION

The tender shall be submitted in accordance with these instructions and any tender not confirming 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. **Health Insurance facility for self and family dependents & Group Term Insurance of employees is to be done as a service incentive by the agency without seeking any additional charges from such employees for the said facility. Further the Agency should also provide a Group Health Insurance scheme for employees not under ESIC scheme.**
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 Agency 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 documents ONLINE as per instruction contained in the bidding documents. The incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in the 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.
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).

अनुभाग- 3 / SECTION- 3

बोली लगाने वालों के लिए निर्देश
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. providing assistance in various offices, technical assistance in IT, assistance in laboratories, Engineers for assistance in construction projects, classrooms, electrical, plumbing, carpentry, guest house, horticulture etc. Manpower Outsourcing Service refers to job profiles that the different organizational, technical and non-technical functions to run the day-to-day operations of business or organization.
2. **Tender Form:** Tender documents will not be issued in person. The tender document can be downloaded from IITI Website <https://www.iiti.ac.in/tender>. 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), the 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 Agency 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 <https://www.iiti.ac.in/tender>.

अनुभाग 4 / SECTION 4

सामान्य नियम और शर्तें
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 (Agency) to IITI would work on the payroll of the manpower service provider (Agency). The workers provided to IITI would be the employees of the manpower service provider (Agency) at all times and in all respects during the period of the contract of the manpower service provider (Agency) with IITI. There would be no Employee-Employer relationship between the workers of the Agency 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 (Agency) at IITI either during the validity of the contract or any time thereafter.
3. Manpower service provider (Agency) 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 Agency'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 (Agency's) staff deployed at the premises of IITI. ***The Site Manager would necessarily be a managerial level employee of the manpower service provider (Agency) and should be a postgraduate with a minimum experience of three years.***
4. The Site Manager would also be responsible for ensuring proper maintenance of the attendance registers of the workers deployed by the Agency 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 Agency 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 Agency at the premises of IITI without giving any reason to the Agency or to the worker. The Agency would have to fulfill such demand at the earliest.
6. It would be the responsibility of the manpower service provider (Agency) 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 (Agency), made either by the workers of the manpower service provider (Agency) or by the government authorities/departments in this regard. The Agency 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 Agency at IITI. Agency'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 Agency would attract suitable financial penalty as decided by IITI in addition to any financial obligation, arising out of non-compliance by the Agency, to IITI in this regard. In case of non-payment of the penalty amount by the Agency 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 Agency would be responsible for all the injuries and accidents occurring with the workers deployed by the Agency. In this regard, the Agency would have to 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 Agency at IITI. A copy of the Insurance policy would be required to be submitted by the Agency along with the bill for the first month. In case there is already a policy bought by the Agency providing similar benefits, a copy of the same can be provided.
8. The Institute may ask the Agency 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 Agency 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 Agency.
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 (Agency). **The manpower service provider (Agency) 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.** Agency 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 Agency 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 monthly attendance cycle may be maintained from the 24th to 25th day of each month to disburse the salary of the contractual employee on the last working day of that month (except for March when the salary may be disbursed on the first/second working day of April).
12. Empaneled agency and deputed employees will submit **an non-disclosure undertaking stating that they will not disclose or share the Institute records, information elsewhere** during and after the tenure of contractual appointment at IIT Indore without permission from the Institute authorities.
13. Roster as per GOI instructions will have to be followed by the empaneled agency for employees deputed for 45 days or more duration.

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

15. **Penalty:**

- a) In case the Agency fails to fulfil the obligations fully and in time, the IITI shall have the absolute right to take up the work at the Agency's cost and risk and recover any and all such expenses from the amounts due to the Agency 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 Agency 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) 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 Agency will have no claims what so ever on the IITI.**
- d) In case it is found at a later date that the service provided is of **inferior quality and proper action was not taken at the time of execution of the service**, the agency shall remain liable to pay compensation to the Institute for the inferior service quality as determined by the IITI and in case all payments have been made to the agency for this service, this amount may be deducted from any sum due to the agency on any other work within the Institute.
- e) The Agency will be fully responsible for any **accident or mishaps involving workers engaged by the Agency and the Agency would pay claims made by these victims.**
- f) If IITI suffers any loss or damage on account of negligence, fraud, default, violence or theft or any act or misconduct of such or similar nature, on the part of the employees/representatives of the agency, then the Agency shall be liable to make full reimbursement in that regard to the Institute. The agency shall keep IIT Indore fully indemnified against the loss or damage by or of any staff engaged by the Agency. For any accident or casualty occurring during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident, disabilities of any nature or death or arising out of provisions under law, or any other nature will be borne by the Agency. The responsibility will remain with the Agency and IIT Indore will in no way be responsible for it or any other clause mentioned above. A report would be submitted within 24 hours of occurrence in respect of any accident with the employees of the Agency, on the workplace or outside till he is working with the Agency 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 Agency 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 Agency 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 Agency and if the full amount is not recovered then the same shall be recovered from the security deposit of the Agency. There would be no liabilities towards the workers of the Agency by the IITI.
- i) The penalty provisions specified in the SLA on GeM will be applicable to the bidder.

