

Notice Inviting Quotation (E-Procurement mode)

INDIAN INSTITUTE OF TECHNOLOGY DELHI

HAUZ KHAS, NEW DELHI-110016

Dated: 23-10-2024

Open Tender Notice No. IITD/IES2 (SP-4783)/2024

Subject: Notice Inviting Tenders for outsourcing of Manpower requirement at IIT Delhi

Indian Institute of Technology Delhi is in the process of engaging an established and registered outsourced Manpower service provider having requisite experience of providing outsourced Manpower to various Government Departments, Public Sector Undertaking and Autonomous Organizations of Govt. of India through outsourcing mode for its various Departments/Centers/Units/Offices at its Hauz Khas and Sonipat Campuses as per terms and conditions detailed in the following paragraphs.

Details of the item	Outsourcing of Manpower in Indian Institute of Technology Delhi at above campuses
Earnest Money Deposit (EMD/BID Security) to be submitted	Rs 01.01 Crore only (One Crore One Lakh only/- (to be paid online only)

In terms of Rule 170 (iii) of General Financial Rules, 2017 the bidders will have to sign a declaration that they have carefully perused and completely understood the tender document and therefore, that they declare and undertake that they accept that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be blacklisted and will be suspended for a period of 2 years, from being eligible to submit bid for contracts/proposals with IIT Delhi.

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Outsourcing Agencies who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Outsourcing Agencies are advised to go through instructions provided at 'Instructions for online Bid Submission '.

Tenderers can access tender documents on the website (for searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website

<http://eprocure.gov.in/eprocure/app> as per the schedule given on the next page.

No manual bids will be accepted. The quotation (both Technical and Financial) should be submitted in the E-procurement portal.

Schedule

Name of Organization	Indian Institute of Technology Delhi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanement/ Sell)	Service
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Others
Source of Fund (Institute/Project)	Institute
Is Multi Currency Allowed	(INR) Only
Date of Issue/Publishing	23/10/2024 (15:00 PM)
Document Download/Sale Start Date	23/10/2024 (15:00 PM)
Document Download/Sale End Date	18/11/2024 (15:00 PM)
Date for Pre-Bid Conference	08/11/2024 at 11:00 AM
Venue of Pre-Bid Conference	Central Library Committee Room, IIT Delhi We encourage the bidding agencies to inform us on the following email if they plan to attend the Pre-Bid meeting to help us arrange for logistics. Such mails may be sent latest by 2 PM on 05/11/2024 (1700hrs) to: ar_e2@admin.iitd.ac.in
Pre-Bid queries to be sent only online at:	ar_e2@admin.iitd.ac.in Subject of the Pre-Bid queries email should be "IITD Manpower Outsourcing: Pre-Bid Query: <..... Bidder Agency Name.....> and should reach the Institute latest by 05/11/2024.
Last Date and Time for Uploading of Bids	18/11/2024 (15:00 PM)
Date and Time of Opening of Technical Bids	19/11/2024 (15:00 PM)

EMD/Bid Security	<p>EMD/BID security of Rs 01.01 Crore i.e Rupees One Crore One Lakh only. (To be paid through RTGS/NEFT).</p> <p><u>IIT Delhi Bank details are as under:</u> Name of the Bank A/C : IITD Revenue Account A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156</p> <p>(This is mandatory that UTR Number and/or Reference number along with Transaction date is provided in the online quotation/bid. Kindly refer to the UTR Column of the Declaration (Annexure-IV))</p>
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	<p>Assistant Registrar (E-2) at the following email address: ar_e2@admin.iitd.ac.in</p> <p>All emails MUST have only the following Subject: Manpower Outsourcing Tender 2024. <i>Any email without this Subject matter shall not construe a valid Communication for the purpose of this NIT and all liability and responsibility in this regard shall solely be that of the email sender and NOT that of the Institute.</i></p>

Chairman Purchase Committee

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The Outsourcing Agencies are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Outsourcing Agencies in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:<http://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Outsourcing Agencies are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the Outsourcing Agencies will be required to choose a unique username and assign a password for their accounts.
- 3) Outsourcing Agencies are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Outsourcing Agencies will be required to register their valid Digital Signature Certificate Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by an Outsourcing Agent. Please note that the Outsourcing Agencies are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Outsourcing Agent then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate Outsourcing Agencies to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value etc. There is also an option of advanced search for tenders, wherein the Outsourcing Agencies may combine a number of search parameters such as organization name, form of

contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the Outsourcing Agencies have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Outsourcing Agencies through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The Outsourcing Agency should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- 1) Outsourcing Agency should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.
- 3) Outsourcing Agency, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Outsourcing Agencies. Outsourcing Agencies can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Outsourcing Agency should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Outsourcing Agent will be responsible for any delay due to other issues.
- 2) The Outsourcing Agency has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) A standard BoQ format has been provided with the tender document to be filled by

all the Outsourcing Agencies. Outsourcing Agencies are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Outsourcing Agencies are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Outsourcing Agent). No other cells should be changed. Once the details have been completed, the Outsourcing Agent should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Outsourcing Agent, the bid will be rejected.

OR

In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

- 4) The server time (which is displayed on the Outsourcing Agencies' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Outsourcing Agencies, opening of bids etc. The Outsourcing Agencies should follow this time during bid submission.
- 5) All the documents being submitted by the Outsourcing Agencies would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
- 9) Outsourcing Agent has to select the payment option as "on-line" to pay the EMD as applicable and enter details of the instrument. Whenever EMD/Tender fee is sought, Outsourcing Agents need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule, Page No.2).
- 10) Bidding agency must carefully go through the Para titled "Bid Submission" in the NIT for mandatory formatting, marking and numberings.

ASSISTANCE TO OUTSOURCING AGENCIES

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

GENERAL INSTRUCTIONS TO THE OUTSOURCING AGENCIES

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the Outsourcing Agencies are required to upload all the documents in .pdf format.
2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".

Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

Establishment Section-II
NOTICE INVITING TENDER

Dated

Subject: Outsourcing of Manpower requirement in Indian Institute of Technology Delhi

1. Invitation for Tenders

Indian Institute of Technology Delhi is in the process of engaging an established and registered outsourced staff service providers (Agency) having requisite experience of providing outsourced staff to various Government Departments, Public Sector Undertaking and Autonomous Organizations of Govt. of India for sourcing & deploying qualified, skilled personnel with Integrity and good character and conduct through outsourcing mode in various Departments/Centres/Units/Offices as per terms and conditions detailed in the following paragraphs.

Initially the contract will be awarded for a period of 02 years. After the period of 02 years, the contract can be further extended by the Institute, for one more year, on continuing Terms and Conditions, subject to the performance of the agency and its compliance with the Terms and Conditions of the agreement being assessed and found satisfactory by the Institute; and the need of the Institute. To start with, total number of personnel required is expected to be around 500 per day. The number may increase or decrease as per requirement even after the award of the contract

2. Bid submission

A. Technical and Financial bids are to be submitted simultaneously but in separate E-envelop.

- E-Envelop 1 should contain: **Annexure-I** and **Annexure-II** along with all documents, declarations, information etc. indicated in these Annexures.
- E-Envelope 2 should contain: Financial Bid in the proforma prescribed at **Annexure-XV**.

(Note: This annexure shall not be submitted/uploaded along with technical bid or technical documents. This may be submitted as price bid (E-Envelope-2) as per instructions given and strictly in excel format. Otherwise, the bid will be rejected)

IMPORTANT:

- Tender application without complete documents and/or insufficient/inadequate information, or information not in the manner/format requested in this document,

shall not be considered. This formatting includes indicating of proper Annexures and page numbering to be done by the bidders.

- Bidders MUST:

Indicate running page numbers and alphabetical markings as per Annexure-II on the documents before uploading the bid. Therefore, they are advised to compile all the documents at one place in the sequence of alphabetical marking required as per Annexure-II and then provide running page numbers before uploading the bid.

Any document not bearing a page number will NOT be considered for the purpose of bid at any stage even if such a page is uploaded. Two or more pages with same number will also be all summarily rejected and not considered. No request etc. in this regard will be entertained at any stage of the process.

B. Financial bid:

In the Financial bid the Outsourcing Agency must quote Monthly Administrative Service Charges only. These Administrative Charges shall be quoted as a percentage of the total amount that will be reimbursed by the Institute to the agency after making all deductions on account of fine/penalty etc and after excluding reimbursement on a/c of ESI/EPF/TAXES and other statutory charges deposited by the agency with the appropriate Government Authority, for a given month, on account of the salary package indicated in this document.

CLARIFICATION: For example if the Institute reimburses a total of Rs 10,000/-, after taking into account any deductions including fines/penalty etc., for a given month and out of these, Rs.2000 were reimbursed by IITD towards ESI, EPF , Tax etc. and the Administrative Service Charge quoted by the agency is 2%, then the Institute will pay 2% of (Rs 10000-Rs.2000)= Rs.160/-, as Administrative Service Charge to the Agency, for that month. Here the amount of Rs.2000/- includes the Employees as well as Employers share of statutory contribution.

- Only one such charge must be quoted (i.e. there should not be different Admin charge for different designation or nature (part time or full time).
- The Administrative Service Charges quoted by the vendor will remain fixed for the entire validity period of contract (including the period of contract extension, if any, under this agreement) and no request for any change, alteration etc. shall be entertained before expiry of the contract period, including extension , if any
- Before quoting these charges, the agency MUST read this document carefully and ensure that the quoted charges are sustainable for the agency keeping all its liabilities under the agreement including EPF, ESI etc., as well as Acts and Laws applicable to it.
- The Administrative Service Charges quoted by the agency in the financial bid MUST be commensurate with the administrative and supervisory efforts required for executing the contract in letter and spirit. Agency, in it's capacity as

the employer of the outsourced employees, will have to discharge all its responsibilities and liabilities in terms of the Law of the land. Care must be taken to understand clearly the scope of work, financial and legal responsibilities/liabilities of the agency under the agreement before quoting the charges. No request for relaxation, exemption, sharing etc. in any liability of the agency selected, on account of any claimed misunderstanding, misinterpretation, ignorance etc. by the agency at any stage of the agreement, will be accepted.

C. Complementary service

Complementary service by any agency is not acceptable. If any agency quotes the Administrative Service Charges which is unjustified, it shall not be treated as a valid quote and shall result in summarily dismissal of the financial bid, even though the agency is otherwise technically qualified, as per Government instructions and rules.

D. Corrupt/Fraudulent/Anti-Competitive, Coercive Activities leading to rejection.

IIT Delhi requires that the bidders and Agency observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy, the following are defined:

- “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
- “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of contract;
- “Anti-competitive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of purchaser, designed to establish bid prices at artificial, non-competitive levels; and
- “Coercive practice: means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of contract.

IIT Delhi will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, anti-competitive or coercive practices in competing for the contract in question. In this regard, the Decision of Director, IIT Delhi shall be final and binding.

3. Responsiveness, Qualifications and Evaluation of the Bids

(1) Stage 1

Minimum Requirement for Responsiveness and Evaluation of Technical bids

E-Envelop 1 containing the technical proposal will be opened and at first, the responsiveness of the proposals will be assessed. Only those Agencies satisfying

ALL of the Minimum Requirements for their being considered responsive as mentioned later in this section and providing the indicated information and documentary evidence for the purpose will be considered responsive and evaluated for their technical proposals. Technical proposal of those bidders who are found to be non-responsive will not be evaluated.

