

# INDIAN INSTITUTE OF TECHNOLOGY DELHI

HAUZ KHAS, NEW DELHI-110016

IITD/KHOS(SP-4494)/2024

Dated: 11-01-2024

## **Subject: Outsourcing of Medical Officers and Paramedics on contract basis in Indian Institute of Technology Delhi**

Indian Institute of Technology Delhi is in the process of appointing registered/ established manpower service providers having requisite experience of providing Medical Officers and other medical support staff i.e. paramedics for day & night duty to various Government and Private Hospitals purely on contract basis (Number may vary depending upon the requirement) on outsourcing basis for its Hospital as per terms and conditions detailed in the following paragraphs for an initial period of **THREE YEARS extendable up to TWO MORE YEARS (i.e. total upto Five Years)** to be reviewed every year depending upon the performance of the service provider as per terms & conditions specified in the tender document, which is available in the CPPP portal. The tenure can be extended further on mutual consent.

Name of Organization	Indian Institute of Technology Delhi
Tender Type (Open/Limited/EOI/Auction/Single/Global)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Supply/QCBS
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Outsourcing Staff
Source of Fund (Institute/Project)	Budget Code: Institute E-II Manpower Budget Code from OH-31.
Currency	<b>Indian Rupee (INR)</b>
Date of Issue/Publishing	11/01/2024 (12:00 Hrs)
Document Download/Sale Start Date	11/01/2024 (12:00 Hrs)
Document Download/Sale End Date	31/01/2024 (10:00 Hrs)
Last Date and Time for Uploading of Bids	31/01/2024 (10:00 Hrs)
Date and Time of Opening of Technical Bids	01/02/2024 (10:00 Hrs)
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	90 days (From last date of opening of tender)
Address for Communication	<b>Dr. Kalyan Kumar Bhattacharjee</b> , Joint Registrar IIT Delhi Hauz khas-110016
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## 1. **MINIMUM ELIGIBILITY CRITERIA :**

- a) The firm/agency should be registered with GST.
- b) The firm/agency should have valid PAN No. against their name.
- c) The Agency must have a valid labour license(s), under contract Labour (Regulation & Abolition) Act, 1970, issued by appropriate licensing officer(s) for companies/organizations/Institutions for which the Bidding agency is currently providing contractual staff.
- d) The firm/agency must be registered for deployment of manpower services under Companies Act, 1956.
- e) The firm/agency must have EPF and ESI No. in their name. They should provide the EPF and ESI records of employees for last three years.
- f) The firm should have an office in Delhi/NCR.
- g) The Agency should be in the business of providing Health Care manpower outsourced staff service (at least 100 persons at a place of Government Institute/ PSUs/ Corporate Organization) and in total 500 persons for at least last three consecutive years (2020-21, 2021-22, 2022-23) in its own name. These figures will be reckoned as on 31 March of the respective Financial Years. EPF Challans, along with the list of employees in r/o whom the challans were submitted to EPFO for the ending month of the Financial Years 2020-21, 2021-22, 2022-23 to be attached.
- h) The Outsourcing Agency should sign and stamp each page of this tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the bid (digitally).
- i) The Annual turnover of the firm during last three consecutive financial years (2020-21, 2021-22, 2022-23) should not be less than Rupees Ten (10) crores each financial year.
- j) The agency should not be blacklisted by Health or Education Ministry of the Government of India or any PSU/ Central or State autonomous organization.
- k) A service provider having any criminal case pending against the company/ proprietor or any of its Directors (in the case of company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force, shall not be eligible.
- l) It would be an advantage if the participating company has access to a large healthcare organization for logistical & tertiary care support
- m) Participating company has access to medical colleges/ nursing/ pharmacy & Physiotherapy colleges
- n) The organization should have demonstrated existing business that span multiple cities across the country (PAN India).
- o) While submitting the tenders, the interested bidders shall have to furnish all the proofs/ affidavits/ undertaking as per requirement.
- p) The duty hours/times for these Medical Officers will be assigned by Head, Hospital Services. No payment will be made to such staff if absent on duty days.
- q) An earnest money of Rs. 5,000/- (Rupees Five Thousand only) be paid on-line.

The agency failing to satisfy any of the above criteria will NOT be evaluated further i.e. for Stage-I and Stage-II.

## 2. **SCOPE OF WORK REQUIRED FOR MEDICAL OFFICERS AND PARAMEDICS OUTSOURCING.**

The Scope of Work includes providing of Medical Officers and other Medical support staff on contract basis for day & night duty to IIT Delhi, Hauz Khas, New Delhi – 110016

- a) Providing Medical officers and other Medical support staff for working in IITD Hospital
- b) Duties will be as per requirement of IIT Delhi (both day and night shifts).
- c) The doctors will have to work for medical examination boards etc.. also
- d) The doctors have to follow instruction of administration and work as per requirement.

Minimum standards/ benchmarks for the services sought are as under, (however tentative number of positions to be filled in by the Institute will be decided at later stage :-

**Table-I.**

Srl	Name of Staff	Fixed Salary to be offered (in Rs.)	Tentative Number of positions	Essential Qualification
1	Doctor (MBBS)	97,100 /-	6-10	<p><b>Essential Qualification:</b> MBBS with valid DMC registration.</p> <p><b>Experience:</b> 2 Years experience [after internship]with atleast one year in a reputed government hospital in medicine/emergency medicine/surgery</p>
2	Homeopathic Doctor	97,100 /-	0-1	<p><b>Essential Qualification:</b> (i) Degree in Homeopathy of a recognized University or statutory State Board or Council or equivalent recognized under the Homeopathy Central Council Act, 1973 (59 of 1973).</p> <p>(ii) Enrolment on the Central Register of Homeopathy or State Register of Homeopathy.</p> <p><b>Experience:</b> One (01) year relevant experience.</p>
3	Ayurvedic Doctor	97,100 /-	0-1	<p><b>Essential Qualification:</b></p> <p>(i) Degree in Ayurveda of a recognized University or Statutory State Board/Council of equivalent stature recognized under the Indian Medicine Central Council ACT, 1970 (48 of 1970). (ii) Enrolment on State Register or Central Register of Ayurveda.</p> <p><b>Experience:</b> One (01) year relevant experience.</p>
4	Staff Nurse	50,600/-	2-6	<p><b>Essential Qualification:</b> A) B.Sc (Hons) Nursing/ B.Sc Nursing from an Indian Nursing Council/State Nursing Council from recognized Institute or University or B.Sc (post-certificate)/ Post Basic B.Sc Nursing from an Indian Nursing Council/State Nursing Council recognized Institute /University</p>

				B) Registered as Nurses & Midwife with State/ Indian Nursing Council. <b>Experience:</b> One (01) year relevant experience.
5	Counselor	97,100 /-	1-5	MA/ MSc (Psychology) from a recognized college or University + Regular One year Post Graduate Diploma in Guidance & Counseling OR MA/MSc/MCom with Bed/Med qualification + Regular One year Post Graduate Diploma in Guidance & Counseling  <b>Experience:</b> One (01) year relevant experience.
6	Nutritionist	50,600/-	1-2	Bachelor in Nutrition and Dietetics OR Dietetics and Community Nutrition Management  <b>Experience:</b> One (01) year relevant experience.
7	Lab Technician	50,600/-	1-5	Diploma from recognized institute <b>Experience:</b> One (01) year relevant experience.
8	X-Ray Technician	50,600/-	2-3	Diploma from recognized institute <b>Experience:</b> One (01) year relevant experience. Radiographer/ X ray Technologist 's course ( including in-field training in diagnostic)passed from a recognized institution / Board University eligible to register with AERB as X ray Technician
9	Specialist Consultant (MD)	1,36,400/-	2-5	MD (in the specific area of specialization after the MBBS degree) with valid DMC registration.  <b>Experience:</b> Two (02) year relevant experience.
10	ECG Technician	37,600/-	1-3	Diploma from recognized institute <b>Experience:</b> One (01) year relevant experience.
11	Physiotherapist	50,600/-	1-2	<b>Essential Qualification:</b> Degree in Physiotherapy from any recognized University/ State Physiotherapy Council registration / Institution. <b>Experience:</b> One (01) year relevant experience.