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

17. In the event of the Agency executing the service under contract in whole or in part an alternative arrangement will be made by the IITI totally at the cost & risk of Agency besides any suitable fine /penalty.
18. The Agency 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 Agency or its workers.
19. The Agency shall be personally responsible for the conduct of its 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 Agency will be under an obligation to change the worker concerned when instructed by IITI authority. The Agency 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 Agency whatsoever.**
20. The IITI reserves the right to terminate the contract without assigning any reason by giving a notice period of three months. The Agency will also have to serve a notice of three months, if he wishes to terminate the contract.
21. The personnel of the Agency should observe 17 closed holidays in a calendar year as observed by the Institute. In addition, they will be entitled to one and half days' Casual leave for every completed month of service/duty which will not be transferrable in the next year.
22. The services of employees of the Agency should be made available on all days on a six-day week basis irrespective of holidays and on Sundays, if required. Institute may change the working pattern with the consent of an Agency if required.
23. A verification report in respect of all the personnel of Agency from the concerned police station of concerned residential areas should be submitted and also a list of employees with biodata 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 made immediately.
24. The personnel engaged by the Agency should have qualification and experience as mentioned by the institute for each post.
25. The Agency 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 Agency to provide a suitable substitute.
26. The Agency on a quarterly basis shall organize a camp at IIT premises to facilitate verification of statutory deposits like EPF/Professional taxes etc. by the deputed staff. It will be the responsibility of the Agency to guide/support the deputed workers in updating basic details in PF Account/ Process for Partial Withdrawal/Aadhar Linking/Bank Account etc.
27. The Agency 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.

28. The Agency should not be the employee of IITI, Central or State Government, Autonomous Body, R&D Labs, IITI, IISER or PSU. He should submit a declaration to this effect.
29. 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 Agency. No escalation of the percentage of Agency's Service Charges and/or cost of materials shall be admissible during the term of the contract.**
30. **Other Terms:**
- i. **MODIFICATION OF TERMS AND CONDITIONS:** The IITI with the consent of the Agency 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 Agency 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 Agency will deal with them appropriately at their cost and risk and the firm will not bring IITI on the scene for such matters.**
31. **No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions, presentation and price negotiations. Any violation of this will render the bidder invalid and the bidder is liable to be debarred from the tender.**
32. **IITI reserves the right to call for techno-commercial/price negotiations. The company should depute a competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.**
33. **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.**
34. **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.**
35. **Force Majeure:** Neither the Agency nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this contract 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.

36. 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.

37. **Breach of Terms and Conditions:** 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.

38. **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.**

39. Settlement of Disputes

i. **Amicable Settlement:** In case a dispute arises between the (IITI and the Agency (parties) regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. **The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receiving receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days** following the response of that party, Arbitration Clause shall become applicable.

ii. **Arbitration:** In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the **Registrar, IIT Indore or his nominee on mutual agreement of both the parties.**

iii. The award of such Arbitrator shall be final and binding on the parties. In the event of such Arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever the Registrar, IIT Indore shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The Arbitration and Conciliation Act, 1996, shall apply to arbitration proceedings. The venue of arbitration shall be Indore.

40. CANCELLATION OF CONTRACT:

1. Notwithstanding any other provisions in this contract, the IITI reserves the absolute right to terminate the contract forthwith it is found that continuation of the contract is not in public interest. The Agency 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 Agency are forged or have been manipulated, the work order issued to the Agency shall be cancelled and Security Deposit issued to the IITI shall be forfeited without any claim whatsoever on IITI and the Agency is liable for action as appropriate under the extant laws.

41. Termination of the contract: The contract may be terminated in any of the following contingencies:

a) By either party on giving notice in writing of 90 days to the other party (without assigning any reason).

OR

b) on the expiry of the contract period, without any notice ;

OR

c) on giving one month's notice at any time during the currency of services, in case the services rendered by the Agency are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.

OR

d) on assigning of the contract or any part thereof or any benefit or interest therein or there under by the Agency to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.