Evaluation of the Technical Proposals. The Technical proposals will be evaluated as per the method laid down in this notice. **Only the Agencies who score a minimum of 75 marks out of 100 on their technical proposal will be evaluated on their financial proposal.** Financial proposals by bidding agencies who fail to score this minimum on technical proposal, will not be opened.

(2) Stage 2

Financial Bids

The Financial bids of only those bidders will be opened who qualify the minimum criteria in their Technical Proposal as indicated above, and the lowest Bidder in the Financial Proposal will be identified. The work will be awarded to the identified Lowest bidder.

In case two or more agencies are found to have quoted the same lowest rate of Administrative service charges in their financial proposal, the work shall be awarded to that lowest bidder who has scored highest marks in technical evaluation at Stage 1. If it is found that two or more such bidders have same marks even in the said technical evaluation, the work shall be awarded to the agency with the highest value of financial turnover, averaged over the financial years 2021-22,2022-23 and 2023-24, in terms of the audited accounts for those years.

3.1 Minimum requirements to be satisfied by the bidding Agency for its being considered responsive and for its Technical Proposal to be evaluated.

Before uploading the bid documents, all documents/attachments must be collected at one place and given running page numbers. Any document uploaded without a page number will not be considered in this process. Two or more pages with same number will also be all summarily rejected. No request in this regard at any stage will be entertained.

Submission of such required information/document in the required proforma and format with alphabetical markings and page numbering, as per this NIT, is in itself one of the minimum requirements and therefore if a bidder agency fails in this regard, its technical proposal will NOT be evaluated, and the agency will not proceed further in the process. Therefore, while submitting the bids, the interested Outsourcing Agencies MUST ensure to furnish all the evidence/affidavits/undertaking/documents/information as per requirement of this notice. It must also be ensured that the content of the required documents being submitted are clearly visible and no part of the document is truncated and/or omitted.

A substantially responsive bid is one which conforms to ALL terms and conditions of the bid documents without material deviations. The following deviations, without being exhaustive, will be deemed material deviations: (1) non-submission of appropriate EMD/Bid Security (2) Bid-validity period less than that stipulated in this tender document IITDs determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic

evidence. A bid determined as substantially non responsive will be rejected by IITD and shall not be considered beyond tender opening stage by correction of the nonconformity.

IITD may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

No claim whatsoever in respect of these minimum requirement criteria will be entertained unless supported by due submission of the documents indicated for the purpose of these minimum requirements in this notice (Please refer Annexure-II).

Minimum requirements for responsiveness:

- I. The Agency should be registered with Goods and Service Tax Department.
- II. The Agency should have PAN No. against their name.
- III. The Agency must have Provident Fund Account No. in their name.
- IV. 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
- V. The Agency must be registered under Companies Act, 1956.
- VI. The Agency must have ESI No. in their name.
- VII. The Agency should have an office in Delhi/NCR.
- VIII. The Agency should be in the business of providing outsourced staff service of at least a total of 1000 persons per day for at least last three consecutive years (2021-2022, 2022-2023 & 2023-2024) in its own name. These figures will be reckoned as on 31 March of the respective Financial Years. EPF Challans alongwith corresponding Payment Confirmation Receipts issued by EPFO for the ending month of the Financial Years 2021-2022, 2022-2023 & 2023-2024 to be attached
- IX. The Average Annual turnover of the agency during last three consecutive financial years (2021-2022, 2022-2023 & 2023-2024) should not be less than Rupees Fourty Five Crores per year and in any of these years it should NOT be less than Rupees Thirty Crore.
- X. The above criteria of prior turnover and prior experience will not apply to bidders eligible under Ministry of Finance OM F.20/2/2014-PPD dated 27 July, 2017, OM No .F .20/2 /20 14-PPD(Pt.) dated 20 Sept, 2016 and OM No. F.20/2/2014-PPD(Pl.) date25 July, 2016 as amended from time to time. However, this shall be subject to the bidder providing necessary certificate from The National Small Industries Corporation Limited (NSIC) or Ministry of MSME evidencing their eligibility for this purpose.
- XI. The Agency is not banned/suspend/blacklisted/De-Listed/Debarred by Ministry of Education on the last date of bidding under this NIT. The Agency is also not banned/suspend/blacklisted/De-Listed/Debarred by DoE/any Department/Ministry of the Government of India across all Ministries/Departments on the last date of

bidding under this NIT. Self-declaration in the prescribed proforma on a Stamp paper is mandatory.

- XII. The agency should also not be under any ineligibility by any Authority including Central Government, State Government, Tribunal, Courts etc. (A self certification to this effect must be submitted) for the purpose of this contract
- XIII. The Agency should not have any criminal case pending against them or any of its Directors or should not have been convicted on grounds of moral turpitude or for violation of laws in force (A self-certification to this effect must be submitted).
- XIV. The Agency should have a valid ISO9001-2015/2018 certification at the time of submission of bid. Further it shall be the responsibility of the selected agency to keep the certification valid for the currency of the contract.
- XV. 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).
- XVI. Integrity Pact and Integrity agreement have to be signed by the bidding agencies.
- XVII. Annexure must be signed and stamped by the Agency through its authorized signatory.
- XVIII. Conditional bids will not be accepted under any circumstances.
- XIX. Earnest Money Deposit (EMD/Bid Security) of Rs 01.01 Crore only (One Crore One Lakh only/-), to be paid online only, be mandatorily deposited along with UTR No. and/or Reference number alongwith Transaction date for proof of deposition.
- XX. The agency failing to satisfy any of the above criteria will NOT be evaluated further

3.2 Method for Evaluation of Technical Proposal (T)

The technical proposals will be evaluated, and marks given to them according to the parameters mentioned in **Table-III** below. The bidding agencies who fail to score the minimum stipulated marks of 75 will be rejected at this stage and will not proceed further in the process

Table-III. The technical parameters, considering a total maximum possible mark of 100, are bifurcated below:

	Evaluation Parameter	Max Marks	Method of/Parameters for marks allocation	Proof Required to be submitted
1.	Presentation on Agencies' capabilities and approach to managing the outsourcing of staff	30	The following metrics will be considered: (i) IT and Training infrastructure to support outsourced staff objectives (ii) Capability to meet outsourced staff requirements	The hard copy of the PPT be submitted at the time of presentation Each of the Matrix should be clearly and separately

			<p>(iii) Plan of action in fulfilling of demand for each role</p> <p>(iv) Understanding of IIT Delhi requirement</p> <p>(v) Experience in handling Statutory schemes/compliances/ Labour Laws. These include, though not restricted to, Maternity benefits, Compensations for disabilities, ESI, EPF etc.)</p> <p>(vi) Other segments where the agency is operating and percentage of share of revenue of those operations.</p>	<p>included in the PPT. Each Matrix should start with a separate slide indicating the Matrix. If nothing is being claimed under a Matrix, it should be clearly stated. In the absence of this, it will be considered that the agency does not claim any credit for that matrix.</p> <p>Wherever applicable, documentary evidence for a claim must be included and submitted along with the PPT.</p>
2.	Outsourced staff placement	15	<p>Total Annual Outsourced staff on Outsourcing Agencies payroll for the last three consecutive years, as at the end of that Financial Year (2021-2022, 2022-2023 & 2023-2024), as on Bid Submission Date</p> <p>(i) > 2000 (5 x3 marks) (ii) Between 1001-2000 (3x3 marks) (iii) Up to 1000 (2x3 marks)</p>	<p>Evidence to be submitted: EPF Challan indicating clearly the number of outsourced staff, along with the list of employees, submitted to EPFO for the ending month of Financial Year(s) (2021-2022, 2022-2023 & 2023-2024)</p>
3.	Financial Capacity	15	<p>Average of Annual growth in turnover for last three consecutive financial years (2021-2022, 2022-2023 & 2023-2024):</p>	<p>Applicants must provide audited financial statements</p>

			<p>(i) Growth of more than 11% (15 Marks)</p> <p>(ii) Growth from more than 06% to 11% (10 marks)</p> <p>(iii) Growth upto (&including) 06%(05 marks)</p> <p>(iv) No growth or less than 0% growth (0 Marks)</p> <p>See Clarifications#</p>	<p>(Balance Sheet, P&L Statement etc.) for financial years (i.e. 2021-2022, 2022-2023 & 2023-2024)</p>
4.	<p>Experience with PSUs/PSBs/Govt. Organisations/ Central or State Government Academic Institutes/CFTIs</p>	15	<p>Number of staff outsourcing projects undertaken by the agency in the immediately preceding 03 years (2021-2022, 2022-2023 & 2023-2024)with PSUs/PSBs/Govt. Organisations/ Central or State Government Academic Institutes/CFTIs</p> <p>(i) ≥ 5 (15 marks) (ii) Between 2-4 (10 marks) (iii) 1 (5 marks)</p> <p>Clarifications*</p>	<p>Outsourcing Agencies must provide Performance Certificates issued by their existing/ previous clients. [Annexure-V]</p> <p>They must also provide a self-certificate in proforma (Annexure-V-1)</p> <p>No marks will be allotted without supporting documentary evidence.</p>
5.	<p>Years of operation</p>	10	<p>No. of years for which Outsourcing Agency has been providing outsourced staff services:</p>	<p>A copy of Work Orders issued by Outsourcing Agent's Clients for each year of operation</p>

			<p>3 to 10 marks using a linear scale with reference to the number of years in operation.</p> <p>Illustration: (1) Agency with Years of operation as defined above, of 3 years, 6 years, 9 years, 10 years or more will get 3, 6, 9, and 10 marks, respectively.</p> <p>Clarifications**</p>	<p>claimed be attached along with performance review/extension letter as applicable. (Ref Annexure-II)</p> <p>And</p> <p>A copy of Certificate of Incorporation along with Memorandum of Association and Article of Association, indicating business in similar services.</p>
6.	Physical Inspection of the office and other relevant facilities of the Agency by the Institute.	15 (10+5)	<p>Interaction with the site personnel at various levels must be facilitated by the bidder.</p> <p>10 Marks: In house facilities for professional management of manpower outsourcing including general Infrastructure, IT Infrastructure and staff bench strength.</p> <p>05 Marks: Agencies Gender sensitivity, Diversity and sensitivity towards accessibility.</p>	

Clarifications#

1. Here average of annual growth means average growth of last three years i.e $5\% + 13\% + 9\% = 27/3 = 9\%$.
2. Also all calculations of average growth shall be upto 2 decimal places.

Clarifications*

3. Only such projects which successfully completed a period of at least 12 continuous months and under which, per working day, at least 100 staff (i.e 800 man hours) were outsourced/deployed by the agency shall qualify for this purpose. Therefore if on any working day less than 100 staff were deployed under the project, the project shall not qualify for this parameter. For e.g if during 24 hrs of a day, 55 staff were deployed in morning shift of 8 hrs and 45 staff were deployed for night shift, it shall construe as 100 staff (i.e 800 man hrs) and the project shall qualify for this parameter.
4. A partial calendar month at the starting or at end of the project shall count as 01 month if the number of days of deployment by the agency was for more than or equal to 15 days for that month.
5. A project awarded against one tender is a single project. E.g a contract awarded against a tender for 3 years is one single project (even if subject to annual appraisal). But a project awarded for one year against one tender and then again awarded against separate tenders on two more occasions during next 2 years are 03 projects
6. The Company must have their corporate presence in NCR. It shall be the responsibility of the bidders to establish the fact to the satisfaction of the Institute by providing necessary evidence.