12	Homoeopathic Pharmacist	37,600/-	1-2	<p><b>Essential Qualification:</b> Diploma in Homoeopathic Pharmacy from recognized state board</p> <p><b>Experience:</b> Two (2) years Experience in Homoeopathic pharmacy in recognized institution and registered under pharmacy Act 1948.</p>
13	Ayurvedic Pharmacist	37,600/-	1-2	<p><b>Essential Qualification:</b> Diploma in Ayurvedic Pharmacy from recognized state board</p> <p><b>Experience:</b> Two (2) years Experience in Ayurvedic pharmacy in recognized institution and registered under pharmacy Act 1948.</p>
14	Allopathic Pharmacist	37,600/-	8-12	<p><b>Essential Qualification:</b> D. Pharma from recognized board</p> <p><b>Experience:</b> D. Pharma with 2 years experience, at a reputed organization.</p>
15	Dental Assistant	37,600/-	1-2	<p><b>Essential Qualification:</b> Diploma in Dental Operating Room Assistant (DORA) from recognized Institution</p> <p><b>Experience:</b> 2 years work experience</p>
16	Optometrist	37,600/-	0-1	<p><b>Essential Qualification:</b> Diploma in Optometrist from recognized institution after 10+2</p> <p><b>Experience:</b> 2 years' experience in relevant areas</p>
17	Pharmacy Assistant	34,500/-	1-4	<p><b>Essential Qualification: 10+2</b></p> <p><b>Experience : Two years of experience in dispensing medicines</b></p>
18	Nursing orderly	34,500/-	2-8	<p><b>Essential Qualification: 10+2 with Basic life support certification and first aid course/ Diploma/Graduation in emergency medicine</b></p> <p><b>Experience: Two years of patient care experience in a reputed hospital.</b></p>
19	Medical Administrative Officer	97,100/-	1-2	<p><b>Essential Qualification:</b> MBA in Hospital Management / Hospital Operations Management from a recognized institution after graduation.</p> <p><b>Experience:</b> Two years relevant work experience at a reputed Hospital/ Health Unit.</p>

20	Hospital Junior office Assistant	37,600/-	6-10	<b>Essential Qualification:</b> Graduation from from recognized institute  <b>Experience:</b> Should have skilled in computer knowledge, Proficiency in English, Two years of experience in a working in reputed hospital.
21	Hospital Multitasking staffs	34,500/-	6-10	<b>Essential Qualification: 10+2</b>  <b>Experience:</b> Two years of experience in a working in reputed hospital.
22	Hospital paramedical staff	34,500/-	2-6	<b>Essential Qualification: 10+2</b>  <b>Experience:</b> Two years of experience in a working in reputed hospital.

Note: The above list is not exhaustive. The Institute may also require outsourced staff in areas, designations and/or job profile, other than mentioned at **Table-I** above from time to time. Such requirements, duly approved by the competent authority of the Institute, being inherent in purpose of this notice, shall in no way be construed as an expansion of the scope of the contract. The outsourcing agency has to supply such Staff at a mutually convenient rate. The monthly salary package as mentioned at **Table-I** may vary as per the decision of the institute.

The above-mentioned number of persons required are purely tentative. The number may increase or decrease or the Institute may not appoint any persons in some categories in totality. Institute reserves the right to change the individual salary component of any of the above categories with the approval of the Competent Authority of the Institute.

Present annual outlay of funds against outsourcing of Medical and paramedical manpower is around Rs. 84,00,000/- (Rs. Eighty four lakhs).

### 3. **METHOD OF SELECTION**

Those who meet the basic eligibility criteria will be evaluated in two further stages i.e. Stage -I (Technical) and Stage-II (Financial) under QCBS (Technical 70% and Financial 30%) method.

#### **STAGE – 1 : Technical 70%**

Parameter	Maximum Marks
Pan India presence and past experience of 5 years in health care related manpower service.	10
Association with leading healthcare provided for tertiary healthcare and its feedback on the quality support	
Technical Presentation before IIT Delhi committee on the quality of manpower recruitment process and strength of empaneled reputed organizations to offer quality manpower	35
If Turnover >= 40 crore then Point 20 If Turnover >= 20 crore and less than 40 crore then 15 If Turnover >= 10 crore and less than 20 crore then 10	20
Physical visit of the sites where Medical officers and Medical support staffs are deployed to get the feed back of the Employers.	5

**STAGE – II : Financial bid 30% : only service charge to be entered in the system.**

#### **4. RIGHTS TO REJECT/ ACCEPT ANY OR ALL THE TENDER(S)**

IIT Delhi reserves the rights to reject/accept any or all the tender(s) or cancel the process at any stage, as per extant Rules and Regulations applicable.

#### **5. TERMS AND CONDITIONS OF CONTRACT FOR OUTSOURCING OF MEDICAL OFFICERS AND PARAMEDICS**

The following Terms and Conditions are indicative and may vary in the final contract to be executed with the successful agency.

- a) Initially the contract will be awarded for a period of Three years, which is extendable for another two years i.e. a maximum period of 5 years, on satisfactory performance by the Agency, its compliance with the Terms and Conditions of the agreement. Such extension(s) shall be at the sole discretion of IIT Delhi and will also depend upon the requirement of the Institute.
- b) The Outsourced staff required by the Institute is to be sourced, engaged, and made available by the Selected Agency within three weeks of issue of the work order or as specified in the work order after completing their assessment by the agency and other requirements like verification of character and antecedents, medical fitness etc. as required by Law and or this agreement.
- c) The Selected Agency:
  - (i) Shall enter all details of Outsourced staff against each post in the Web based application ERP software of IIT Delhi.
  - (ii) Shall maintain a proper database of all employee department-wise along with the updation of all the details such as emoluments, EPF, ESI, absentee report etc.
  - (iii) Mandatorily depute a responsible person(s), of sufficient seniority, on their rolls who shall be responsible for all matters relating to their outsourced employees at IIT Delhi from their side- including coordinating with Institute Authorities. Name, Designation, contact number, ID Cards of such persons shall be formally communicated to the Institute. The person(s) should be available on campus during duty hours. This coordinating activity is an integral part of the services to be extended by the Agency therefore, NO payment, whatsoever, will be made by the Institute to the agency, or that person, for providing such person(s).
  - (iv) Shall submit valid Labour license(s) and Registration Certificate(s), as required for the purpose of this tender as well as by various applicable Labour Laws, with the Registrar of the Institute on a Suo motto basis. No cost, whatsoever, in this regard shall be borne by the Institute.
  - (v) The selected agency shall comply with all the provisions of Indian Labour Laws and Government rules and regulations in respect of the Outsourced staff employed. The selected agency shall also ensure compliance with the labour legislations applicable to Delhi and Sonipat like a) Minimum Wages Act, b) Employees Provident Fund Act, c) Employees State Insurance Act, d) Workmen's Compensation Act) ESI Act etc.

#### **6. SALARY**

The salary package as mentioned in Table-I above is for normal duty hours from 8:45AM to 5:30 PM for 6 Days a Week. However, the days of duty as well as hours could be different with a condition of 8 hours

per day of duty, 6 Duty days per week and 40 duty hours per week. The duty hours for these staff will be assigned by their respective Controlling/Branch Officers in IITD, who may allocate separate shifts of duty as per requirement within the provisions of the Labour Laws governing the number of working days and hours etc. as applicable from time to time. No payment will be made to the staff for a duty day on which he/she is absent from the duty.