OR

e) on Agency being declared insolvent by the competent Court of Law without any notice;

OR

f) In case the Agency is not interested to continue the contract subject to the condition that the Agency shall give a minimum of three months' notice.

g) If the Agency does not give **the requisite notice as mentioned above, then his security deposit shall be forfeited and Bank Guarantee shall be encashed in proportion to the period falling short of the specified notice period** ; "Provided that during the notice period for termination of the contract, in the situation contemplated above, the Agency shall keep on discharging his duties as before till the expiry of notice period"

42. Document submissions beyond the bid due date will not be accepted as part of the technical representation.

43. All other Terms & Conditions will be as per GeM GTC Amendment Gem 4.0 (Version 1.19).

अनुभाग 5 / SECTION 5

कार्य का दायरा

SCOPE OF WORK:

A: Sourcing of Manpower:

1. The Agency shall be responsible to collect applications/resumes/curriculum vitae by ensuring proper publication in a newspaper, on their website, online job portals like Naukri.com and Monster.com, and in other modes based on IIT Indore requirements.
2. The agency shall provide at least 10 suitable applications/resumes/curriculum vitae against each post.
3. The agency will do the initial scrutiny of the resumes/ curriculum vitae to match the eligibility criteria and job description provided by the IIT Indore.
4. The agency will coordinate with the candidate and will schedule the interview as per availability of the recruitment committee.
5. The IIT Indore will conduct interviews with the agencies support and select the suitable candidates.
6. The Agency shall be responsible for verifying the experience, medical record, police verification and certificates of the candidate.
7. The agency will be responsible for sending the offer letter to the selected candidates, getting the acknowledgement, joining timeline and complete the joining formalities and depute them to IIT Indore after verifying the police verification and documents such as school certificate, graduation and post-graduation certificates and work experience etc.

B: Deputation of Single Point of Contact Manager at IIT Indore:

1. The Agency 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 Agency shall be deemed to have been received by the Agency within the scope of this tender document.
2. The Site manager employed by the Agency 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.**
3. The site manager shall be present on the premises and carry out duty for the entire eight hours of a shift excluding lunch recess, in shifts / staggered duties as assigned by the respective Officer In charges/ Institute Authorities.
4. The site manager shall maintain the highest discipline and behave politely with the faculty, staff, students, and guests. They should not argue with anyone.
5. The site manager should be available to address the queries, issues of the deputed staff pertaining to leave record, salary, EPF, ESIC etc.
6. The site manager will submit the attendance of the deputed staff through Aadhar enabled attendance machine.
7. The site manager will ensure proper record of the leave management, performance record and annual performance evaluation of the staff. The personnel file of deputed staff should be maintained and data to be furnished as and when required by the institute.
8. **The site manager should record the complaints raised against the deputed staff and will be responsible for his or her performance review and coordination with the concerned department/ section.**

C: Social Security:

1. The Agency shall ensure that the deputed staff are covered with the Employee Provident Fund (EPF) and Employees' State Insurance Corporation (ESIC), as per rules and the statutory provisions.
2. The Agency shall ensure that the staff who are not covered under ESIC should have the Family Health Insurance Plan to cater to medical emergencies.
3. The Agency shall ensure the social security cover for the staff by providing them with insurance coverage under Group Term Insurance from IRDAI registered Insurance agency.

D: Number of staff required: -

- a. The details of the approximate number of staff required are as follows: -

Sr. No.	Category of Staff	Type of Staff	No. of Staff to be deployed (approx.)
(a)	Highly Skilled and above	Administrative and Technical Staff, (Supervisory Level), Programmer, Engineer etc.	50
(b)	Skilled	Administrative and Technical Staff (Junior Level)	75
(c)	Semi-Skilled	Attendant, Driver, Conductor, Caretaker, Helper, etc.	25

- b. The Agency shall provide:

- I. **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 Agency will not use the insignia of the Institute other than the places allowed by the Institute.
- II. **Identity Cards:** The Agency 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.

E: 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."
3. 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	24th to 25th day of each month.
2	Returning of verified attendance	IITI	28 th of every month
3	Salary Disbursal	Agency	Salary should be remitted to individual a/c on the last working day of that month (except for March when the salary may be disbursed on the first/second working day of April).
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.

F. COMMENCEMENT OF WORK:

1. The Agency is required to start the work of supply of manpower with effect from the date of acceptance of the contract.
2. 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 Agency.

G. Other Conditions: –

1. 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 Agency 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 Agency and the same shall be submitted to IITI for verification.
2. The workers deployed by the Agencies shall maintain personal hygiene and wear prescribed uniform wherever uniform is issued while on duty.
3. The persons deployed by the Agency should be reliable, trustworthy, alert and efficient.
4. The Agency'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.
5. The contract personnel shall undergo medical examination at the expense of the Agency to ensure that they are free from any communicable diseases and copy of medical examination certificate must be submitted to IITI for records.
6. The Agency shall not lease or sub-contract the whole or any part of the contract to anybody.
7. The Agencies should make payment to the workers on the last working day of that month and there should be no linkage between this payment and settlement of the Agency's bill from the IITI.