Clarifications **

7. The first year of operation shall be the Financial Year in which a work was awarded if such work order was issued before or on the 30th September of that Financial Year. If it is issued after 30th September, then the first year of operation shall be the next Financial Year.
8. The year of operation shall not be before the incorporation Any work order issued prior to such incorporation etc. shall NOT be counted for the purpose of evaluation and the bid shall be evaluated as if no claim has been made by the bidder on this technical parameter. The bidding agencies must carefully examine their claims and supporting documents in this regard. No request for relaxation, exemption, resubmission or documents etc. shall be considered in this regard.
9. The length of years of operation shall be counted with reference to the first year as cited above and till 31 March, 2024. Accordingly, an agency which produces admissible evidentiary work order issued in August 2022 or November 2022 then it shall have a length of 02 years or 01 years, as the case may be, but if that work order was issued in November, 2023, the length shall be NIL.

3.3 Illustration

Let us consider the following scenario of various Outsourcing Agencies:

1) Agency ABC, with a registered office in Delhi, has an average of growth in annual turnover during the last 3 financial years is 9% and a placement record of (1500, 1000, 2001 for 1st, 2nd and 3rd years) personnel in the same period. The company has been in the outsourcing staff placement business for the last 12 years. And it did 7 projects for PSUs/PSBs/Govt. Organisations/ Central or State Government Academic Institutes/CFTIs during last 3 years. Out of these 5 projects completed 1 year and 2 completed less than a year. Out of these 5 projects, 4 projects involved deployment of more than 100 staff as cited above. 25 out of 30 marks are obtained in the presentation given before the Selection Committee and obtains 10 marks in physical inspection.

2) Agency PQR has an average of annual growth in turnover during the last 3 financial years of 6% and placed 2500, 2200, 2900 personnel during last three years, respectively. The company has been providing outsourcing staff personnel to Government client's for 5 years, with their office registered in Delhi. And it did 6 projects for PSUs/PSBs/Govt. Organisations/ Central or State Government Academic Institutes/CFTIs and all of them were for more than 1 years and involved deployment of more than 100 outsourced staff. It obtains 10 marks in the presentation given before the Selection Committee and obtains 5 marks in physical inspection.

3) Agency XYZ has an established office in Delhi with an average growth in annual turnover during the last 3 financial years of 22% and a placement record of 450, 1000, 2100 personnel during the last 3 years respectively. The company has been in the outsourcing staff placement business for the last 8 years serving several Private companies and Academic Institutes. And it did 17 projects for PSUs/PSBs/Govt. Organisations/ Central or State Government Academic Institutes/CFTIs out of which only 03 projects continued for more than 1 year and also involved deployment of more than 100 staff as cited above. It is able to secure 20 marks out of 30 in the presentation offered before the Selection Committee and obtained 13 marks in physical inspection.

The total scores obtained by the companies out of 100, as per criteria mentioned in the table above, will be as below:

#1	#2	#3	#4		
	Evaluation Parameter	Max Marks	Marks Obtained by		
			Agency ABC	Agency PQR	Agency XYZ
1.	Presentation on Agencies' capabilities and approach to managing the outsourcing of staff	30	26	10	21

2.	Outsourced staff placement	15	10 (3+2+5)	15 (5+5+5)	09 (2+2+5)
3.	Financial Capacity	15	10	10	15
4.	Experience with PSUs/PSBs/Govt. Organisations/ Central or State Government Academic Institutes/CFTIs	15	10	15	10
5.	Years of operation	10	10	05	08
6.	Physical Inspection	15	10	05	13
Marks		100	76	60	76

The financial proposal of only those bidders will be opened and evaluated who score a minimum of 75 in the Technical proposal evaluation. Therefore, Financial Proposal of only ABC and XYZ will be opened.

Situation1: Suppose. 5% & 3% have been quoted as Administrative Service Charges by ABC and XYZ then, XYZ being the lowest bidder will be the winning agency.

Situation2: Suppose. 5% & 5% have been quoted as Administrative Service Charges by ABC as well as XYZ then, the agency having scored higher in Technical evaluation will be the winning agency. But in this case, both ABC and XYZ scored equal even in Technical Evaluation, therefore the Average of financial turnover for the three years i.e 2021-22, 2022-23, 2023-24 will be calculated for both ABC and XYZ. The agency who has higher average turnover will be the winning agency.

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 the Contract

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

5.1 The Agency shall mean the Agency/Firm/Company awarded this Contract.

5.2 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.

5.2.1 Period of Contract, manpower requirement etc.

Initially the contract will be awarded for a period of 02 years. After the period of 02 years, the contract can be further extended by the Institute, for one more year, on continuing Terms and Conditions, subject to the performance of the agency and its compliance with the Terms and Conditions of the agreement being assessed and found satisfactory by the Institute; and the need of the Institute.

To start with, total number of personnel required is expected to be around 500 per day. The number may increase or decrease as per requirement even after the award of the contract.

The date of award of contract/execution of agreement shall be the date on which the agreement on the Stamp paper stated above is signed by the agency as well as the Institute.

The date of Commencement of work shall be the date on which the agency first deploys a staff under the said agreement in the Institute, as required by the Institute.

The date of Completion of work shall be the same as the date on which the Contract completes/expires/is terminated.

The initial period of 02 years of contract shall be counted with effect from the date of commencement of work by the agency. Periods of subsequent extensions will be, then counted accordingly.

5.3 Execution of Contract & Performance security etc.

IIT Delhi shall make an offer of Intent to the successful Outsourcing Agency indicating the terms and conditions of the agreement.

The agency shall accept the terms and conditions within the period specified in the letter of intent and sign the contract on the Terms and Conditions conveyed to it in the letter of intent on a Rs. 100/- non-judicial stamp paper. The said stamp paper will be arranged, and its cost borne, by the Outsourcing Agency for execution of agreement.

On the receipt of the so signed agreement from the agency, the Institute shall issue a letter awarding the Contract to the agency along with a copy of the contract signed by the Institute.

The successful Agency shall have to remit within five working days of award of contract, a Performance Security in the form of a Bank guarantee from a nationalized bank of an amount equal to 5% of the Contract Value for the first two years. The Performance

Security 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 and conditions by the agency on a suo motto basis. 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. 1/2/2023-PPD dated 29/12/2023 and 01/01/2024)
(https://doe.gov.in/files/whats_new_documents/Amendment_in_General_Financial_Rules_2017_Rule_171_i_Performance_Security_Regarding_2.pdf)

In the event of breach of this contract, 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.

5.4 The Selected Agency shall:

- a) The Outsourcing Agency shall obtain the required license from the appropriate licensing authority(ies) of respective Department/Circles/Division/Other units before deployment of personnel in IIT Delhi and provide a copy of the same to the Institute without fail. The agency shall ensure that the license is kept valid for the entire duration of the agreement without fail on a suo-motto basis, without any request or reminder being made by the Institute in this regard. No charges towards this will be borne by the Institute. Failure to comply with this requirement shall be the sole responsibility of the agency and any liability arising out of such failure, financial or otherwise, shall be borne by the agency and not by the Institute.
- b) The license obtained by the agency for work under this agreement shall be properly and adequately displayed in the Institute at all necessary location(s) as per requirement of various laws and rules applicable. They may obtain necessary permission for utilizing the said location (i.e wall/display etc.) from the Institute but then the agency shall ensure appropriately displaying the required documents on a suo motto basis.
- c) It shall be the sole responsibility of the agency to maintain all Notices, Registers and Records under Chapter VI and VII of the Contract Labour (Regulation and Abolition) Central Rules, 1971 (including A, B,C & D, Register of wages etc.), as amended from time to time and as applicable to the work under this agreement, and keep them updated at all times. These include, but are not restricted to, those under Rule 71, 75, 78, 79, 80 and 81 of the said Rules of 1971 as amended from time to time. Any failure on the part of the agency in this regard and consequent liability/proceeding as a result of such failure, shall entirely be that of the agency which shall bear all charges, whatsoever, that the Institute, or any of the Institute employee faces, as a result of such failure.
- d) It shall be the responsibility of the agency to make and maintain the Register of wages in the prescribed format and obtain the verifications from the representative

of the Institute authorized for this purpose on regular basis under Rule 73 of the Contract Labour (Regulation and Abolition) Central Rules, 1971. For enabling the representative to effectively function in the matter, agency shall provide all assistance, documents and information as required by the representative.

- e) Enter all details of Outsourced staff against each post in the Web based application ERP software of IIT Delhi.
- f) The agency shall obtain monthly attendance in respect of each of its employee deployed on Outsource basis in the Institute from the department where they are deployed. The attendance must be in the format to be provided by the Institute and should be got signed and stamped from the HoD concerned by the agency. This, along with a consolidated employee wise attendance sheet in the Institute format must be submitted by the agency to the Institute along with the salary bill etc. No bills shall be accepted without these documents.

Failure of the agency in obtaining attendance, as prescribed above, for any of their employee deployed in the Institute, for any reason whatsoever, shall not constitute a valid reason for any delay in payment of salary to their such employees as per these terms and conditions. And delay in payment of salary, including such delays, shall constitute a violation of Terms and Conditions of the contract. Therefore, the agency must ensure that necessary action for this is initiated and completed well in advance and proactively to avoid any delay.

- g) 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.
- h) 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).
- i) The Institute may provide a desk to the so deputed official of the agency subject to the availability of such space. However, if such space could not be provided for any reason whatsoever, it shall not constitute a reason for unavailability of the agency representative as required above and the agency shall have to make their own arrangements for which no payment or reimbursement will be made by the Institute.
- j) 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.
- k) Since the outsource employees are the employees of the agency and not that of the Institute, the agency shall Issue employment card to each outsource staff deployed by it in the Institute under this agreement in Form-XII under Rule 76 of the Contract Labour (Regulation and Abolition) Central Rules, 1971 as amended from time to time and applicable. A copy of each card so issued must be suo motto submitted to the Institute within 5 working days of first deployment of Outsource staff in the Institute. Failing this, Institute may impose a penalty as deem fit by the competent authority of the Institute.

- l) Issue service certificate to each outsource staff deployed by it in the Institute under this agreement in Form-VIII under Rule 77 of the Contract Labour (Regulation and Abolition) Central Rules, 1971 as amended from time to time and as applicable. Since the outsource employees are not the employees of the Institute, no service certificate, experience certificate in any form or format shall be issued, or request for the same entertained or responded to, by the Institute to either the said outsource staff directly or through the agency. The correctness and genuineness of the information in certificates, as well as of the certificate itself, shall be the sole responsibility of the agency and the Institute shall in no case and under no circumstances verify or certify the same. However, The Institute shall reserve the right to all legal remedies available to it against the agency, its employees or its outsource employees, in case of a fraud, misuse, or other such activities, resulting from such certificate.
- m) Issue monthly salary slips to its employees indicating clearly the deductions made on account of Employees share of ESI/EPF & absence.
- n) Provide laminated photo Identity Cards to its outsourced employees deployed in the Institute. A copy of that card, duly authenticated by the agency should also be simultaneously submitted to the Institute by the agency.
- o) It shall be the sole responsibility of the agency to suo-moto get the ESI card issued to their eligible employees well within time.
- p) 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, e) ESI Act etc. It shall be the sole responsibility of the agency to comply with and provide and maintain all facilities under Chapter V of the Contract Labour (Regulation and Abolition) Central Rules, 1971 to its employees deployed under this agreement. Any failure in this regard shall be also the sole responsibility of the agency and any liability, whatsoever and of whatever nature, shall be borne by the agency and not by the Institute.
- q) No subcontracting by the agency for any work under this contract is permissible. No request in this regard will be entertained.
- r) In case the Institute needs and decides to investigate or Inquire into any matter of any nature 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.
- s) The 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.