- a. The salary period shall be from 1<sup>st</sup> of a calendar month to last (30/31/28/29) day of that month.
- b. It is the responsibility of Agency to ensure timely payment to outsourced staff before the expiry of the 7<sup>th</sup> day of the month immediately following the month for which the salary is being paid.
- c. For the purpose of monthly salary, the rates specified in Table-I is the maximum reimbursement to be made by IITD to the Agency in respect of outsourced employee of the agency deployed at IITD who has full attendance for that month. Any additional payment (except employers share of ESI and EPF) to be made under any other Law, Government rules or regulations applicable to any class of employees or employee deputed on outsourcing basis by the agency at IITD will be borne by the Agency as the Employer of these employees. Such payments include Maternity benefits, Compensations etc. under various Labour Laws. However, these are only illustrations and not an exhaustive listing. No claim for reimbursement/payment etc. in that regard shall be made to IIT Delhi. For the purpose of ESI and EPF, para 10 of these Terms and Conditions shall be applicable.
- d. The rates specified in Table-I do not include any tax or Employer's PF, ESI contribution etc. However, these rates include the employee's EPF, ESI contribution. Clarification: No deductions for employer's share will be done by selected Agency from this salary structure while making payment to its employees. The agency should provide FORM 16 to the outsourced employees
- e. IIT Delhi will not bear or reimburse any amount towards employee Bonus. All statutory requirements in this regard must be borne by the agency being the employer. These issues must be settled between the agency and the Outsourced staff supplied by them from time to time as per the government rules and regulations. Any dispute between the Agency and their Employee will have to be settled between them.
- f. The payment of salary by the agency to its employees shall be made by online mode.
- g. Monthly pay slips will be issued by the agency to its employees indicating clearly the deductions made on account of Employees share of ESI/EPF & leave/absence.
- h. The salary payment will be released by the agency to its employees before the submission of claim to IIT Delhi.
- i. All arrears, if any, will be required to be paid by the agency within a period of 15 days of communication of such orders by the Institute.

## 7. SALARY CALCULATIONS FOR OUTSOURCED EMPLOYEES

Net Salary per month will be calculated as under:

If the Gross salary for an outsourced Designation in the Schedule indicated above is Rs. S, and if the employee absents himself on A days during the month, his salary for that month shall be:

Salary per day =  $S/26$  (or  $27$ ). Therefore, Net Salary per month =  $S - (S/26 \text{ or } 27) \times A$

Clarifications

- i. Here 26 or 27 will depend upon Total Days in a month and the Sundays in that month. For a month with 31 Days if there are 5 Sundays it will be 26 and if there are 4 Sundays it will be 27)
- ii. Absent Day: A Day on which the outsourced employee does not perform duty except (1) Sunday (or a day on which he is given a compensatory off in lieu of having worked on a Sunday after due approval by the controlling officer under his/her signatures and stamp) or (2)



a National Holidays.

- iii. Compensatory off will have to be availed in the month for which the salary is being calculated. It cannot be availed either in any month prior or after the month for which the salary is being calculated.

**Illustration 1.** There are three employees in a designation with monthly salary at Rs31000. If there are total 31 days with 5 Sundays and they absents themselves on 0, 1, 25 and 26 days, their Net salary calculations will be as follows:

Salary per day= $31000/26$ =Rs. 1192.308/-

(1) $31000-31000/26 \times 0=31,000/-$  (2) $31000-31000 \times (1/26)=29807.69/-$  (3) $31000-31000 \times (25/26)=Rs 1192.308/-$  (4) $31000-31000 \times (26/26)=0.00/-$

**Illustration 2.** There are three employee in a designation with monthly salary at Rs 31000. If there are total 31 days with 4 Sundays and they absents themselves on 0, 1, 25, 26 and 27 days, their Net salary calculations will be as follows:

Salary Per Day= $31000/27$ =Rs1148.148/-

1.  $31000-31000/27 \times 0=31,000/-$
2.  $31000-31000 \times (1/27)=29851.85/-$
3.  $31000-31000 \times (25/27)=Rs 2296.296/-$
4.  $31000-31000 \times (26/27)=Rs 1148.148/-$
5.  $31000-31000 \times (27/27)=0.00/-$

**Illustration 3** If in Illustration 2 above there is 1 National Holiday and a person absents himself on 0,1, 25, 26, 27 Days his Net salary for that month will be:

1.  $31000-31000/27 \times 0=31,000/-$
2.  $31000-31000 \times (1/27)=29851.85/-$
3.  $31000-31000 \times (25/27)=Rs 2296.296/-$
4.  $31000-31000 \times (26/27)=Rs 1148.148/-$
5. He cannot absent himself on 27 days as there are 4 Sundays and 1 Paid National Holiday therefore there can be a maximum of 26 absents.

## 8. ANNUAL INCREMENT TO THE Medical and Paramedical OUTSOURCED STAFF MEMBER

An annual increase @5% of the monthly salary may be considered by the Institute depending on the performance of the outsourced employee (if recommended by the immediate Reporting Officer) and prevailing rules and regulations.

## 9. QUALITY OF Medical and Paramedical OUTSOURCED STAFF

- a) The benchmarks such as educational qualifications, professional qualifications, and experience have been mentioned in previous paragraphs (Table-II) in respect of the outsourced staff to be deputed by the selected agency. For the outsourced staff, other than the type explicitly mentioned here, such details will be provided by the Institute to the agency as and when required.

- b) The agency will present at least 3 to 4 candidates, against each requisition of 01 outsourced employee, to IIT Delhi for assessment of their suitability, after the agency has assessed them and found them suitable as per the qualifications and skills required under the agreement. It shall, however, be open to IIT Delhi to accept or reject any or all of the candidates so presented by the agency depending upon their further assessment, in a manner deemed fit by the Institute, if so deemed necessary by the Institute, without assigning any reason to the agency for the decision of the Institute. In case of Technical Staff being required in specific academic departments, the Institute reserves the right to specify (if not already specified) the area in which the laid down educational qualification and/or Experience is required, while placing the requisition with the agency.
- c) The person/staff presented to the Institute by the agency should be of a good character and antecedents duly certified by a responsible person\* and should not have any Police records/criminal cases against them. Such certification should be handed over to the Institute by the staff at the time of their being presented to the Institute. It shall be the responsibility of the agency to ensure that Police verification of the persons/staff presented to the Institute is made available to the Institute within a period of 1 month from his/her joining duties in the Institute. Institute shall NOT bear or reimburse or share any expenditure on such verification.
- *Gazetted officer of Central or State Government, Members of Parliament or State Legislature belonging to the Constituency where the candidate or his parent /guardian is ordinarily residing, Sub-Divisional Magistrate / officers, Tehsildars or Nayab / Deputy Tehsildars authorised to exercise Magisterial Powers, Principal /Headmaster of the recognized School / College / Institution where the candidate studied last, Block Development Officers, Post Masters.*
- d) The agency shall ensure that its outsourced employees deployed at IIT D under this agreement are medically fit to join and perform the duty and that all Labour Laws, rules and regulations are followed and strictly adhered to by the agency in this regard as the employer of these outsourced employees. Any liability whatsoever (including financial or otherwise), that may arise because of failing to adhere to these provisions, either by the agency or by the said employee, shall be that of the agency and NOT of the Institute. No expenditure on assessment of medical fitness or medical expenses will be either borne, reimbursed, or shared by the Institute in any manner.
- e) The responsibility of ascertaining that the outsourced staff is of good character, antecedents, possesses the required qualification & experience and is Medically fit, before presenting him/her to the Institute, shall be that of the selected agency. The Institute shall retain the right to check these details, as well as Police Verification of the staff, at any stage, however, agency being the service provider for IITD and the employer of such outsourced employees, shall remain the agency primarily responsible in this regard. Any deployment contrary to the agreement, whether for reasons of misinformation, fraud etc. on the part of the personnel concerned or otherwise, shall be the sole responsibility of the outsourcing agency and the employee so deployed shall automatically stand rejected from the initial date of his deployment and all expenditure on his salary and any other payment made will be automatically deducted from the future bill of the agency. This will be in addition to any other penalty being imposed on the outsourcing agency under the provisions of this agreement for the contravention of this agreement.