H. REPORT:

1. The Agency 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 Agency exclusively for the purpose.
2. 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.***
3. ***Surprise checks for the attendees may be carried out by the Institute officials to ascertain the availability of the employee of the Agency in the institute.***
2. The Agency 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.

अनुभाग - 6 / SECTION - 6

विशेष नियम और शर्तें

SPECIAL TERMS AND CONDITIONS

1. The intending Tenderer shall upload a self-declaration on their letterhead 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. All pages of the tender document should be duly signed & sealed by the tenderer and the document should be submitted in sealed condition.
4. The tenderer shall submit the information sought in the format enclosed as **Section-7** 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.
5. **EPF remittance should be done at Indore PF office only.**
6. **To-&-fro transport facility for outsourced employees to commute to the office daily as a service incentive without seeking any additional charges from such employees for the said facility.**
7. **Health Insurance facility for self and family dependents & Group Term Insurance of employees is to be done as a service incentive by the agency without seeking any additional charges from such employees for the said facility.**
8. 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 at the time of appointment before joining.
9. 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 Agency from out of his service charges to the departments like transport.
10. 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.
11. 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.
12. **Security Deposit:** - *For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to Security deposit of 5% of the total contract value, which will be free of interest, immediately after commencement of the 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 Agency. (PBG Format Attached as Form - 10). In case of any extension in the contract, the bank guarantee has to be revalidated on the same terms.*

13. **Contract Period:** The contract will be for a period of two years 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 Agency's performance. However, it shall be with consent/written request by the Agency in this regard.
14. The Agency shall comply with all labour laws, rules and Acts in relation to its employees and keep IIT Indore informed about any amendment in the laws from time to time. Failure of the agency in complying with any statutory requirements and terms of agreement during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender in IIT Indore. In such an eventuality the Bank Guarantee will be invoked.
15. If any amount is found payable by the agency towards wages, allowances and statutory dues in respect of personnel or any loss to IIT Indore property, the same shall be adjusted from the performance security deposit or the monthly bills to the extent of the amount so determined by the competent authority in the Institute reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
16. The Outsourcing Agency shall have to obtain the required license from the appropriate licensing authority(ies) of respective Department/ Division/ Other units before deployment of personnel in IIT Indore. No charges towards this will be borne by the Institute.
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. Empaneled agency and deputed employees will submit an undertaking stating that they will not disclose or share the Institute records elsewhere during and after the tenure of contractual appointment at IIT Indore without permission from the Institute authorities.
19. Roster as per GOI instructions will have to be followed by the empaneled agency for employees deputed for 45 days or more duration.
20. The quote with regards to the salary details shall be indicative for the newly appointed outsourced employees subject to their professional experience and work profile accordingly.

अनुभाग - 7 / SECTION - 7
PRE-QUALIFICATION CRITERIA

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

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 the Organization/Firm		Attach as enclosure & refer here]
2	Location of Head Office with complete address		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 blacklisted 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 Hon'ble Court (in Original).		Attach as enclosure & refer here]
6	Income Tax Return (last three years ITR), PAN No., Professional Tax, GST Regn. Nos. (enclose photocopies)		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 of Annual Turnover And Income Tax Return		Attach as enclosure & refer here]
12	Integrity Pact and Integrity agreement (Form-12) have to be signed by the bidding agencies.		Attach as enclosure & refer here]
13	EMD of Rs. 16,00,000/- (Attach the transaction receipt as a proof). No transaction of EMD will be considered after the bid submission deadline.		
14	Form 1 to 12 of the NIT.		

NOTE: The agency failing to satisfy any of the above criteria will NOT be evaluated further.

अनुभाग 8 / SECTION 8

Technical /Presentation Evaluation Criteria:

The technical bids will be evaluated on the below mentioned criteria and scoring will be accordingly:

Sl. No.	Particulars	Documents Required	Score
1	Registered office at Indore (Municipal Limit)	Address proof- Telephone Bill/Electricity Bill/ Gumashta/Rent Agreement	05 marks
2	Details of persons deployed in each category i.e. Highly Skilled, Skilled, Semi-Skilled at various IITs, CFTIs Other Government Institute Others (attach separate sheet).	Deployment Certificate to be attached with contract/work order specifying the number of High Skilled, Skilled and Semi Skilled in other Government Organizations. The Deployment Certificate should be issued by the Competent Authority of the Government Organization.	Highly Skilled- 75 nos. Skilled- 100 nos. Semi-Skilled- 50 nos. Score- 10 marks Less than above numbers- 05 marks
3	Labour License	Copy of a valid License issued by the State/Central Labour Department under Contract Labour Act duly attested by a gazetted officer/ notarized.	05 marks
4	Experience of similar works in any 5 years between 01 April 2019 to 31 March 2024. (Furnish details in Form -5) 03 similar completed services costing not less than the amount equal to Rs. 3.20 Crore each. OR 02 similar completed services costing not less than amount equal to Rs.4.00 Crore each. OR 01 similar completed services costing not less than amount equal to Rs. 6.40 Crore.	Service order copy along with the work completion certificate or CRAC or experience certificate	15 marks If less than specified value- 0 marks

	Note: Similar work means Hiring of Manpower Outsourcing Services (Fixed Remuneration) as per Section – 3, Point no. 1 of the tender only.		
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 with a manpower of at least 50 persons Note: Similar work means Hiring of Manpower Outsourcing Services (Fixed Remuneration) as per Section – 3, Point no. 1 of the tender only.	The name of the Organization(s) along with a certificate certifying that the applicant firm has executed the contract satisfactorily, where at least 50 or more than 50 persons were deployed.	IITs- 15 marks CFTIS- 10 marks Other Government Institute- 05 marks For others- 0 marks
6	Annual Turnover: Above 12 Crore Between 6 Crore to 12 Crore Below 6 Crore	Audited balance sheet duly signed by the CA (Highlight the Annual Turnover figures)	Above 12 Crore- 10 marks Between 6 Crore to 12 Crore-05 marks Below 6 Crore- 0 marks
7	Performance certificate	The Performance Certificate (Form-IX) from the current employer to be attached which has to be issued in the current financial year (2024-2025) i.e. after April 01, 2024.	Marks will be given on Overall Performance as: Excellent - 10 marks Very Good – 5 marks Good – 3 marks Fair – 0 marks If not as per required format - 0 marks
8	Profit/Loss A/c for 2021-22, 2022-23 to 2023-24 If loss	Audited balance sheet duly signed by the CA	05 marks
Total Technical Marks (X) =			70 marks

Note: -

- The minimum score for qualifying in the technical evaluation is **50** out of **70**, considered as **X**. Tender of Bidders who are unable to achieve the minimum score in the technical evaluation, as mentioned above, will be disqualified.
- Bidders who achieve the minimum score i.e. 50 marks or above in the technical evaluation will only be called for presentation.
- Bidders who do not respond or come for the presentation will be disqualified.
- The presentation will be awarded marks on a scale of **30**, considered as **Y**.

Note: The presentation is mandatory for technical evaluation.

The bidder should present on the points mentioned in the scope of work highlighting the below mentioned points:

- Sourcing and Pre-evaluation of the CV/Resume for requisite positions

- b) Health and Term Insurance for Self and Family Members beyond Rs. 21,000/-
- c) To and fro transport facility to the deployed staff
- d) Aadhar Enabled bio-metric attendance system
- e) Leave record management and salary
- f) Annual performance evaluation mechanism

5. The Technical Bid Score will be a total of marks obtained in technical evaluation and presentation, as mentioned below:

$$\text{Technical Bid Score (TBS)} = X + Y$$

The threshold score for qualifying in the Technical Bid Score is minimum 75 out of 100.

Subsequently, financial bids of only those bidders will be opened who have scored the minimum or above in the Technical Bid Score (TBS).

Evaluation Criteria of Technical Bid:

- a. Least Cost System (LCS)
- b. The score of the Service Providers will be given by buyer or a committee constituted by Buyer organization. The Buyer will provide marks and submit in the GeM system.
- c. The Bidder has to submit the clarifications / additional particulars through GeM portal within the time limit mentioned in the tender document. **The Bidder's offer will be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.**

Note: The technical bid shall be opened on the scheduled opening date and the price of only the bidder who is found technically qualified on evaluation of the technical bids, shall be opened on later date with intimation to the bidders.

Evaluation of Price Bids:

Commercial bids submitted by only those bidders, who have qualified both for pre-qualification and technical evaluation, shall be eligible for further evaluation.

Financial Ranking- As per GeM Terms & Conditions.