5.5 Outsourced Staff requirement

The type of outsourced staff and monthly salary to be paid by the Agency to its employees deputed in the Institute under the outsourcing is mentioned in **Table-I**. The agency shall provide quality Staff as required by IIT Delhi against each designation.

Table-I. Details of Outsourced Manpower requirement.

Sl. No.	Designation**	Monthly Salary Package (Amount in Rupees)
1.	Engineer Level-III (EE) (OS)	91000
2.	Engineer Level –II (AE) (OS)	62000
3.	Engineers Level –I (JE) (OS)	48000
4.	Wellbeing Counsellor -Level-II (OS)	91000
5.	Wellbeing Counsellor Level-I (OS)	72000
6.	Designer-Level-IV (OS)	61000
7.	Designer-Level-III (OS)	48000
8.	Designer-Level-II (OS)	39000
9.	Designer-Level-I (OS)	30000
10	Consulting Architect (OS)	48000
11	Computer Programmer (OS)	48000
12	Sports Coach Level-I (OS)	39000
13	Sports Coach Level-II (OS)	58000
14	Sr. Office Assistant (OS)	34000
15	Jr. Office Assistant (OS)	31000
16	Executive (Technical) (OS)	48000
17	Executive (Admin.) (OS)	48000
18	Sr. Technical Assistant (OS)	39000
19	Jr. Technical Assistant (OS)	31000
20	Driver (OS)-I	27000
21	Driver (OS)-II	31000
22	Multi-Tasking Staff (MTS) (OS-Office)	24000
23	Multi-Tasking Staff (OS-Skills)	24000
24	Accountant-II (OS)	48000
25	Accountant-I (OS)	31000
26	Cook (OS)	31000
27	Nursing Orderly (OS)	31000
28	Guest House/Mess Assistant (OS)	40000
29	Library Assistant (OS)	40000
30	Translator (OS)	40000
31	Senior Executive -Level-I (OS)	91000
32	Senior Executive -Level-II (OS)	58000
33	Sr. Project Assistant (Admin/Tech.)- IRD	52000
34	Project Assistant (Admin/Tech.) –IRD	43000

35	Jr. Project Assistant (Admin/Tech.)-IRD	33000
36	Project Attendant-IRD	28000
37	Jr. Project Attendant -IRD	25000
38	Engagement on any of the above on Part time basis shall be so designated. E.eg. Sports Coach (Part time) (OS)	Defined later in this document

** OS Represents that these are Outsourced manpower deployed at IITD and their employer is the Agency and not IIT Delhi. IRD Represents that these are Outsourced manpower deployed at Industrial Research and Development Unit (IRD) and their employer is the Agency and neither IRD nor IIT Delhi

Table-II Educational Qualifications required for Institute Outsourced manpower

Sl. No.	Designation	Qualification & Experience
1.	Engineers Level –I (JE) (OS)	Bachelor's Degree or equivalent in Engineering from a recognized university/Institute plus 02 years of relevant experience and specialization as required.
2.	Engineer Level –II (AE) Horticulture profile included. (OS)	Bachelor's Degree or equivalent in Engineering from a recognized university/Institute plus 06 years of relevant experience and specialization as required.
3.	Engineer Level-III (EE) (OS)	(i) Master's Degree or equivalent in Engineering from a recognized university/ Institute and at least 08 years' experience in relevant field. OR Bachelor's Degree or equivalent in Engineering from a recognized university/ Institute and at least 10 years' experience in relevant field.
4.	Wellbeing Counsellor Level-1 (OS)	Post Graduation and Graduation in Psychology from a recognized University / Institute. AND 05 years' experience of Counselling which includes Clinical experience in a Mental Health Centre and experience as a full time Counsellor, preferably in an Educational/ Counselling Centre.
5.	Wellbeing Counsellor Level-2 (OS)	Ph.D. with master's in psychology from a recognized University / Institute and 09 years' experience of Counselling which

Sl. No.	Designation	Qualification & Experience
		<p>includes Clinical experience in a Mental Health Centre and experience as a full time Counsellor, preferably in an Educational/ Counselling Centre.</p> <p style="text-align: center;">OR</p> <p>In case of M.A /M.Phil. essential requirement of at least 11 years of relevant experience as above.</p>
6.	Designer (OS)	<p>There shall be 4 levels. Level 1 to Level 4.</p> <p>Level-4: Graduation + 8 years of relevant experience</p> <p>Level-3: Graduation + 4 years relevant experience (or) Diploma + 8 years of relevant experience</p> <p>Level-2: Graduation +1-year relevant experience (or) Diploma +4 years of relevant experience</p> <p>Level-1: Graduation (or) Diploma + 1 year of relevant experience. Graduation/Diploma should be in relevant filed (as per Institute requirement) including but not limited to Commercial/Graphics/Prototype (Mech., Electrical, Soft), Digital, Emerging Tech and Programmes, Art/Craft, Exhibition, Publication, Industrial, VR, AR, Mixed Reality or Haptis etc. Experience, as stated above, shall also be in relevant field.</p>
7.	Consulting Architect (OS)	<p>Degree in Architecture from a recognized university/Institution; and Should be registered as an Architect with the Council of Architecture under Architects Act, 1972; and Should have at least 02 years' experience as architect preferably with Government organisation/PSUs/Autonomous bodies/Nationalised Banks.</p>
8.	Computer Programmer (OS)	<p>Master's Degree or BE/BTech in Computer Applications/Computer Science / Information Technology/other relevant field from a recognized University / Institute.</p>

Sl. No.	Designation	Qualification & Experience
		<p style="text-align: center;">AND</p> <p>Three years post qualification experience including but not limited to (a) Dot Net framework or JAVA framework or PHP framework (b) Designing the application system along with development of testing modules. (The specification of framework/areas may change as per requirement of the Institute).</p>
9.	Sports Coach (OS)	<p>(a) For Level-I a) Diploma in coaching from SAI / NS-NIS or from any recognized Indian / Foreign University/Institute, or</p> <p>(b) For Level-II Satisfying the above criteria but having additional relevant capabilities/demonstrable experience and excellence found to be necessary for the purpose of coaching in the Institute.</p>
10.	Sr. Office Assistant (OS)	Graduate from a recognized university, preferably, with Diploma in Computer Applications/Office Management. and Five years relevant experience in an organization of repute.
11.	Jr. Office Assistant (OS)	Graduate from a recognized university, preferably with Diploma in Computer Applications/Office Management/Secretarial Practice. specific cases, Institute may require Jr. Office Assistants with additional skills of a Stenographer i.e taking dictations in shorthand and excellent typing skills on Computers)
12.	Executive(Technical) (OS)	Science Graduate from a recognized university and 10 years relevant experience in an organization of repute.
13.	Executive(Admin.) (OS)	Graduate from a recognized university and 10 years relevant experience in an organization of repute.
14.	Sr. Technical Assistant (OS)	<p>Science Graduate from a recognized university, and five years relevant experience in an organization of repute.</p> <p>For Sr. Technical Assistant (Audio Visual/Virtual Platforms): Educational Qualifications: (1) BE/B Tech from a recognized university and Five years relevant experience in AV Management.</p> <p style="text-align: center;">Or</p> <p>Diploma, ITI (Electronics) certification with at</p>

Sl. No.	Designation	Qualification & Experience
		least 8 years of relevant experience in an organization of repute in the area of AV Management.
15.	Jr. Technical Assistant (OS)	Science graduate (in relevant basic science/technical field)/BCA/ 10+2 with Engineering Diploma
16.	Driver (OS)-I Driver (OS)-II	Driver (OS)-I Sr. Secondary (10+2) pass from the recognized Board and having Driving License of and light duty vehicles with 03 years of driving and maintenance experience. OR 10+2 and ITI of 02 years duration course from the recognized Board and having license for light duty vehicles with 02 years of relevant experience. Driver (OS)-II All of the above but having Driving License of both i.e Light and Heavy duty vehicle. The lengths of experience shall also remain same as above, but shall be with Heavy Vehicle.
17.	Multi-Tasking Staff (OS-Office)	Matriculation/Secondary School from a recognized Board. Should have basic working knowledge of computer, focussing mainly on MS Office.
18.	Multi-Tasking Staff (OS-Skills)	Matriculation/Secondary School from a recognized Board. Experience, of upto 2 years, demonstrating skills required for specific job profiles like Book binder, Masalchi, Bearer, Aya etc. This shall also include helpers to be deployed in Institute vehicle.
19.	Accountant-II (OS)	M.Com. or equivalent qualification from recognized university with 01-year relevant experience OR B.Com. or equivalent qualification from recognized university with 09-year relevant experience And Knowledge of Accounting Software like Tally, Pay Roll Accounting, e-TDS.
20.	Accountant -I (OS)	1. B. Com or equivalent qualification from recognized university 2. Proficiency in Accounting Software like Tally, Pay Roll Accounting, e-TDS etc.

Sl. No.	Designation	Qualification & Experience
21.	Cook (OS)	Matriculation/Secondary School pass with minimum of 03 years' experience as a Cook in a Student Hostel Mess/ Lunch Club/ Guest House of a reputed organization. Preferably the person should have completed a cookery course.
22.	Nursing orderly (OS)	Intermediate (10+2 with science). Elementary knowledge of First Aid supported by a valid certificate issued by a recognized organization/ Association with two years working experience in a reputed Govt. approved/Registered Nursing Home/Hospital
23.	Guest House/Mess Assistant (OS)	Degree in Hotel Management or equivalent from a recognized University/institute with at least 02 years' experience in hotel/hostels of Educational Institutes/Guest Houses of PSUs/Government organisations.
24.	Library Assistant (OS)	M.Lib/MLISc or equivalent from recognized University/Institute OR Master's degree in arts/science/commerce or any other discipline and B.Lib.Sc/BLISc from recognized University/institute and At least 01 year of relevant experience in a reputed library
25.	Translator (OS)	Master's degree of a recognized University and Recognized Diploma or Certificate course in translation from Hindi to English & vice versa or two years' experience of translation work from Hindi to English and vice versa in an organization of repute.
26.	Senior Executive (OS) Level-I And Level-II	Level-II Master's Degree in relevant area and Demonstrable and relevant professional experience of at least 12 years in an organization of repute in the relevant field Level-I Educational qualification as for Senior Executive (OS)-II with relevant professional experience of at least 08 years in an organization of repute in the relevant field

Sl. No.	Designation	Qualification & Experience
27.	Sr. Project Assistant (Admin/Tech.)-IRD	<p>Admin: Graduate Degree In Arts/ Science/ Commerce or Business Management. At least 5 years' experience in the actual conduct of meetings/examinations and/or adequate experience of supervisory work at Jr. Superintendent level in a Govt. office or in educational Institution or in business organization of repute. Desirable: Knowledge of Office Procedures, rules & regulations generally operative in Govt. office or in Educational Institutions including experience in handling work in connection with meetings & conferences. Working knowledge of computer. In case of Accounting / Audit / Cash: Graduate of a recognized,; University Sufficient knowledge of fundamental & Supp. Rules. Account Code. G.F. Rules, Rules of Central Govt., has passed an accounting exam such as subordinate accounts service, costing, etc.</p> <p>Tech. : B Tech/ B.E. / AMIE or equivalent OR Technical Diploma (3 years duration)/ Graduate Degree in appropriate discipline with 5 years relevant work experience. In exceptional cases ITUI (2 years duration) with 11 years of work experience in relevant filed may also be considered.</p>
28.	Project Assistant (Admin/Tech.)-IRD	<p>Admin Graduate degree with 2 years' work experience as Sr Assistant or equivalent post/scale In case of Accounting/Audit/Cash: Graduate degree preferably Commerce with 2 years' work experience as UDC or equivalent post/scale. In case of Stores/Stock Verification: Graduate degree with 2 years relevant work experience of Stores/Stock verification at the level of Sr. Assistant or equivalent post/scale.</p> <p>Tech; Diploma (3 years duration) /Graduate Degree in appropriate discipline with 2 years relevant work experience in relevant field. OR ITI (2 years duration) in relevant field with 8 years relevant work experience.</p>