- f) Test of skills of outsourced staff prior to engagement:
- g) In order to ensure that the Outsourced staff provided by the Selected Agency possess the required technical/ academic qualifications and skills, it shall be open to the agency to take interview and/or written test. Those who will qualify in the written test or interview and possess the required qualification will be presented to IIT Delhi by the agency.
- h) Minimum Requirement of Educational & Professional qualifications/ experience of the persons to be deployed by the agency:
  - i) The persons to be deployed by the agency should have the educational qualifications/ experience etc. mentioned against each designation in the (Table-II)
  - j) Duties and Responsibilities
  - k) Duties and responsibilities of the outsourced staff shall include all official work assessed by the respective controlling officer.

#### 10. **ESI/EPF/Tax etc.**

- a. Employers Contribution towards ESI, EPF and other statutory obligations will be paid by and deposited by the agency with the concerned Government authorities as per law and rules applicable. This amount deposited will be reimbursed by the Institute to the agency. The agency will not charge from the employees separately, in any form, for these employer contributions.
- b. Deductions for Statutory contribution of employee will be made by the Agency from the Salary structure of the employee as indicated in these Terms & Conditions. These deductions will be clearly reflected in the pay slip of the Employee without fail.
- c. Agency should submit separate EPF, ESI & GST challans against this contract (&not clubbed with other contracts/sites where agency is supplying manpower) and also submit separate details of manpower deployed exclusively against the contract in order to facilitate easy linking and checking of bills
- d. The tax, if any, on the bills raised by the firm will be paid by IIT Delhi. However, agency has to attach the challan in support of proof of having remitted the same with tax authorities, of the preceding month, along with succeeding month's bill to the Institute.
- e. TDS and other taxes as applicable will be deducted from each bill at the time of making payment by IIT Delhi to the Outsourcing agency.
- f. The Agency shall deposit the employee's and employer's contribution towards EPF and ESI as also any statutory deduction and GST with concerned Government authorities and shall furnish the challans against the contract to this effect to IIT Delhi, every month along with their monthly bill for payment. Along with the challan, an undertaking that the said contributions (indicating consolidated amounts separately for ESI, EPF etc.) have been duly deposited, a list of its employees in r/o whom the said

contributions have been deposited (separately for EPF, ESI etc.) shall be submitted by the agency to IITD. The reimbursement of the bills of the agency will be strictly subject to the production of these challans, undertaking and lists and scrutiny by IIT Delhi. A requisite portion of the bill/whole of the bill amount shall be held up till the evidence/document is furnished, at the direction of the Institute. Any liability towards statutory compliance or otherwise for any of the personnel engaged by the agency will lie totally with the agency and will in no way be the concern of IIT Delhi.

- g. The ESI and EPF in r/o employees engaged for a period less than a month will be as per the provisions of law applicable to them at that time. Their deductions and deposition with concerned authorities will be the sole responsibility of the outsourcing agency as in other cases mentioned hereinabove.

## 11. STATUS OF EMPLOYMENT UNDER OUTSOURCING

- a. The staff outsourced to IIT Delhi will, at all times, be the employee of the agency only. He/she will, in no way, be deemed or considered to be an employee of IIT Delhi. This, along with the information that consequent employer liabilities shall rest with the agency and not IIT Delhi, should be clearly brought to the notice of the outsourced staff by the outsourcing agency in the offer of appointment and the appointment order issued to such employee by the Agency and duly got accepted by them, by the Agency.
- b. The person deployed will NOT have any master and servant relationship with IIT Delhi, and shall not claim the same on any platform. Therefore, there is no question of issue of either an offer of appointment or any appointment/engagement order by the Institute to the deployed employee or to the Agency in respect of any of its employees.
- c. He/ She shall neither have, nor shall claim, any benefits/ compensation/ absorption/ regularization/ appointment of services from/in IIT Delhi under the provision of Industrial Disputes Act 1947 or Contract Labour (Regulation & Abolition) Act, 1970. This also includes any claim of compensation, or interest thereon, for injury, temporary or permanent disability or death under any Law. All such liabilities are that of the outsourcing agency as the employer and therefore, all such claims shall be made only with the agency and that the Institute will not bear these liabilities for any reason whatsoever.
- d. Since the deployed staff is the employee of the agency, all benefits that are due to them from the side of the employer shall be borne solely by the agency and will NOT be compensated/absorbed/reimbursed by IIT Delhi. These benefits include the benefits under Maternity Benefits Act, 1961, as amended from time to time. Any Medical and other statutory requirements in respect of any personnel of the outsourcing agency shall be the responsibility of the agency and these must be taken into account while making the financial proposal. Besides above, agency shall be solely responsible for payment of leave of any kind to the outsourced manpower. IIT Delhi shall not make reimbursement of any such leave availed. In the event of any manpower being on leave/absent, the agency shall ensure suitable stop gap arrangement. To meet such eventualities the agency shall make suitable provision. If an outsourced employee is called on gazette or normal holiday, he will be eligible for compensatory off in lieu thereof.
- e. Any claim that the above liabilities under various laws/rules etc. were not known/missed by

oversight/not applicable etc. shall not be entertained by IIT Delhi. Since ample opportunity is being provided to the bidders for understanding these provisions and seeking clarification, if any, in the matter, any failure or denial on the part of the outsourcing agency on account of any of these provisions, once the contract has been awarded, will make the agency liable for imposition of a penalty of Rs 10,000/- in each case of failure. This penalty will be in addition to automatically authorising the Institute to invoke the Performance guarantee deposited by the outsourcing agency to the extent necessary for protecting the financial benefits admissible to the employee as per relevant law or rules of the Government. The outsourcing agency will immediately replenish the Bank Guarantee in such occurrence. The Institute may also blacklist/debar the agency for such non-compliance in matters where it is found that the agency has failed/denied to protect the interests and benefits of the employees as due to them under various laws applicable in the circumstances.

Outsourced Medical Officers should be available for day & night duty for Indian Institute of Technology Delhi, Hauz Khas, New Delhi – 110016.

## 12. **TERMINATION OF SERVICES OF DEPLOYED STAFF ETC.**

- i. IIT Delhi may return any staff who may have been accepted by it, on a 07 days' notice. In case of doubtful integrity, fraud, false information, criminal activity, misconduct, breach of confidentiality, or unauthorized communication on any platform including social media, safety and security and other activities of such and similar nature, or on orders of the Government, the limit of 07 days shall not apply and termination/surrender etc. will be with immediate effect as per decision of the competent authority. The Institute will not be required to provide any reason whatsoever for the above. The decision of the Institute in all such matters shall be final. The Institute may or may not inform the concerned employee of Agency about the decision of termination etc. Such decision will be communicated to the employer i.e. the agency, which shall be responsible for withdrawing their employee.
- ii. Any disputes, grievances etc. raised by such personnel on these grounds shall not be with the IIT Delhi and will have to be settled by the outsourcing agency with such personnel. In such cases; the agency will have to provide a suitable replacement within the notice period, if required by the Institute.