प्रपत्र - 1 / FORM - I**बोलीदाता सूचना प्रपत्र****Bidder Information Form**

(To be submitted on Service Provider/ Company Letterhead)

1.	Name of the agency	
2.	Registration Number/ Incorporation certificate (Attach copy)	
3.	Registered Address with Pin code	
4.	Name of Director/ Partner(s)	
5.	Year of Establishment	
6.	Legal Status of the Organization (tick on appropriate option)	1. Limited Company 2. Undertaking 3. Joint Venture 4. Partnership 5. Others (In case of others, please specify)
7.	Category of the Organization	1. Micro Unit as per MSME 2. Small Unit as per MSME 3. Medium Unit as per MSME 4. Ancillary Unit 5. SSI 6. Others (In case of others, please specify)
8.	Contact Name, Email Id & Mobile No.	
9.	Bank Details	Name of Beneficiary : A/c. No. CC/CD/SB/OD: Name of Bank : IFSC NO. (Bank) : Branch Address and Branch Code:
10.	PAN No. of the Organization (copy should be enclosed)	
11.	GST No. of the Organization (copy should be enclosed)	
12.	EPF Registration No. of the Organization (copy should be enclosed)	
13.	ESI Registration No. of the Organization (copy should be enclosed)	
14.	Professional Tax Registration No. of the Organization (copy should be enclosed)	
15.	LWF Registration No. of the Organization (copy should be enclosed)	
16.	Labour Registration No. of the Organization as per CL&RA Act 1970 (registration copy should be enclosed)	

Date:

Authorized Signatory

Place:

Name:
Designation:
Contact No.:

Company Seal

प्रपत्र - 2 / FORM - II

निविदा शर्तों की स्वीकृति हेतु/ Acceptance of Tender Terms

(To be submitted on Service Provider/ Company Letterhead)

Date: DD/MM/YYYY

To,
The Registrar
Indian Institute of Technology Indore
Khandwa Road, Simrol
Madhya Pradesh - 453552

Sub: Acceptance of Tender No. "IITI(SC)/AD/062/NS/2024-2025"

1. I/ We have downloaded/ obtained this tender document(s) for the above mentioned 'Tender/service' from the website(s) namely: _____.
2. I/ We hereby certify that I/ we have read the entire terms and conditions, scope of work of this tender from Page No. **02** to **37** (including all documents like form(s), section(s), etc.), which form part of the contract agreement.
3. I/ We hereby unconditionally accept the tender conditions of the above-mentioned tender and its corrigendum(s) (if any) in its totality / entirety. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
4. I / We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking/ Organization.
5. I / We do hereby declare that the prices quoted in our bid are inclusive of taxes, if not mentioned specifically.
6. I/ We agree to keep this offer open until **180 days** from the date of opening of the tender and shall be bound to provide the said services till the specified period.
7. I/ We agree that, in case, if we fail to provide the services as per the terms and conditions of this tender and agreement, then the IIT Indore has full power to forfeit the Bid Security/ EMD or take any necessary action as deemed fit.
8. I/ We declare that no legal/ financial irregularities are pending against the proprietor/ partner of this firm.
9. I/ We do hereby confirm that the prices/ rates quoted are fixed and are not higher than that approved by any other Govt. of State/ Central/ Institute/ Department/ PSUs during the current Financial Year. I/ We also offer to provide the services at prices and rates not exceeding those mentioned in the price bid.
10. I/ We do hereby confirm that I/ We are aware of the provisions of "Make in India"/ Startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders. I/We undertake to follow the same as per directions of the IIT Indore in respect of this E-Bid Enquiry.
11. I/ We undertake that we shall be liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by the IIT Indore.

(Signature of the Bidder, with Official Seal)

प्रपत्र - 3 / Form - III

स्वच्छ छवि/कोई कानूनी कार्रवाई नहीं होने के संबंध में घोषणा पत्र
DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION
(To be submitted on Service Provider/ Company Letterhead)

I hereby certify that my firm has neither been blacklisted/ debarred by any Institution of the Central or State Government, Govt. Departments/PSUs/Autonomous Bodies or concerned Bar Council in the last five years from the date of publishing of this tender and no bankruptcy/liquidation proceedings have been initiated against my firm by any entity/government or quasi-government agency of PSU.

I also certify that the above information is true and correct in every respect and in case, later it is found that any details provided above are incorrect, any contract given to us may be summarily terminated and the service provider blacklisted.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

Company Seal

Or

I/we declare the following:-

No.	Country in which the company is debarred / blacklisted / case is pending	Blacklisted / debarred by Government / 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.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

Company Seal

(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)

प्रपत्र – 4 / FORM - IV

वार्षिक कारोबार की घोषणा और इनकम टैक्स रिटर्न
DECLARATION OF ANNUAL TURNOVER, PROFIT & LOSS AND
INCOME TAX RETURN

(To be submitted on Service Provider/ Company Letterhead)

To,
The Registrar
Indian Institute of Technology Indore
Khandwa Road, Simrol
Madhya Pradesh - 453552

Date: DD/MM/YYYY

Sub: NIT No. "IITI(SC)/AD/062/NS/2024-2025"

Dear Sir,

I/we hereby declare that the details of our firm's for Annual Turnover and Profit & Loss is as mentioned below, and the documentary evidence of the Audited Accounts is placed as enclosure:

Financial Year	Turnover	Profit & loss	Remarks
2021-2022			
2022-2023			
2023-2024			

I/we hereby also declare that our firm had filed Income Tax Returns for the last three financial years and the filed copies of IT Return are enclosed.