Sl. No.	Designation	Qualification & Experience
29.	Jr. Project Assistant (Admn/Techn)-IRD	<p>Admin . i) Graduate Degree/Diploma (three years) in)- Knowledge of Office Procedures, noting, drafting etc and dealing with correspondence. iii) Should have one year experience in one or more of the following: a) Est. & Admin. Matters b) Maintenance of accounts, priced stores ledgers, processing of bills c) Purchase of stores & Purchase Procedure d) Work connected with meetings, conference, Co-ordination e) Admissions & conduct of examinations f) Knowledge of computers.</p> <p>Tech. • Diploma (3 years duration)/Graduate Degree in appropriate discipline</p> <p>OR</p> <p>ITI (2 years duration) in relevant trade with 6 years relevant work experience.</p>
30.	Project Attendant-IRD	12th Class (10+2) passed.
31.	Jr. Project Attendant-IRD	10th Class Pass

5.5.1 Outsource Manpower of type other than mentioned explicitly in this Notice.

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 change as per the decision of the institute, if so required under any Labour Law as amended from time to time or as per any other statutory requirement or any such requirement as made mandatory on the Institute on the directions of the Government. However, it shall be the responsibility of the agency to bring to the notice of the Institute any such requirement in a timely manner. In case of the failure on the part of the agency to do so, its financial and other liabilities shall be on the agency and not the Institute.

5.6 Salary, Duty hours, Annual Enhancement, Maternity Leave, ESI, EPF/Tax etc.

The salary package as mentioned in Table-I above is for normal duty hours from 8:45 AM to 5:30 PM for 6 Days a Week. The duty hours could be different from this period subject to the condition of 8 hours per day of duty (excluding lunch hours) and 48 hours a 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. The Week for this para shall be the period of consecutive 7 days starting from a Monday and ending on a Sunday.

- a. The salary period shall be from 1st 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 7th 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, EPF, reimbursement towards Maternity leave) 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 payments to be made to an employee under Maternity Benefits Act, as amended from time to time, other than those exclusively specified to be reimbursed by the Institute in this document, 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, EPF and Maternity benefit, relevant para 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, if any, 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, even if deployed in the Institute under this, will have to be settled between them as per applicable Labour Laws.

- f. The payment of salary by the agency to its employees shall be made by online mode.
- g. The salary payment will be released by the agency to its employees before the submission of claim, with regard to that salary, to IIT Delhi.
- h. 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.

5.6.1 Salary calculations for outsourced employees

- (a) Monthly Salary (S): Monthly Salary is defined as the full monthly salary defined for each designation in the above table without affecting any deduction/reduction whatsoever, from time to time.
- (b) Net Salary (NS): Gross Salary- Statutory deductions permissible under this contract-overpayments in the past-fine/penalty.
- (c) Gross Salary (GS) per month will be calculated as under:

If the monthly 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 Gross Salary for that month shall be:

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

Clarifications:

(1) 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

(2) 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 or (3) Saturday, if Saturday is a closed holiday for a department/unit as a usual rule. However, for such department/unit it shall be an absent day if the outsourced staff has been, verbally or in writing, asked to attend duty, but he/she fails to attend/does not attend.

(3) 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 Rs 31000. If there are total 31 days with 5 Sundays and they absent themselves on 0, 1, 25 and 26 days, their Gross salary (GS) calculations will be as follows:

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

(1) $31000-31000/26 \times 0=31,000/-$ =GS

- (2) $31000 - 31000 \times (1/26) = 29807.69 = (\text{GS})$
 (3) $31000 - 31000 \times (25/26) = \text{Rs } 1192.308 = (\text{GS})$
 (4) $31000 - 31000 \times (26/26) = 00.00 = (\text{GS})$

Illustration 2. There are three employees 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 Gross salary(GS) calculations will be as follows:

Salary Per Day = $31000/27 = \text{Rs } 1148.148/-$

1. $31000 - 31000/27 \times 0 = 31,000/- (\text{GS})$
2. $31000 - 31000 \times (1/27) = 29851.85/- (\text{GS})$
3. $31000 - 31000 \times (25/27) = \text{Rs } 2296.296/- (\text{GS})$
4. $31000 - 31000 \times (26/27) = \text{Rs } 1148.148/- (\text{GS})$
5. $31000 - 31000 \times (27/27) = 00.00 (\text{GS})$

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 Gross Salary(GS) for that month will be:

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

(d) Maternity Leave:

The Outsourced staff is not an employee of the Institute but that of the agency. Therefore, all the Maternity benefits, Bonus etc., shall be paid by the agency to their woman employee deployed in the Institute on outsourcing basis under this contract as per MATERNITY BENEFIT ACT, 1961 as amended from time to time and no reimbursement in this regard shall be made by the Institute except to the extent specifically provided in this contract. This benefit shall not be refused/declined by the agency on the grounds that such employees has not worked in any of their establishment for a minimum number of days during the period immediately preceding the date of her expected delivery as per the said Act if the employee has worked for the required number of days during the required period, as per the said Act, in the Institute.

However, the Institute shall reimburse the agency in this regard, an amount only equal to monthly salary admissible to their staff deployed in the Institute who proceeds on Maternity Leave, had she not been absent on any day, for a period as required under the MATERNITY BENEFIT ACT, 1961 as amended from time to time. For this purpose, the monthly salary shall be the Monthly Salary (S) as defined above during which the employee of the agency proceeds on Maternity Leave. No other amount shall be paid or reimbursed by the Institute to the agency with reference to

the said Act under any circumstances and it shall be the responsibility of the agency to bear all such payments and liabilities.

For this purpose, the application for Maternity Leave shall be only forwarded to the agency by the Institute. It shall not be scrutinised for admissibility/eligibility by the Institute at this stage. It shall be for the agency to examine and satisfy that their applicant employee is eligible for the applied Maternity Leave as per the MATERNITY BENEFIT ACT, 1961 and convey the same to the Institute within 5 working days of such forwarding by the Institute. For the purpose of reimbursement, the agency will raise a request and bill, for reimbursement as cited above, with the Institute with complete papers including the application, medical and other certifications required as per the Act that their said employee was/is eligible for the said benefit under the said Act and that she has received all the benefits as per the Act. The reimbursement shall be done by the Institute when the Maternity Benefit has been fully paid by the agency to its employee and the claim, along with the documents of evidence provided by the agency, are found to be satisfactory by the Institute. It shall not be made in either advance or on a monthly basis. The Institute shall be within its right to decline the reimbursement if the agency is not able to prove the eligibility or their claim is not found to be in order or supported by necessary documentation etc.. In such case, the entire financial and other liabilities in the matter shall rest with the agency.

It is hereby reiterated that the Outsourced staff is not an employee of the Institute but that of the agency, therefore the timely discharge of all duties/responsibilities/liabilities arising as an employer under any Law/Rule/Regulation in respect of the staff deployed on outsourcing basis under this contract at the Institute, shall be that of the agency and NOT the Institute.

This provision of Maternity benefit reimbursement shall not be applicable in respect of Part time engagement and in such cases the entire payment and other liabilities shall be borne by the agency as per applicable Labour Laws and Statutory requirements.

5.6.2 Salary for Part-time engagement

The Institute may also require the services of a staff for a period less than a full month, each month (i.e less than the total days in a month excluding Sat/Sun). For example in a Calendar Month having 31 days and 5 Sunday, the services are required only for 11 days and not 26 (31-05) working days. Such engagement is a “Part Time” engagement

Engagement in such cases shall be against above Designation but specifically suffixed with word “Part Time”. For example the designation “Sports Coach (Part time)” will be considered different from designation “Sports Coach”.

8.1 Salary Calculations: In such cases also the salary shall be paid on Monthly basis.

“Monthly Salary” for each Part Time employee shall be defined, calculated and fixed on prorata basis with reference to their counterpart designation from the above structure as follows:

- a. Monthly Salary: If an outsourced employee is required on part time basis, as per requirement placed by the Institute with the Agency, to attend office only on 15 days during a month and the monthly salary for his Designation ABC as per above structure is Z. Then irrespective of the total number of days or work days (i.e non Sundays), the Monthly Salary for that person with that designation ABC(Part time) will be fixed = $\{(15)/31\} \times Z$. This Monthly salary shall be specified in the request made by the Institute to the agency along with the number of days the employee would be engaged each month. The Agency must communicate the same appropriately to their employee before deployment at the Institute.
- b. Salary to be actually drawn each month.: If the person so engaged as ABC(Part time) attends duty only on 1, 5, 8 or 14 days out of 15 days stipulated during the month, she/he shall draw a sum of Rs. $\{Z/31\} \times \{1\}$, $\{Z/31\} \times \{5\}$, $\{Z/31\} \times \{8\}$ or $\{Z/31\} \times \{14\}$, respectively as his salary for the said month. The duty will be certified by controlling officer.
- c. From the above, it is clear that the Monthly Salary for two part time outsource employees on the same designation may differ depending upon the number of days they will be engaged per month as per their offer. Also that the salary drawn by a part time employee may be less than his/her Monthly salary as defined above, depending upon the number of days he/she actually performs the duty vis-à-vis his offer.

5.6.3 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 as indicated at S. No.1 of these Terms and Conditions, 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.

5.6.4 ESI/EPF/Tax etc (Part-time engagement with IITD):

IITD will also reimburse employers contribution towards ESI/EPF for the part time employees to the extent, statutorily required, in respect of their salary from the Institute. The Institute shall NOT be responsible for any such contribution for any of his/her assignment not offered explicitly under this notice/agreement. In case of any dispute for any such other assignment, IITD shall not be responsible in any way and it shall be the responsibility of the agency. No representation/request from agency/their employee shall be entertained by IITD. It shall be the sole responsibility of the agency to:

- (1) At the time of first engagement of such employee, before the employee joins, the agency shall
 - i. Provide the Institute with the exact amount of Employers contribution needed towards ESI/EPF on account of the salary for their services in IITD, which will need to be reimbursed by the Institute.
 - ii. Provide the Institute with the exact amount of Employee contribution

needed towards ESI/EPF on account of the salary for their services in IITD, which will be deducted from the salary of the employees.

- iii. The agency shall also provide necessary rules/laws documents evidencing the above two needs.
 - iv. The agency shall also obtain the undertaking, in the proforma at **Annexure-XVI** in two originals, from their part time employee, and submit one of them at IITD, before his/her joining the assignment at IIT Delhi.
- h. It is clearly understood that the agency shall provide satisfactory proof of the deposit of Employers and Employees contribution towards such employees with the relevant Government authorities as above with each bill to the Institute, without fail. Failing this the bill shall be considered as incomplete and may not be processed further during scrutiny.

5.6.5 Annual Enhancement

Monthly salary for each designation stated above shall automatically stand enhanced by 05% (rounded up to next hundred) over the salary of that designation for the previous year, on completion of each year of contract. This provision shall apply for full tenure of the Contract including the period of extension as indicated in this document.