## 13. **ABSENTEEISM**

If, for any reason, the personnel deployed by the agency absents himself/ herself, he/ she should properly intimate the Controlling Officer (i.e. Head of IIT Delhi Hospital) before such absence or in case of Medical emergency on the first day of taking such absence, either in writing or telephonically clearly indicating the number of days he/she will be absent and must obtain "explicit" permission for the same. To provide evidence of such permission will be the responsibility of the said personnel. No ex-post facto request for waiving off this requirement on any ground, including the unavailability of controlling officer, for any reason whatsoever, shall be entertained. The agency may also be required to provide an immediate replacement (permanent or only for the said period) so that the work of the Hospital do not suffer. In case of any default on a particular day, a fine of Rs. 200/- will be imposed on the outsourced employee for each such complaint certified by the officer under whom the work is being performed as a fine, besides proportional deduction. This fine shall, if not paid by the, or recoverable from the, said outsourced employee may be recovered from the agency. Any personnel deployed by the agency, not attending office for a period more than one month (i.e. all days of a calendar month except Saturdays and Sundays), consecutively, shall

be deemed to have been returned by the Institute to the agency, except when specifically informed by the Institute in a manner otherwise.

#### 14. **PERFORMANCE SECURITY**

The successful Agency shall have to remit within five days of award of contract, a bank guarantee from a nationalized bank of an amount equivalent to 03% of the total contract value for one year. The bank guarantee shall be in favour of Registrar, IIT Delhi and shall be valid throughout the period of contract and till 60 days beyond the date of completion of all contractual obligations of the agency. In case of any extension in the contract, the bank guarantee has to be revalidated on the same terms. In the event of the invocation of the bank guarantee, the agency shall ensure that the bank guarantee is replenished to the extent required to keep the aforesaid amount secured.

The link to the relevant orders of Ministry of Finance in this regard are as follows: (Ref: M/o Finance, DoE OM No. 9/4/2020-PPD dated 12 November, 2020)  
<https://doe.gov.in/sites/default/files/Performance%20Security.pdf>  
<https://doe.gov.in/sites/default/files/Bid%20Security%20-%20Earnest%20Money%20Deposit.pdf>

In the event of breach of this Agreement, IIT Delhi shall have the right to invoke and appropriate the proceeds of the performance security, in whole or in part, without separate notice to the Contractor.

15. IIT Delhi shall enter into a contract with the successful Outsourcing Agency on the terms & conditions on Rs.100/- non-judicial stamp paper. The said stamp paper will be arranged by the Outsourcing Agency for execution of agreement.
16. The Agency shall comply with all labour laws, rules and Acts in relation to its employees and keep IIT Delhi 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 Delhi. In such an eventuality the Bank Guarantee will be invoked.
17. The Outsourcing Agency has to provide laminated photo Identity Cards to the persons employed by him/her for carrying out the work. A copy of that card, duly authenticated by the agency should also be simultaneously submitted to the Institute by the agency.
18. The Firm/ Agency shall be contactable at all times and messages sent by phone/email/fax/special messenger from IIT Delhi shall be acknowledged immediately on receipt on the same day. The Firm/ Agency shall strictly follow the instructions issued by the office in fulfilment of the contract from time to time.
19. IIT Delhi shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the outsourcing agency.
20. If IITD 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 Delhi 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 will be borne by the Agency. The responsibility will remain with the Agency and IIT Delhi will in no way be responsible for it or any other clause mentioned above.

## 21. TERMINATION OF THE CONTRACT

- i. The agreement can be terminated by either party by giving 90 days notice in advance. The next working day from which the notice is received in the Institute or in the Agency, as the case may be, shall be deemed to be the date of serving of the notice by the outsourcing agency and the three months period shall count from that date (including that date).
- ii. In case of stipulated notice of 90 days being provided, on the expiry of the notice period, the agency will withdraw all its personnel in an orderly manner and clear their accounts by paying them all their legal dues.
- iii. The agency MUST, as soon as such a notice is served by it, bring the same also to the notice of all its employees deployed in the Institute, in writing. It shall also specifically seek inputs from each of its employees about the pendency of any payment due on its part to that employee and settle them forthwith without any delay. A certificate that there are "No Dues", as on date of completion of notice period, from the side of the Agency to its said employees must be obtained by the agency from each of its employees in IITD, under the signatures of that employee, and submitted to the Institute immediately after the notice period expires. No claim that the contractual obligations have been settled by the Agency will be acceptable without these certificates.
- iv. In case such a notice of 90 days is served by the Agency but it refuses or fails to settle any of its contractual obligations including any of the dues towards the Institute or towards its employees deployed at the Institute, then such dues shall stand adjusted from any amount due to the Firm from the side of IIT Delhi and the balance, if any, after such adjustment shall stand forfeited from the Performance Security of the Agency. This apart, depending upon the nature and gravity of the failure on the part of the agency, the agency may be blacklisted/debarred from participating in future tenders in the Institute.
- v. If the Agency fails/refuses to give three months' notice in writing for termination of the Agreement then (i) a sum equal to 03 month's wages (ii) the employers contribution for EPF and ESI and any other Statutory deduction calculated on the basis of wages required for payment of the then existing employees for next 03 months (iii) any penalty/fine on the agency due to non-compliance/failure to adhere to the provisions of this agreement or a relevant Law (iv) Any other payment due from the side of the Agency to its employees deputed at IIT Delhi or towards, IIT Delhi, under this agreement or any Law/Govt. rules/regulations, shall stand adjusted from any amount due to the Firm from the side of IIT Delhi and the balance, if any, after such adjustment shall stand forfeited from the Performance Security of the Agency. This apart, depending upon the nature and gravity of the failure on the part of the agency, the agency may be blacklisted/debarred from participating in future tenders

in the Institute.

- vi. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency, as the employer of the outsourced employee, to pay and settle the same.
- vii. The requirement of giving 90 days' notice from the side of IIT Delhi shall NOT be applicable if in the judgment of IIT Delhi the agency has involved itself in any corrupt, fraudulent practice, provided false information, agency becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary, agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to IITD, is involved in any criminal activity, breached confidentiality, or involved in unauthorized communication on any platform including social media, acted in a way which is detrimental to safety and security of the Institute, its community, society or Safety and or Integrity of the Nation, and other activities of such and similar nature etc.

In such cases, the termination of contract from the side of the Institute may be with immediate effect and it shall be open for the Institute to adjust (i) a sum equal to 03 month's wages etc., (ii) the employers contribution for EPF and ESI and any other Statutory deduction calculated on the basis of wages required for payment of the then existing employees for next 03 months (iii) any penalty/fine on the agency due to non-compliance/failure to adhere to the provisions of this agreement or a relevant Law (iv) Any other payment due from the side of the Agency to its employees deputed at IIT Delhi or towards, IIT Delhi, under this agreement or any Law/Govt. rules/regulations, and the above shall stand adjusted from any amount due to the Firm from the side of IIT Delhi and the balance, if any, after such adjustment shall stand forfeited from the Performance Security of the Agency. This apart, depending upon the nature and gravity of the misconduct on the part of the agency, the agency may be blacklisted/debarred from participating in future tenders in the Institute.

Further, if the agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, even after a notice of 30 days specifying the nature of the failure and allowing the contractor an opportunity to remedy such failure, if capable of being remedied and if a lawful remedy exists, the requirement of 90 days' notice for termination of contract from the side of IITD shall not be applicable and this sub-section shall come into force.

22. If any amount is found payable by the agency towards wages, allowances and statutory dues in respect of personnel or any loss to IIT Delhi 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.
23. The Outsourcing Agency shall have to obtain the required license from the appropriate licensing authority(ies) of respective Department/ Circles/ Division/ Other units before deployment of personnel in IIT Delhi. No charges towards this will be borne by the Institute.
24. Institute shall correct (increase or decrease) the rates of statutory payments if there is a variation in the rates quoted by the Outsourcing Agency and those notified by the Govt.