My PAN No., GST Regn. No. are as follows:

PAN –

GST –

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

Company Seal

Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial year as specified in bid document and further details, if required, may be asked after opening of technical bids. There is no need to upload an entire voluminous balance sheet.

प्रपत्र - 5 / FORM - V

पिछले और वर्तमान अनुभव का विवरण

DETAILS OF PREVIOUS & CURRENT EXPERIENCE

(To be submitted on Service Provider/ Company Letterhead)

To,
The Registrar
Indian Institute of Technology Indore
Khandwa Road, Simrol
Madhya Pradesh - 453552

Date: DD/MM/YYYY

Sub: NIT No. "IITI(SC)/AD/062/NS/2024-2025"

Dear Sir,

Details of previous and current experiences with the clients are furnished below:

Name of the Client and full address	Order No. and Date	Description of the services offered	Telephone and Email id of the client	No. of Manpower Deployed	Tenure of contract	Value of contract

Date:

Authorized Signatory

Place:

Name:
Designation:
Contact No.:

Company Seal

प्रपत्र – 6 / FORM - VI

सहमति – पत्र / Letter of Consent

(To be submitted on Service Provider/ Company Letterhead)

Tender Ref. No. "IITI(SC)/AD/062/NS/2024-2025"

Date: DD/MM/YYYY

To,
The Registrar
Indian Institute of Technology Indore
Khandwa Road, Simrol
Madhya Pradesh - 453552

Name of Work: "Hiring of Manpower Outsourcing Services (Fixed Remuneration)"

Dear Sir,

1. I/We understand the nature and quantum of service/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.
2. In case the tender is withdrawn within the validity period or the contract if awarded, I/We understand that our bid security declaration will be forfeited, and I/We understand that I/We will be barred for future tendering.
3. 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.
4. 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.
5. I/We also hereby agree **for To-&-fro transport facility for outsourced employees to commute to the office daily as a service incentive without seeking any additional charges from such employees for the said facility.**
6. I/We also hereby agree **for Health Insurance facility for self and family dependents & Group Term Insurance of employees is to be done as a service incentive by the agency without seeking any additional charges from such employees for the said facility.**
7. 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.

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

Company Seal

Note: The formats have been made available in the word format in the document titled '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.

प्रपत्र - 7 / FORM - VII

प्रस्तुत सूचना/दस्तावेजों की प्रामाणिकता का वचन पत्र / Form of Undertaking of authenticity of Information/documents submitted
(to be submitted by the successful company/agency before deployment of manpower)

Tender Ref. No. "IITI(SC)/AD/062/NS/2024-2025"

Date: DD/MM/YYYY

To,
The Registrar
Indian Institute of Technology Indore
Khandwa Road, Simrol
Madhya Pradesh - 453552

Name of Work: "Hiring of Manpower Outsourcing Services (Fixed Remuneration)"

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, IITI has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

SIGNATURE OF THE BIDDER OR HIS
AUTHORIZED SIGNATORY

ADDRESS WITH SEAL OF THE AGENCY /FIRM

प्रपत्र – 8 / FORM - VIII

बोली-पूर्व प्रश्न प्रपत्र

PRE-BID QUERY FORM

(To be submitted on Service Provider/ Company Letterhead)

Name of the Bidder: _____

Address: _____

Email ID: _____

Contact No.: _____

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

प्रपत्र - 9 / FORM - IX

सरकारी / अर्ध-सरकारी / स्वायत्त संगठन में प्रदान की गई

मानव संसाधन सेवाएँ के लिए कार्य प्रदर्शन रिपोर्ट

Performance Report for Manpower Outsourcing Services provided in Government/ Semi-Government/ Autonomous Organizations*(To be issued by the organization where facility is being provided on Letter Head)*

1. Name of the Service:
2. Nature of Service:
3. Name of the Organisation:
4. Name of the Company/Service Provider & Address:
5. Name and address of the organization where services are provided:
6. Name, Email-id and Contact No. of the person in the organization for verification:
7. Date of award of contract:
8. Date of expiry of license/completion of contract:
9. Value of work in Contract:
10. Performance Report: Please tick/circle the correct option.