Clarification: Such enhancement shall be in the salary attached with each designation and without any reference to the period of deployment of an outsourced staff in the Institute, who, in turn, shall automatically start to draw such enhanced salary w.e.f the date such enhancement becomes effective in the Institute. Kindly refer to the monthly salary package for each designation for each year in the table above.

The reason behind this provision is to pay salary sufficient for good livelihood of an outsourced employee of the agency deployed at IIT Delhi by taking into account possible increase in cost of living, work load, skills required etc. But at the same time the Outsource employees are not the employees of the Institute but that of the agency. Therefore, the said annual enhancement is not linked with the length of deployment of outsourced staff in the Institute.

5.7 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 along with the receipt thereof (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) Other documents as required by this contract in respect of Maternity Leave as specified in these terms and conditions (4) 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 (5) Attendance as required by this document; 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 only the following to the Agency in respect of their employees deputed in the Institute as outsource manpower:
- a. Salary (which already includes the Employee's share of EPF and ESI)
 - b. Employers share of ESI and EPF.
 - c. Applicable Taxes.
 - d. Salary for Maternity Leave as specified and limited to the extent in these Terms and Conditions
 - e. Administrative Service Charges as indicated in this NIT.

6. Quality of Staff, Status of employment of manpower, Absence from duty& Termination of services of deployed Manpower

6.1 Quality of Outsourced Manpower

- I. The benchmarks such as educational qualifications, professional qualifications, and experience have been mentioned in previous paragraphs (Table-II) in respect of the outsourced 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.
- II. The agency shall maintain a fair, transparent and accountable system of obtaining applications for various positions indicated above. The system must be maintained in a chronological manner. The system may be online, offline or hybrid.
- III. The agency will present at least 3 to 4 candidates, against each requisition of 01 outsourced requirement, 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. Subject to the above, the CVs forwarded should be in the chronological order of their receipt with the agency. 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 reasons 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.

- IV. 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 and a receipt obtained in this regard from 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.
- V. 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.
- VI. 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 bills 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.
- VII. Test of skills of outsourced staff prior to engagement:

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.

VIII. Minimum Requirement of Educational & Professional qualifications/ experience of the persons to be deployed by the agency:

The persons to be deployed by the agency should have the educational qualifications/ experience etc. mentioned against each designation in the (Table-II)

IX. Duties and Responsibilities

Duties and responsibilities of the outsourced staff shall include all official work assigned by the respective controlling officer.

6.2 Status of employment under outsourcing

- i. 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.
- ii. 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, experience certificate by the Institute to the deployed employee or to the Agency in respect of any of its employees.
- iii. 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, Contract Labour (Regulation & Abolition) Act, 1970 or other Labour Laws applicable. This also includes any claim of compensation, or interest thereon, for injury, temporary or permanent disability or death under any Law. However, all such liabilities shall be that of the outsourcing agency as the employer and therefore, all such claims shall be made by their employee deployed at IIT D only with the agency and that the Institute will not bear these liabilities for any reason whatsoever.
- iv. 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, except for the reimbursement in respect of Maternity Benefits Act, 1961 as explicitly mentioned in this document. 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.

- v. 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 Performance Security 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.

6.3 Termination of Services of deployed staff, Absenteeism 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, unauthorized use of Institute property/logo/insignia etc., safety and security, indiscipline, unauthorized creating/obtaining/possessing/propagating of any information/record/data/video/audio etc. in any manner relating to Institute, making direct representations to higher authority without exhausting the reporting hierarchy unless there is an emergent and unavoidable circumstance, misrepresenting oneself as an employee of IIT Delhi, 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/return 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.
- iii. 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 the Deptt./Unit) 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 a replacement (permanent or only for the said period) with a notice of 2 days. 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.

7. Termination of the contract

- i. The agreement can be terminated by either party by giving 180 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 180 days period shall count from that date (including that date).
- ii. In case of stipulated notice of 180 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 180 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 180 days notice in writing for termination of the Agreement then (i) a sum equal to 06 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 06 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 180 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 06 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 06 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 180 days' notice for termination of contract from the side of IITD shall not be applicable and this sub-section shall come into force.

Further also, 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 Performance Security Bank Guarantee will be invoked.

8. Penalties and Indemnification

- i. If the contractor withdraws or alters its bid during the bid validity period or fails to commence the work as per the award letter for the work, the provisions of EMD/Bid Security will come into force as per Rule 170 of GFR 2017
- ii. If the agency violates or omits or undertakes any deviation from any of the terms and conditions of this agreement or any applicable Labour Law, by

whatever title called, or commits any fault or the service is not to the entire satisfaction of officer/officers authorized by the Director, IIT Delhi, suitable action may be taken against the agency which may include, but may not be restricted to, simultaneously or separately, imposing a penalty leading to a deduction from the bill for a particular month or months or performance security, invoking the Performance security bank guarantee, forthwith termination of contract, subsequent disqualification for participation in any future tender in IIT Delhi and blacklisting/debarring of the outsourcing of agency.

- iii. Any complaint received from an employee in the Institute for non-issue of Photo Identity card, Employment card, Service Certificate will result in an automatic penalty of Rs. 100/- for each day of non-availability claimed by the employee if a copy of a 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. Further non-compliance of this provision for each type of card /certificate shall be considered separate non-compliance while imposing penalty. 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.
- iv. 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 Performance Security Bank Guarantee etc.
- v. 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.

- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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 Performance Security Bank Guarantee in case of failure of the agency in complying with any statutory requirement, terms of this agreement and/or applicable Law, by whatever name called, during the period of contract.
- x. 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 Performance Security Bank Guarantee or make deductions from the bills presented by the agency, in case it is required to protect the lawful rights of the outsourced

employees of 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.

- xi. 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.

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.

- xii. 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.

9. Settlement of Disputes

- i. 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.
- ii. 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.

- iii. 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 this contract.

10. Force Majeure

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
 - v. 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.

11. Amendment of Bid Documents

- i. 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 Agent, modify the bid documents by amendments.
- ii. 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 Agents.
- iii. In order to allow prospective Outsourcing Agents 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.

NOTE: A complete set of tender documents may be Download by prospective Outsourcing Agent free of cost from the website <http://eprocure.gov.in/eprocure/app>. Outsourcing Agent has to make payment of requisite fees (i.e. Tender fees (if any) and EMD/Bid Security) online through RTGS/NEFT only.

ANNEXURES

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

	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 07 th 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 it at IIT Delhi. It is clearly understood that the agency is the employer of the outsourced staff that will be deployed to IIT Delhi under this tender and that IIT Delhi is NOT the employer.	
7.	The agency will also ensure compliance to all 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) 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 is registered 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 has deployed at least 1000 persons per day on outsourcing basis for at least last three consecutive years (i.e. 2021-2022, 2022-2023, 2023-2024). These figures will be reckoned as on 31 March of the respective Financial Years (refer Annexure-II and Annexure-III)	
16.	The average Annual Turnover of the agency during the last three consecutive financial years (i.e. 2021-2022, 2022-2023, 2023-2024) was not less than Rupees Fourty Five Crore per year and in any of these years it was NOT less than Rs. Thirty Crore.	
17.	Performance Certificates issued by our existing reputed clients have been attached (Annexure V-2)	
18.	The Agency is not banned/suspend/blacklisted/De-Listed/Debarred by Ministry of Education on the last date of bidding under this NIT. The Agency is also not banned/suspend/blacklisted/De-Listed/Debarred by DoE/any Department/Ministry of the Government of India across all Ministries/Departments on the last date of bidding under this NIT.	
19.	The agency does not have any criminal case pending against us nor any of our Directors have been convicted on grounds of moral turpitude or for violation of laws inforce.	
20.	The agency will not demand any type of deposit (in any form) from the selected candidate.	
21.	The agency has a valid ISO 9001-2015/2018 certification in our own name.	
22.	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.	
23.	The agency has understood, signed and submitted all the information, documents, declarations, certifications, attachments as indicated in Annexure-II of this Notice	

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

(Signature of Authorized Person)

Place:

Name: _____

Date: _____

Designation: _____

Business Address: _____

Seal _____

COMPANY PROFORMA

Subject: Providing Outsourced Manpower Services on Purely Contact Basis.

The undersigned, having read and examined in detail the tender document in respect of providing outsourced Manpower on purely contract basis in IIT Delhi, do hereby express our interest to provide such services and hereby provide the following information and documents in the proforma provided (Attach a separate sheet where ever necessary):

The undersigned also understands that the documents required to be attached in the following table must be attached and marked strictly in the manner indicated in the following table only.

And that, if a document is required to be submitted under more than one serial numbers then that document must be submitted separately on each occasion. For e.g if Audited financial statement (Balance Sheet, Profit and Loss Statement, Cash Flow statement) for last three financial years is being attached wrt S. No. 14 as well as S. No. 22 of Annexure-II, then it must be attached twice and it must be clearly marked K-2 (on each page) for S. No. 14 and Q-1 (on each page) for S. No.22.

A document attached multiple times will be considered ONLY for the purpose(s) of S.No for which it is marked as per following table. Documents uploaded but not marked as follows will NOT be considered at all for any purpose. Further, if a document has more than 1 page, then only such pages will be taken into account which are marked as required.

And also that, before uploading the bid documents, all documents/attachments must be collected at one place and given running page numbers. Any document uploaded without a page number will not be taken into account in this process. Two or more pages with same number will also be ALL summarily rejected.

Agency must carefully observe the above requirement and ensure its compliance. No request in this regard at any stage, on any ground, will be entertained.

S.No	Information/document/undertaking/declaration/certificates to be provided along with the purpose etc.	Information to be provided and Documents/Attachments required (and their MARKING)

We had sufficient time and opportunity to go through and understand the requirements of this document. We also understand that these requirements are essential for a transparent and expeditious bidding and for avoiding any anomaly, confusion and delay.

Therefore, we have carefully observed the above requirements and ensured compliance and

1.	Name of the Company Registration Number Date of incorporation of the Company & (Incorporation Certificate to be attached) & Annexure-I (duly filled) to be Attached & Annexure-II (duly filled) to be Attached	Information to be provided in a separate sheet (in proforma at Annexure-X). The sheet to be attached and marked-A & Incorporation Certificate to be attached and marked B on each page & Annexure-I (duly filled) to be Attached and marked C on each page & Annexure-II (duly filled) to be Attached and marked-D on each page
2.	Website Address	Information to be attached in a separate sheet marked E
3.	Telephone (with STD Code)	
4.	Name, Designation, Contact number and Address (physical and email) of the person to whom all references shall be made regarding this tender	
5.	Number of Employees deployed on outsourcing by the company as on March 31, 2024 and as on Oct 31, 2024	
6.	Purpose: S. No.I, II of Minimum requirements as per Para 3.1 PAN, TAN GST Number	Information to be provided in a separate sheet (in proforma at Annexure-X). The sheet to be attached and marked-A
7.	Purpose: S. No.I, II of Minimum	Copy of required documents