25. If the contractor fails to commence the work as per the award letter for the work, the provisions of Bid Security Declarations by the contractor/agency will come into force as per M/o Finance, DoE OM No. 9/4/2020-PPD dated 12 November, 2020.

## 26. PENALTIES

- i. If the agency violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Director, IIT Delhi, a penalty leading to a deduction from the bill upto a maximum of 10 percent of the total bill for a particular month or performance security will be imposed.
- ii. Any complaint received from an employee in the Institute for non-issue of Photo Identity card will result in an automatic penalty of Rs. 100/- for each day of non-availability claimed by the employee if a copy of that card has not been provided by the agency to the Institute, for the first 10 days of claimed non-availability. This amount can be increased by Rs100/- per day for every subsequent 10 days of such claimed non availability. In case of repeated failure/denial (i.e complaint by multiple employees) the penalty per case per day can be increased to Rs.1000/-. from the first day of such claimed unavailability/denial No explanation/clarification will be sought from the agency on the complaint made by the employee and penalty will be made effective from the monthly bills presented to the Institute, if a copy of the card has not been provided to it, and no refund will be made even if it is later established that the card was issued to the said employee and that his claim was wrong.
- iii. The agency shall NOT seek any deposit, in any form and for any purpose whatsoever, from candidates selected for deployment at IIT Delhi. The Institute considers this provision essential for the protection of the rights of the outsourced employees at the Institute as well as for the purpose of maintaining transparency by the agency in its treatment of its employees. A failure on the part of the agency to adhere to this provision will be considered as a deliberate MALPRACTICE. If the agency fails to observe this provision at any stage of the Contract, appropriate action will be taken by the Institute against the agency. This includes, but is not necessarily limited to, imposition of a penalty of an amount not less than the amount sought as a deposit from the employees by the agency in addition to any other action deemed appropriate by the Institute which may include cancellation of contract with immediate effect, imposing financial penalty and/or invoking of Bank Guarantee etc.
- iv. The outsourcing agency will provide particulars of EPF & ESI of each of its employees deployed in IIT Delhi to the Institute at the time of first deployment by it. Subsequently, on any new employee being deployed the information will be updated to IIT Delhi. No further request or reminder in this regard will be made to the outsourcing agency. Failure in this regard will be liable to imposition of a penalty of Rs.1000/- on the agency per day of failure per case for the first month. Thereafter, the penalty will be raised to Rs.1500/- per day of failure per case.
- v. It shall be the responsibility of the agency to get the ESI card issued to their eligible employees well within time. Any failure/denial in this regard and its consequential liabilities shall be borne by the Outsourcing agency. It shall be the responsibility of the agency to provide a copy of the card of each

employee to the Institute directly. Any complaint received from an employee in the Institute for non-issue of such card will result in an automatic penalty of Rs. 1000/- for each day of non-availability claimed by the employee if a copy of that card has not been provided by the agency to the Institute. In case of repeated failure/denial the penalty per case per day can be increased to Rs. 5000/- No explanation/clarification will be sought from the outsourcing agency on the complaint made by the employee, if a copy of the card has not been provided to the Institute, and no refund will be made even if it is later established that the card was issued to the said employee.

- vi. Once a request for Staff is received from IIT Delhi the agency shall immediately acknowledge the receipt and should conduct the selection process and present the qualified candidates to Institute within 2 Weeks (14 days) from the date of said receipt. A penalty of Rs. 200 per request (per post) per day may be imposed by the Institute on the agency in case of failure or denial in the matter.
- vii. The Firm/Agency shall ensure proper conduct of his employees in office premises, and enforce prohibition of consumption of alcoholic drinks, Paan, Smoking and loitering without work. In case of such offence, institute may impose financial penalty of Rs. 2000/- per day on the Agency in addition to taking necessary action against the employee concerned.
- viii. Penalties/fines indicated for specific acts of failure/denial on part of the Outsourcing agency to discharge its duties under any provision(s) of these terms and conditions are without prejudice to the right of the IIT Delhi under any other provision of this contract to simultaneously, or separately, impose any other penalty, termination of contract, subsequent disqualification for participation in any future tender in IIT Delhi and blacklisting/debarring of the outsourcing of agency and invoking Bank Guarantee in case of failure of the agency in complying with any statutory requirement and terms of this agreement during the period of contract.
- ix. Penalties/fines indicated under any provision(s) of these terms and conditions are without prejudice to the right of the IIT Delhi to invoke the Bank Guarantee in case it is required to protect the lawful rights of the employees agency deployed in the Institute, due to denial or failure on part of the agency as an employer of that employee, for any payment (including compensations, Interest etc.) to be made to that employee of outsourcing agency, under any law.

## **27. SUBCONTRACTING**

No subcontracting by the agency for any work under this agreement is permissible. No request in this regard may be entertained. In case the Institute needs and decides to investigate or Inquire into any matter adversely impacting it and with a likelihood of a direct or indirect involvement of an employee of the agency in that matter, the agency shall extend full cooperation in the matter at no extra cost, legal or otherwise.

## **28. PAYMENT/ REIMBURSEMENT TO THE AGENCY BY THE INSTITUTE**

- a) Payment/Reimbursement will be made to the agency normally within 15 working days of the subsequent month, only if the claim paper/ form/documents are found in order after scrutiny. Such

documents etc. shall include (1) the ESI & EPF Challans (2) List of employees in respect of whom ESI, EPF and other statutory payments have been made/deposited with Government, along with the amount of ESI/EPF etc., UAN, Member ID/PF Account number, ESI ID/Number against each name (3) Certified copy of the Bank statement of the agency clearly indicating name of each outsourced employee deployed at IITD and transfer of salary and other payments to his/her account. and any other document required by the Institute to satisfy itself about the claim of the agency for having preserved the lawful interests of their employees deployed at IITD on outsourcing basis.

- b) Subject to various provisions of the Contract, the Institute shall reimburse the following to the Agency:
- Salary Component.
  - Employers share of ESI, EPF or other Statutory compliances deposited by the agency with the concerned Government Authority as per law and rule applicable.
  - Administrative Service Charges as indicated.

## 29. SETTLEMENT OF DISPUTES

- a. Amicable Settlement: In case dispute arises between the (IITD 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 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.
- b. Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between IITD and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act 1996. There shall be a sole arbitrator, to be appointed with the mutual consent of the parties. The decision of the Arbitrator shall be final and binding on the Parties. Dispute, if any, shall pertain to the agency & IIT Delhi and not individual outsourced staff. The arbitration proceedings shall be held at New Delhi and the parties shall bear their own respective costs of arbitration/litigation, in the event of a monetary award being passed and where interest is to be awarded, the same shall not exceed the rate of 5% per annum.
- c. Jurisdiction of Courts etc.: The courts/any other Tribunal or Forum in New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.

## 30. FORCE MAJEURE

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of either IITD or the Agency (called parties hereinafter in this section) or both, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstance and includes, but is not limited to, war, epidemics, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action

are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

- b. The failure of a Party to fulfil any of its obligations hereunder shall not be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be taken: A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- d. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action because of Force Majeure. During the period of their inability to perform the Services because of any event of Force Majeure, the Contractor, upon instructions by IITD, shall either: i. Demobilize; or ii. Continue with the Services to the extent possible, in which case the Contractor shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
- e. In case there is a dispute about the existing of Force Majeure, it will be decided as per mechanism indicated for settlement of dispute in this notice.