Sr. No.	Description	Performance
(a)	Quality of service	Excellent/Very Good/Good/Fair
(b)	Resourcefulness	Excellent/Very Good/Good/Fair
(c)	Behaviour and Attitude	Excellent/Very Good/Good/Fair
(d)	Redressal of complaints and Promptness	Excellent/Very Good/Good/Fair

Overall performance: _____ *(Mandatory to fill)*

Remarks, if any :

Seal of the Organization

Signature of the Organization's Official Designation:

Contact No. _____

Email Id: _____

Date:

Note: Above report should be on organisation letter head only.

प्रपत्र - 10 / FORM - X

परफॉर्मेंस सिक्योरिटी प्रारूप / PERFORMANCE SECURITY FORMAT

(To be submitted on Service Provider/ Company Letterhead)

To,

.....

WHEREAS (name and address of the service provider) (hereinafter called "the service provider") has undertaken, in pursuance of contract no. Datedto supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the service provider 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 service provider such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, 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 service provider 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 service provider(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 made by us under this bond shall be a valid discharge of our liability for payment thereunder and the service provider(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 service provider 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 service provider 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
Address of the Branch:
Phone No.:
E-mail ID:

प्रपत्र - 11 / FORM - XI

गैर-प्रकटीकरण समझौता (एनडीए)/तृतीय पक्ष गैर-प्रकटीकरण समझौता

Non-Disclosure Agreement (NDA)/ Third Party Non-Disclosure Agreement

(To be submitted on Service Provider/ Company Letterhead)

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with IIT Indore on contract is confidential and that the nature of the business of the IIT Indore is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the IIT Indore. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting of but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return all documents and property of IIT Indore to IIT Indore, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to IIT Indore's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes, or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the IIT Indore and are reasonable given the nature of the business carried on by the IIT Indore. I agree that this agreement shall be governed by and construed in accordance with the laws of the country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of, 20 ____.

Date:

Authorized Signatory

Place:

Name:
Designation:
Contact No.:

Company Seal

प्रपत्र – 12 / FORM – XII

समग्रता समझौता

INTEGRITY AGREEMENT

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

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

BETWEEN

IIT Indore, represented through Registrar, 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/Agency" 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 Agency(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:
 - (a) 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.
 - (b) 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.
 - (c) 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.

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

1. It is required that each Bidder/Agency (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)/ Agency(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)/Agency(s) will not, directly or through any other person or service provider, 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)/Agency(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies 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) / Agency(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Agency(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) / Agency(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s) / Agency(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 participates 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)/Agency(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Agency(s) will not, directly or through any other person or service provider indulge in fraudulent practices means a wilful 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)/Agency(s) will not, directly or through any other person or service provider 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)/Agency(s) and the Bidder/ Agency accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Agency(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 Agency shall have powers to disqualify the Bidder(s)/Agency(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Agency 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/Agency.

3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct a Bidder or Agency, or of an employee or a representative or an associate of a Bidder or Agency 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 conforming 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 an 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/Agency as deemed fit by the Principal/ Owner.
3. If the Bidder/Agency 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/Agencys/SubAgencys

1. The Bidder(s)/Agency(s) undertake(s) to demand from all subAgencys a commitment in conformity with this Integrity Pact. The Bidder/Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-Agencys/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Agencys.
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

1. This Pact begins when both the parties have legally signed it. It expires for the Agency/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.
2. 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 Headquarters 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 Agency 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 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/Contract documents with regard to 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:

.....
IIT INDORE
Date & Place:

.....
BIDDER Signature with Seal
Date & Place:

WITNESSES:

1. **(Indentor)**
(Signature, name and address)
2.
(Signature, name and address)

WITNESSES:

1.
(Signature, name and address)
2.
(Signature, name and address)

प्रपत्र -13 / FORM-XIII**Format for Price Breakup/Financial Document****for****Hiring of Manpower Outsourcing Services (Fixed Remuneration)****Name of the Bidder/ Bidding Firm / Company:** _____

Sr. No.	Category of Staff	Type of Staff	No. of Staff to be deployed (approx.)
(a)	Highly Skilled and above	Administrative and Technical Staff, (Supervisory Level), Programmer, Engineer etc.	50
(b)	Skilled	Administrative and Technical Staff (Junior Level)	75
(c)	Semi-Skilled	Attendant, Driver, Conductor, Caretaker, Helper, etc.	25
Total no. of Staff =			150 Nos.

Service Charge

Service Charge in percentage on total billing =	_____ %
--	---------

Note:

- All Terms & Conditions will be as per NIT Document uploaded on GeM.
- Format for Price Breakup (FORM-XIII) must be uploaded at the time of Price bid submission.
- Agency will be required to quote service charge in percentage as above in GeM bid and upload the the same in the above format in the price breakup field.**

Date:

(Signature of the Tenderer)
Company Seal