	<p>requirements as per Para 3.1 Attach Attested copy of the following certificates:</p> <p>GST registration certificate; & Copy of PAN: & Copy of TAN & Copy of Latest GST return</p>	<p>to be attached and marked:</p> <p>F-1 on each page; & F-2 on each page; & F-3 on each page; & F-4 on each page;</p>
8.	<p>Purpose: S. No.III of Minimum requirements as per Para 3.1</p> <p>Employees' Provident Fund (EPF) Registration No. with EFPO Generated Challan for payment of EPF for the month of October, 2024 along with the corresponding Payment Confirmation Receipt (Copy to be attached)</p>	<p>Information to be provided in a separate sheet (in proforma at Annexure-X). The sheet to be attached and marked-A</p> <p>&</p> <p>EFPO Generated Challan for payment of EPF for the month of October, 2024 along with the corresponding Payment Confirmation Receipt (Copy to be attached) and marked G-1 on each page)</p>
9.	<p>Purpose: S.No.IV of Minimum requirements as per Para 3.1</p> <p>Attested copy of valid labor license, 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</p>	<p>To be provided in a separate sheet marked –H</p>
10.	<p>Purpose: S.No.V of Minimum requirements as per Para 3.1</p> <p>Certificate of registration under the Companies Act, 1956 as amended from time to time. (Copy to be attached). A copy of following to be attached: (1) Certificate of Incorporation; & (2) Memorandum of Association ; &</p>	<p>Copy to be attached and marked</p> <p>H-1 & H-2 & H-3</p>

	(3) Article of Association indicating business in similar services.	& H-4
11.	Purpose: S. No. VI of Minimum requirements as per Para 3.1 Employee' State Insurance Corporation (ESIC) Registration No. with ESIC issued Challan alongwith the corresponding Payment Confirmation Receipt for the month of October, 2024 (Copy to be attached)	Information to be provided in a separate sheet (in proforma at Annexure-X). The sheet to be attached and marked-A & ESIC issued Challan alongwith the corresponding Payment Confirmation Receipt for the month of October, 2024 - Copy to be attached and marked I-1 on each page)
12.	Purpose S. No. VII of Minimum requirements as per Para 3.1 The agency should have an office in Delhi/NCR	Copy of a recently issued and currently valid Address proof to be attached and marked J on each page)
13.	Purpose: S.No. VIII of the Minimum requirements under Para 3.1 i.e. Employees' Provident Fund Organisation (EPFO) Generated Challan for payment of EPF for the ending month of the Financial Years 2021-22, 2022-23, 2023-24 And Corresponding Payment Confirmation Receipts to be attached. The Challans & Receipt MUST clearly indicate the Total number of Employees./Subscribers. A Challan(s) without Receipt(s) or vice versa shall stand rejected.	(Copy to be attached and marked J-1 on each page)

it is certified that all Annexures and documents required have been attached exactly in the format required by IIT Delhi, given running page numbers and alphabetically marked as

14.	<p>Purpose: S.No. IX of Minimum requirements as per Para 3.1</p> <p>Annual Turnover from the business of providing outsourced staff (for the last three years i.e 2021-22, 2022-23, 2023-24, Certificate duly signed and verified by the Chartered Accountant).</p> <p>&</p> <p>Audited financial statements (Balance Sheet, Profit & Loss Statement, Cash Flow Statement) for last three consecutive financial years (i.e. 2021-22, 2022-23, 2023-24). (Copies to be attached)</p> <p>&</p> <p>A certificate in the proforma at Annexure-VIII to be attached.</p>	<p>Copy to be attached and marked K-1 on each page)</p> <p>&</p> <p>(Copy to be attached and marked as K-2 on each page)</p> <p>&</p> <p>(Copy to be attached and marked as K-3 on each page)</p>
15.	<p>Purpose: S. No. X of Minimum requirements as per Para 3.1</p> <p>Certificate issued by National Small Industries Corporation Limited (NSIC) or Ministry of MSME for claiming status of MSME and/or Startup for the purpose of relaxation in prior turnover and prior experience</p>	<p>Marked L on each page</p>
16.	<p>Purpose: S. No.XI , XII and XIII of Minimum requirements as per Para 3.1</p> <p>Declaration in Annexure-IV</p> <p>&</p> <p>Declaration about not being Banned/Suspended/Blacklisted/De listed/Debarred and about the Ineligibility by any authority and about Directors etc. in Proforma at Annexure-VI</p>	<p>Copy to be attached and marked L-1 on each page)</p> <p>&</p> <p>(Copy to be attached and marked L-2 on each page)</p>

	<p>& Declaration in proforma at Annexure-IX</p> <p>& Declaration in proforma at Annexure-XI</p>	<p>& (Copy to be attached and marked L-3 on each page)</p> <p>& (Copy to be attached and marked L-3 on each page)</p>
17.	<p>Purpose: S. No.XIV of Minimum requirements as per Para 3.1</p> <p>Quality Certificate Registration No. (ISO).</p> <p>& The agency should have a valid ISO 9001-2015/2018 certification (Copy to be attached)</p>	<p>Certificate copy to be attached and marked M-1 on each page</p>
18.	<p>Purpose: S. No.XV of Minimum requirements as per Para 3.1</p> <p>Annexure-II;</p>	<p>Annexure-II to be carefully perused and signed and marked as required at S. No.1 of this table.</p>
19.	<p>Purpose: S. No.XVI of Minimum requirements as per Para 3.1</p> <p>Integrity Pact and Integrity Agreement.</p> <p>Purpose: S. No. XIX of Minimum requirements as per Para 3.1</p>	<p>Proforma at Annexure-XII, XIII & XIV to be attached and marked: N-1, N-2; & N-3 respectively, on each page</p> <p>Information related to EMD/Bid Security in Annexure-IV</p>
20.	<p>Agencies prior experience of deploying Staff on outsourcing basis. Please Attach in proforma at Annexure-III</p>	<p>(Copy to be attached and marked "O" on each page)</p>
21.	<p><u>Purpose: Technical Proposal: Years of Operation</u></p> <p>For claiming marks for "Years of operation" under Technical proposal, Copy of Work Order issued by Outsourcing Agency's Client for the first year of operation claimed by the agency be attached. The Work order must clearly contain the date of issue.</p>	<p>(Copy to be attached and marked P-1 on each page)</p>

	<p>& Satisfactory Service Certificate/Performance Certificates (in proforma at Annexure V-2) for the work order being used to claim the length of years of operation to be attached. Therefore there must be a clear reference to the work order in the certificate.</p> <p>&</p> <p>A copy of (1) Certificate of Incorporation (2) Memorandum of Association ; and (3) Article of Association indicating business in similar services.</p>	<p>& (Copy to be attached and marked P-2 on each page)</p> <p>&</p> <p>(Copy to be attached and marked P-3 on each page)</p>
22.	<p><u>Purpose: Technical proposal: Financial Capacity</u></p> <p>Audited financial statements (Balance Sheet, Profit & Loss Statement, Cash Flow Statement) for last three consecutive financial years (i.e.2021-2022, 2022-2023, 2023-2024). (Copies to be attached)</p> <p>And</p> <p>A certificate in the proforma at Annexure-VIII to be attached.</p>	<p>(Copy to be attached and marked Q-1 on each page)</p> <p>&</p> <p>(Copy to be attached and marked Q-2 on each page)</p>
23.	<p><u>Purpose: Technical Proposal: Experience with PSUs/PSBs/Govt. Organisations/ Central or State Government Academic Institutes/CFTIs (Projects)</u></p> <p>Satisfactory Service Certificate/Performance Certificates (in proforma at Annexure-V), from clients (PSUs/PSBs/Govt. Organisations/ Central or State Government Academic Institutes/CFTIs) in r/o whom the Experience has been claimed under the Technical Proposal</p> <p>&</p> <p>Consolidated Performance Certificate in</p>	<p>(Copy to be attached and marked R-1 on each page)</p> <p>&</p> <p>(Copy to be attached and</p>

	Proforma V-1 to be also mandatorily submitted.	marked R-2 on each page) These documents will be required for the purpose of Technical Proposal also (Ref Annexure-VII)
24.	<p><u>Purpose: Technical Evaluation: Outsourced Staff placement</u></p> <p>Employees' Provident Fund Organisation (EPFO) Generated Challan for payment of EPF for the ending month of the Financial Years 2021-22, 2022-23, 2023-24</p> <p>And</p> <p>Corresponding Payment Confirmation Receipts to be attached.</p> <p><u>NOTE:</u> The Challans & Receipt MUST mandatorily and clearly indicate the Total number of Employees/Subscribers. A Challan(s) without Receipt(s) or vice versa shall stand rejected.</p>	(Copy to be attached and marked R-3 on each page)
25.	Satisfactory Service Certificate/Performance Certificates (in proforma V-2) from existing user organizations.	(Copy to be attached and marked S on each page)
26.	Name of the Banker with Account Number (Enclose attested copy)	To be provided in a separate sheet marked T (Copy to be attached and marked T-1 on each page)
27.	Bank account details of the bidding agency	Copy of the Bank statement of the Agency for the last 24 months (including the current month) Marked T-2 on each page
28.	Name and designation of the authorized person to sign this Document	To be provided in a separate sheet marked T -3

above and no change has been affected in them. In case of any change, the responsibility shall be solely that of bidder and shall make the bid liable for rejection from the bidding process along with any other necessary action which the Institute may deem fit to be taken against such bidder for such act.

It is certified that the person, who are deployed for duties, are competent and have due qualifications for taking up this assignment.

(Signature of Authorized Person)

Place: _____

Name: _____

Date: _____

Designation: _____

Business Address: _____

Seal _____

Witnesses with signature

1) **Name & Address** _____

2) **Name &Address** _____

PRIOR EXPERIENCE (in last three years)

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

(Signature of Authorized Person)

Place: _____

Name: _____

Date: _____

Designation: _____

Business Address: _____

Seal _____

Witnesses with signature

1) **Name & Address** _____

2) **Name & Address** _____

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 outsourced staff to different Central Government/State Government/Universities/Institutes of repute.
- (ii) Am/Are not involved in any litigation that may have an impact of adversely effecting or comprising the delivery of service as required under this tender.
- (iii) Am/Are not under any ineligibility by any Authority including Central Government, State Government, Tribunal, Courts etc. for the purpose of this contract
- (iv) Am/Are do not have any criminal case pending against Me/Us or any of our Directors or and have not been convicted on grounds of moral turpitude or for violation of laws in force.
- (v) Am/Are not banned/suspend/blacklisted/De-Listed/Debarred by Ministry of Education on the last date of bidding under this NIT. Am/Are also not banned/suspend/blacklisted/De-Listed/Debarred by DoE/any Department/Ministry of the Government of India across all Ministries/Departments on the last date of bidding under this NIT.

<p>The Agency has not banned/suspend/blacklisted/De-Listed/Debarred by Ministry of Education on the last date of bidding under this NIT. The Agency is also not banned/suspend/blacklisted/De-Listed/Debarred by DoE/any Department/Ministry of the Government of India across all Ministries/Departments on the last date of bidding under this NIT.</p>	<p>NAME & ADDRESS OF THE AGENCY</p>
<p>(For on-line payment of EMD/Bid Security) UTR No. and/or Reference number and date of Transaction(For EMD/Bid Security)</p>	
<p>Kindly provide bank details of the Outsourcing Agency in the following format:</p>	

a) Name of the Bank	
b) Account Number	
c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD/Bid Security to unsuccessful Outsourcing Agency.	

(iv) It is hereby declared and undertaken that we have carefully perused and completely understood and therefore 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 the performance security before the deadline defined in the request for bids/request for proposals document, we will be the blacklisted and will be suspended from being eligible to submit bid for contracts/proposals with IIT Delhi and that the EMD/Bid Security shall be forfeited.

It is also certified that I have been duly authorized by

(name of the bidding agency) to sign this declaration.