### **31. AMENDMENT OF BID DOCUMENTS**

- a) At any time, prior to the date of submission of bids, IIT Delhi may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Outsourcing Agency, modify the bid documents by amendments.
- b) The amendments shall be notified on the NIC portal at <https://eprocure.gov.in/eprocure/app> and these amendments will be binding on the Outsourcing Agency.
- c) In order to allow prospective Outsourcing Agency reasonable time to take the amendments, if any, into account in preparing their bids, IIT Delhi may, at its discretion, extend the deadline for the submission of bids suitably.

## COMPLIANCE SHEET

*No space should be left blank in this sheet.*

Srl	Eligibility Criteria	Compliance (YES/NO)
1.	The agency fulfill the eligibility criteria for this Tender of supplying qualified, skilled and good conduct personnel Staff to IIT Delhi as per this Tender.	
2.	The agency will be in a position to engage required Staff within two weeks (14 days) of issue of the work order or as specified in the work order.	
3.	The agency will manage the outsourced employees through our own ERP and IIT Delhi will be given MIS access to the ERP so that relevant information about the outsourced employee (like personal details, EPF, ESI payment status etc.) can be fetched systematically.	
4.	The agency will provide smart Identity Card to all the engaged Outsourced staff.	
5.	The agency will ensure timely payment of outsourced staff by the close of the 07th Day of the month following the month for which the salary is being paid. IIT Delhi will not reimburse any amount towards Bonus to the employees deployed by us. Any issue arising will be settled between us and the staff supplied by us from time to time as per the Law and government rules and regulations.	
6.	The agency will comply with all the provisions of Indian Labour Laws in respect of the staff deployed by us at IIT Delhi. It is clearly understood that we are the employer of the outsourced staff that will be deployed to IITD under this tender.	
7.	The agency will also ensure compliance to the labour legislations applicable to Delhi like a) Minimum Wages Act, b) Employees Provident Fund Act, c) Employees State Insurance Act, d) Workmen's Compensation Act, e) ESI Act f) Maternity Benefits Acts etc. as amended from time to time	
8.	The agency has a valid labour license from the appropriate Licensing officer(s) for specific number required for the contract under contract Labour (Regulation & Abolition) Act, 1970.	
9.	The agency are registered for deployment of outsourced staff services under Companies Act, 1956.	
10.	The agency has a fully functional office in Delhi/ NCR.	
11.	The agency has a valid ESI number.	
12.	The agency is registered with Service Tax Department, GST	
13.	The agency has a valid PAN number in its name	
14.	The agency has a valid Provident Fund Account No. in its name	
15.	The Agency should be in the business of providing Health Care manpower outsourced staff service (at least 100 persons at a place of Institute/Organization) and in total 500 persons for at least last three consecutive years (2020-21, 2021-22, 2022-23) in its own name.	
16.	The Annual turnover of the firm during last three consecutive financial years (2020-21, 2021-22, 2022-23) should not be less than Rupees Ten (10) crores each financial year.	
17.	Performance Certificates issued by our existing reputed clients have been attached.	
18.	The agency has not been blacklisted/delisted/debarred/put on holiday by any Department/Ministry of the Government of India or any PSU/Central or State	

	autonomous organization in last five years upto the last date of submission of bids.	
19.	The agency does not have any criminal case pending againstus nor any of our Directors have been convicted on grounds of moral turpitude or for violation of laws in force.	
20.	The agency will not demand any type of deposit (in any form) from the selected candidate.	
21.	No alteration in the proforma in which any information is required to be provided by the Agency in this document has been done. In case of any such alteration/change/amendment/modification etc., the sole responsibility shall be that of the agency and may result in cancellation of such bid at any stage of the process, including during or after award of the contract.	
22.	The agency has access to a large health care organizations for logistical and tertiary care support	
23.	The agency has understood, signed and submitted all theinformation, documents, declarations, certifications, attachments as needed in this Tender	

**It is certified that the undersigned has been duly authorized by.....(bidding agency name)... ..... to sign this document.**

**(Signature of Authorized Person)**

**Name:**

**Designation:**

**Business Address:**

**Seal of the Company:**

**Agency related mandatory information.**

1.	Name of the Company	
2.	Address of the Company	
3.	Registration Number	
4.	Date of incorporation of the Company	
5.	PAN No.	
6.	TAN	
7.	GST Number	
8.	Employees' Provident Fund (EPF) Registration No	
9.	Employee' State Insurance Corporation (ESIC) Registration No.	
10.	Name of the Banker with account number	
11.	Bank account details of the agency	
12.	Name of the Contact person to whom all references shall be made regarding this tender	
13.	Mobile phone No. of the contact person	
14.	E-mail of the contact person	
15.	Details of Earnest money deposits UTR Number:	
16.	Other office location in India	

**(Signature of Authorized Person)**

**Name:**

**Designation:**

**Business Address:**

**Seal of the Company:**

**PRIOR EXPERIENCE**  
**(in last three years)**

Srl	Name of the Organization(s) And its contact address with Telephone, email, mobile number.	Category of Outsourced staff provided	No. of Outsourced staff	Validity of the Contract : From _____ To _____

We are also enclosing the PERFORMANCE CERTIFICATES issued by the above organizations which is placed at Annexure-V

**(Signature of Authorized Person)**

**Name:**

**Date:**

**Designation:**

**Business Address:**

**Seal of the Company:**

**Witnesses with signature**



**DECLARATION**

**A Declaration letter on official letter head stating the following also to be submitted along with Technical bid.**

**I/We .....(Insert Name and Address of bidder agency)**

- (i) Am/Are in the outsourced staff supplying business for last (years) and are engaged in supplying **Medical Officers and Paramedics** outsourced staff to different Central Government/State Government/Universities/Institutes of repute.
- (ii) Am/Are not involved in any major litigation that may have an impact of effecting or comprising the delivery of service as required under this tender.
- (iii) Am/ Are not blacklisted/ debarred/ Delisted/Put on any holiday by any Central/State Government/ Public Sector Undertaking/ Autonomous organization in India in last five years.

The Agency has not been blacklisted/ De Listed/ Debarred or put to any Holiday during last 5 years (i.e 1 January, 2019 to the last date of bidding), by any Department/Ministry of the Government of India or any PSU/Central or State Autonomous organization. The agency has also not be been under blacklisting/ department etc. during the said period.	NAME & ADDRESS OF THE AGENCY
--	---------------------------------

- (iv) Am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for (Insert Title of the Tender) (CPPP Tender No.....), thereby fully accepting that In terms of Ministry of Finance, DoE OM No. No. F.9/4/2020-PPD dated 12 November, 2020, It is hereby declared and undertaken that we accept that if we withdraw or modify our bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, we will be the blacklisted and will not have any dealing with IIT Delhi in future from being eligible to submit Bids/Proposals for contracts with IIT Delhi.

It is also certified that I have been duly authorized by ..... (name of the bidding agency) to sign this declaration.

**(Signature of Authorized Person)**

**Name:**

**Date:**

**Designation:**

**Business Address:**

**Seal of the Company:**

## PERFORMANCE CERTIFICATE

This is to certify that M/s.....located at has been providing/ provided qualified outsourced staff to our organization..... for the last.....years as follows:

(Please add rows as per requirement)

\* A contract, awarded against one tender is a single project. Only projects with a minimum period of 12 months must be considered here. (E.g a contract awarded against a tender for 3 years is one single project)

S. No.	Project*	FY	Start date (Month)	Ending Date (Month)	Total number of months	Monthly Average of Number of Medical Officers and Paramedics outsource staff deployed in our organization under the project	Remarks
1	Project-1						
2	Project-2						
3	Project-3						
4	Project-4						
5	Project-5						
6	Project-6						
7	Project-3						
8	Project-4						
9	Project-5						
10	Project-6						

We are satisfied with the performance and quality of the outsourced staff supplied and the agency is professionally managed and competent to supply the same to other organizations of repute.

**(Signature of Authorized Person)**

**Name:**

**Date:**

**Designation:**

**Business Address:**

**Seal of the Company:**

## DECLARATION

**(Not blacklisted/debarred/De listed/put on holiday etc.)(To be submitted on a Stamp paper of Rs 50/-)**

Dated: \_\_\_\_\_ / / \_\_\_\_\_

To

The Director, IIT Delhi

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_, I/we, as an owner/partner/Director of \_\_\_\_\_, hereby declare that at present our Company/Firm/Agency.....(name of agency)... is having unblemished record and is not declared ineligible for involvement in any corrupt and/or fraudulent practices.

The Agency has not been blacklisted/De Listed/Debarred/ or had work withdrawn or put to any Holiday during last 5 years (i.e 1 January, 2019 to the last date of this bid submission), by any Department/Ministry of the Government of India or any PSU/Central or State Autonomous organization. The agency has also not been under any such blacklisting etc. during the said period i.e. in last five years.

It is further affirmed that there is no criminal case contemplated or pending against the agency or its Directors etc. Also, that none of our Directors has ever been convicted on grounds of moral turpitude or for violation of laws in force.

It is also affirmed that neither the agency nor its Director is engaged in any litigation etc. which is likely to have an adverse impact upon its ability to undertake the assignment for which bid under this tender is being made by us, without fail and or delay, if the contract is awarded to this agency.

It is also affirmed that the agency neither is, nor is expected to be, under any ineligibility from any authority including Government of India, any state Government, Tribunal, Court etc. which might have a bearing upon its undertaking this contract, if awarded, successfully and in a timebound manner.

If this declaration, or any part of it, is found to be incorrect then without prejudice to any other action that may be taken, my/our performance security, in addition to any payment due from the side of the Institute to the agency, shall stand forfeited in full and the tender, if any, to the extent accepted may be cancelled.

**(Signature of Authorized Person)**

**Name:**

**Date:**

**Designation:**

**Business Address:**

**Seal of the Company:**

**FINANCIAL CAPACITY OF THE AGENCY against the Tender  
for Outsourcing of Medical Officers and Paramedics**

Srl	FY	Annual Revenue	Annual turnover
1	2020-21		
2	2021-22		
3	2022-23		

**(Signature of Authorized Person)**

**Name:**

**Date:**

**Designation:**

**Business Address:**

**Seal of the Company:**

*(TO BE SUBMITTED IN THE OFFICIAL LETTERHEAD OF THE COMPANY)*

***BID SECURITY DECLARATION***

In terms of Ministry of Finance, DoE OM No. No. F.9/4/2020-PPD dated 12 November,2020, It is hereby declared and undertaken that we accept that if we withdraw or modify our bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, we will be blacklisted and will not have any dealing with IIT Delhi in future from being eligible to submit Bids/Proposals for contracts with IIT Delhi.

I hereby also certify that the information furnished above is true and correct to the best of our knowledge. We understand that in case of any deviation in the above statement at any stage, the company will be blacklisted and will not have any dealing with IIT Delhi in future apart from forfeiting the performance guarantee.

It is also certified that I have been duly authorized by ..... (name of the bidding agency ..... ) to sign this declaration.

**(Signature of Authorized Person)**

**Name:**

**Date:**

**Designation:**

**Business Address:**

**Seal of the Company:**

## FINANCIAL BID

Tender Inviting Authority: IIT Delhi

## Name of Work: Outsourcing of Medical Officers and Paramedics Staff in Indian Institute of Technology Delhi

Note: This annexure should NOT be submitted/uploaded along with technical bid or technical documents. This may be submitted as price bid as per instructions given and strictly in xls format, Otherwise the bid will be rejected

Name of the Bidder Agency:.....

S. No.	Item Description	Monthly Administrative Service Charges(in Percent) only
1	2	3
1	<p>Bidders have to quote Monthly Administrative Service Charges only. These Administrative Charges shall be quoted as a percentage (%) of the total amount that will be reimbursed, after taking into account any deductions under fine/penalty etc., to the Agency (excluding reimbursement on a/c of ESI/EPF/TAXES and other statutory charges), for a given month, by the Institute, on account of the salary indicated in this document</p> <p>Bidder may refer to the Tender Document carefully before submitting the Financial Bid.</p> <p><i>Please note: If you indicate 8/100%, it would mean 0.08 percent and NOT 8 percent. If you wish to indicate 8 percent then please indicate 8.00.</i></p>	

(Signature of Authorized Person)

Name:

Date:

Designation:

Business Address:

Seal of the Company:

**UNDERTAKING TO BE SUBMITTED BY SELECTED AGENCY FOR THEPURPOSE OF  
OUTSOURCED EMPLOYEES**

That I have been explained and I have clearly understood the provisions of law/rules/regulations related to ESI/EPF and other statutory requirements in relation to my assignments, including this part time assignment at IITD, by my employer .....agency name.....

That it is understood that my employer is .....agency name ..... and not IIT Delhi. Accordingly, all the responsibility for depositing the ESI/EPF and other statutory deductions, if any, shall be that of agency and not IIT Delhi.

That I am satisfied that an amount of Rs.....shall be deposited per month by the .....agency name.....towards Employers contribution towards ESI and EPF on account of my salary for my part time assignment at IIT Delhi per month and that this amount, and only this amount, shall be reimbursed by IITD to the agency after the agency has satisfied IITD about the deposition of such amount for such purpose with the relevant Government authorities.

That I am satisfied that an amount of Rs.....shall be deducted per month, from my salary on account of my part time outsourced services at IITD, by the .....agency name .....towards Employees contribution towards ESI and EPF on account of my said salary per month and that this amount shall be deposited by the agency with relevant Government authorities on a monthly basis

Also, that IIT D shall not be responsible for Employers/ Employees contribution towards ESI/EPF for any other assignment on which I might be working or might have worked in the past and no representation from my side or from the side of Agency for any such other assignment shall be accepted by IIT Delhi and any dispute in this regard shall be settled with the agency and that IITD shall have nothing to do with such dispute, whatsoever.

Further, The Institute shall ALSO not be responsible for any contribution/ deduction/ payment/ deposition/ compensation/Benefit, statutory or otherwise, on account of my employment, of any nature, in any organization other than IIT Delhi or under any agreement other than this.

**(Signature of Authorized Person)**  
**Name:**  
**Date:**  
**Designation:**  
**Business Address:**  
**Seal of the Company:**

## BID SUBMISSION

### Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in **two** Envelopes as explained below: -

<b>Envelope – 1</b>			
(Following documents to be provided as single PDF file)			
Sl. No.	Document	Content	File Types
1.	Technical Bid	Compliance Sheet with Technical Supporting documents of all claims made at Compliance Sheet. (Annexure - I)	.PDF
2.		Agency related mandatory information (Annexure - II)	.PDF
3.		PRIOR EXPERIENCE (in last three years (Annexure-III)	.PDF
4.		DECLARATION at Annexure-IV	.PDF
5.		PERFORMANCE CERTIFICATE at Annexure-V	.PDF
6.		DECLARATION (Annexure – VI)	.PDF
7.		FINANCIAL CAPACITY OF THE AGENCY at Annexure-VII	.PDF
8.		BID SECURITY DECLARATION (Annexure - VIII)	.PDF
9.		Undertaking to be submitted by the selected agency for the purpose of outsources Employees (Annexure - X)	.PDF
<b>Envelope – 2</b>			
Sl. No.	Document	Content	File Types
1.	Financial Bid	Price bid should be submitted in given BOQ_XXXX.xls format. <i>(Note: -Comparison of prices will be done ONLY on the bids submitted for the Main Equipment and anything asked as ‘Optional’ in the specs is not to be included for overall comparison.)</i> Bids for optional items are to be submitted in ‘sheet2 Quote for optional items’	.XLS