Signature of Authorised person
Name:
Designation:
Seal of the Company

Performance Certificate

This is to certify that
 M/s.....
 located at.....has provided/provided qualified
 outsourced staff to our
 organization.....for the
 period 2021-22, 2022-23, 2023-24, as follows:

(Only such projects that ran for at least 12 continuous months*)

S. No.	Project*	From (Month/Year) To (Month/Year)	Total number of months for which the project ran*.	The least Number of outsource staff deployed in our organization under the project per working day. (8 Man hours in a day =1 staff)
1	Project-1/.....to...../.....		
2	Project-2/.....to...../.....		
3	Project-3/.....to...../.....		
4	Project-4/.....to...../.....		
5	Project-5/.....to...../.....		
6	Project-6/.....to...../.....		

(Please add rows as per requirement)

*It is understood that:

- a) Only such projects which successfully completed a period of at least 12 continuous months and under which, per working day, at least 100 staff (i.e 800 man hours) were outsourced/deployed by the agency shall qualify for this purpose. Therefore if on any working day less than 100 staff were deployed under the project, the project shall not qualify for this parameter. For e.g if during 24 hrs of a day, 55 staff were deployed in morning shift of 8 hrs and 45 staff were deployed for night shift, it shall construe as 100 staff (i.e 800 man hrs) and the project shall qualify for this parameter.
- b) A partial calendar month at the starting or at end of the project shall count as 01 month

if the number of days of deployment by the agency was for more than or equal to 15 days for that month.

- c) A project awarded against one tender is a single project. E.g a contract awarded against a tender for 3 years is one single project (even if subject to annual appraisal). But a project awarded for one year against one tender and then again awarded against separate tenders on two more occasions during next 2 years are 03 projects
2. 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.
 3. That we are a PSUs/PSBs/Govt. Organisation/ Central or State Government Academic Institute/CFTI.

(Signature of Authorized Person)

Name: _____

Designation: _____

**Name of the PSUs/PSBs/Govt.
Organisations/ Central or State Government
Academic
Institutes/CFTI** _____

Business Address: _____

Official email id _____

Contact No. _____

Seal _____

Consolidated Performance Certificate

It is hereby certified that a total ofprojects were successfully completed by us with PSUs/PSBs/Govt. Organisations/ Central or State Government Academic Institutes/CFTIs during the last three consecutive years i.e 2021-22, 2022-23, 2023-24. The performance certificates for those have been submitted as per proforma in Annexure-V and the consolidated statement for those are as follows:

S. No.	Organization With which project done	Project*	From (Month/Year) To (Month/Year)	Total number of months for which the project ran.	The least Number of outsource staff deployed by us under the project per working day. (8 Man hours =1 staff)
1	Orgn.1	Project-1			
2		Project-2			
3	Orgn 2	Project-1			
4		Project-2			
5	Orgn 3	Project-1			
6		Project-2			

7	Orgn 3	Project-1			
8		Project-2			

It is understood that:

1. Only such projects which successfully completed a period of at least 12 continuous months and under which, per working day, at least 100 staff (i.e 800 man hours) were outsourced/deployed by the agency shall qualify for this purpose. Therefore if on any working day less than 100 staff were deployed under the project, the project shall not qualify for this parameter. For e.g if during 24 hrs of a day, 55 staff were deployed in morning shift of 8 hrs and 45 staff were deployed for night shift, it shall construe as 100 staff (i.e 800 man hrs) and the project shall qualify for this parameter.
2. A partial calendar month at the starting or at end of the project shall count as 01 month if the number of days of deployment by the agency was for more than or equal to 15 days for that month.
3. A project awarded against one tender is a single project. E.g a contract awarded against a tender for 3 years is one single project (even if subject to annual appraisal). But a project awarded for one year against one tender and then again awarded against separate tenders on two more occasions during next 2 years are 03 projects

(Please add rows as per requirement)

Signature of Authorised person
Name:
Designation:
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:

S. No.	Work	Work order No. and date	FY	Start date (Month)	Ending Date (Month)	Total number of months	Average Number of outsource staff deployed monthly in our organization under the project	Remarks
1	Work-1							
2	Work-2							
3	Work-3							
4	Work-4							

(Please add rows as per requirement)

2. 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: _____

Designation: _____

Business Address: _____

Official email id _____

Contact No. _____

Seal _

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

To Dated: ___ / ___ / ___ 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 is not banned/suspend/blacklisted/De-Listed/Debarred by Ministry of Education on the last date of bidding under this NIT. The Agency is also not banned/suspend/blacklisted/De-Listed/Debarred by DoE/any Department/Ministry of the Government of India across all Ministries/Departments on the last date of bidding under this NIT.

It is also undertaken that if after the last date of bidding under this NIT the Agency is
 (1) banned/suspend/blacklisted/De-Listed/Debarred by Ministry of Education at any time till the Award of contract under this NIT or
 (2) it is banned/suspend/blacklisted/De-Listed/Debarred by DoE/any Department/Ministry of the Government of India across all Ministries at anytime till the Award of contract under this NIT, then the Agency shall immediately and urgently "make available" such fact along with a copy of such orders of Debarring etc. to the Registrar, Indian Institute of Technology Delhi in a sealed confidential Cover, specifying clearly its link to the NIT. Failing in this, it will be understood that material facts have been deliberately concealed by the Agency as an act of mala fide.

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, Curt etc. which might have a bearing upon its undertaking this contract, if awarded, successfully and in a time bound 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: _____

Designation: _____

Business Address:

Seal _____

TECHNICAL EVALUATION

Sl.No	Parameter	Mandatory Attachments	Comments/ Remarks
1.	Presentation on Agencies capabilities and approach for managing outsourcing of staff	Please refer Table -III	
2.	Outsourced staff placement	Please refer Table -III	
3.	Financial capacity	Please refer Table -III	
4.	PSUs/PSBs/Govt. Organisations/ Central or State Government Academic Institutes/CFTIs	Please refer Table -III	
5.	Years of operation	Please refer Table -III	
6.	Physical inspection of the office and other relevant facilities of the Agency by the Institute.	Please refer Table -III	

Financial Capacity of the Agency

S. No.	FY	Annual Revenue	Annual turnover
1	2021-22		
2	2022-23		
3	2023-24		

(Signature of Authorized Person)

Name: _____

Designation: _____

Business Address:

Seal _____

For and on behalf of

DECLARATION UNDERTAKING

I/We.....Name of the Bidding Agency with address am/are not involved in any litigation that may have an impact of adversely effecting or comprising the delivery of service as required under this tender.

(Signature of Authorized Person)

Name: _____

Designation: _____

Business Address:

Seal _____

Agency related mandatory information. Related documents to be submitted as per Annexure-II

1.	Name of the Company	
2.	Registration Number	
3.	Date of incorporation of the Company	
4.	PAN No.	
5.	TAN	
6.	GST Number	
7.	Employees' Provident Fund (EPF) Registration No	
8.	Employee' State Insurance Corporation (ESIC) Registration No.	
9.	Quality Certificate Registration No. (ISO).	
10.	Name of the Banker with account number	
11.	Bank account details of the agency	

(Signature of Authorised Person)

Name:

Designation:

Business Address:

Seal

DECLARATION

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.

It is hereby 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 time bound 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: _____

Designation: _____

Business Address:

Seal _____

INTEGRITY PACT

To

.....,
.....,
.....

Sub: NIT No. for the **“Outsourcing of Manpower requirement to IIT Delhi.”**

Dear Sir,

It is hereby declared that IIT Delhi (IITD) is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of the tender/bid documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IITD.

Yours faithfully,

Registrar
IIT Delhi

ANNEXURE-XIII

[TO BE SUBMITTED DULY SIGNED BY THE BIDDER ALONGWITH BID DOCUMENTS]

To

Registrar

IIT Delhi, Hauz Khas,
New Delhi – 110016

Subject: Submission of Bid for **“Outsourcing of Manpower at IIT Delhi.”**

Dear Sir,

I / We acknowledge that IIT Delhi is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender / bid documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IITD. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IITD shall have unqualified, absolute and unfettered right to disqualify the tenderer /bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly signed by authorized signatory of the Bidder)

[To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IITD]

INTEGRITY AGREEMENT

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

BETWEEN

The Board of Governors, IIT Delhi, Hauz Khas, New Delhi - 16 represented through **Registrar**, IIT Delhi

Hauz Khas, New Delhi, (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.....(Name and other Details of duly authorized signatory).....

(Hereinafter referred to as the "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

PREAMBLE

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Outsourcing of Manpower to IIT Delhi.**"(Name of work) hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s) AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

ARTICLE 1: COMMITMENT OF THE PRINCIPAL / OWNER

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 1.1.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.
 - 1.1.1. 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.
 - 1.1.2. 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) / CONTRACTOR(S)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or coercion or collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - 2.1. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - 2.2. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed

agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- 2.3. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.4. The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 2.5. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices **means a 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)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

ARTICLE 3: CONSEQUENCES OF BREACH

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has

committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2. **Forfeiture of EMD/Bid Security/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

ARTICLE 4: PREVIOUS TRANSGRESSION

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

ARTICLE 5: EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS/SUBCONTRACTORS

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

between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

ARTICLE 6: DURATION OF THE PACT

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

ARTICLE 7: OTHER PROVISIONS

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

ARTICLE 8: LEGAL AND PRIOR RIGHTS

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

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

.....
Registrar, IIT Delhi
(For and on behalf of Principal / Owner)

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

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Dated :

FINANCIAL BID**Tender Inviting Authority: IIT Delhi****Name of Work: Outsourcing of Manpower 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 (E-Envelope-2) 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 %) only
1	2	3
1	<p>In the Financial bid the Outsourcing Agency must quote Monthly Administrative Service Charges only. These Administrative Charges shall be quoted as a percentage of the total amount that will be reimbursed by the Institute to the agency after making all deductions on account of fine/penalty etc and after excluding reimbursement on a/c of ESI/EPF/TAXES and other statutory charges deposited by the agency with the appropriate Government Authority, for a given month, on account of the salary package indicated in this document</p> <p>Bidder may refer to the Tender Document carefully before submitting the Financial Bid.</p> <p>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 %</p>	
Quoted Monthly Administrative Service Charges in Words		

**UNDERTAKING TO BE SUBMITTED BY SELECTED AGENCY FOR THE
PURPOSE OF OUTSOURCED EMPLOYEES(Part Time)**

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 employeragency name.....

That it is understood that my employer isagency 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 theagency 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 theagency 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.

Online Bid Submission:

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

Important: Refer Annexure-II on how to give page numbers and how to mark the attached documents before uploading.

E-Envelope – 1 (Following documents to be provided as single PDF file)			
Sl.	Docu ments	Content	File Types
1	Technical Bid	Documents required at S. No.1 to 12 of Annexure-II	Single .PDF
		Documents required at S.No. 13 of Annexure-II	Single .PDF
		Documents required at S. No 14 of Annexure-II	Single .PDF
		Documents required at S. No 15 of Annexure-II	Single .PDF
		Documents required at S. No 16 of Annexure-II	Single .PDF
		Documents required at S. No 17 & 18 of Annexure-II	Single .PDF
		Documents required at S. No 19 of Annexure-II	Single .PDF
		Documents required at S. No 20 of Annexure-II	Single .PDF
		Documents required at S. No 21 of Annexure-II	Single .PDF
		Documents required at S. No 22 of Annexure-II	Single .PDF
		Documents required at S. No 23 of Annexure-II	Single .PDF
		Documents required at S. No 24 of Annexure-II	Single .PDF
		Documents required at S. No 25 of Annexure-II	Single .PDF
		Documents required at S. No. 26 to 28 of Annexure-II	Single .PDF
E-Envelope – 2			
Sl. No	Types	Content	
1	Financial Bid	Price bid should be submitted in XLS format.	EXCEL