

## **Notice Inviting Quotation (E-Procurement mode)**

### **INDIAN INSTITUTE OF TECHNOLOGY DELHI** **HAUZ KHAS, NEW DELHI-110016**

**Dated: 15/02/2017**

#### **Open Tender Notice No.IITD/IES2(SP-889)/2017**

Indian Institute of Technology Delhi is in the process of appointing registered/ established manpower service providers having requisite experience of providing manpower to various Government Departments, Public Sector Undertaking and Autonomous Organizations of Govt. of India for providing purely contract basis staff (Number may vary depending upon the requirement) on outsourcing basis in various Departments/ Centres/ Units/ offices of IIT Delhi as per terms and conditions detailed in the following paragraphs for a period of **THREE YEARS** to be reviewed every year depending upon the performance of the service provider as per details as given as under.

<b>Details of the item</b>	<b>Outsourcing of Staff in Indian Institute of Technology, Delhi</b>
<b>Earnest Money Deposit to be submitted</b>	<b>Rs.2,50,000/- (to be paid on line only)</b>

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders 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. Bidders 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 in the next page.

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

**Schedule (Dates will be revised in consultation with D.R. Stores)**

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/Empanelment/ Sell)	Service
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Others
Source of Fund (Institute/Project)	Budget Code _____/ Project Code _____
Is Multi Currency Allowed	NO (INR)
Date of Issue/Publishing	15/02/2017 (12:00Hrs)
Document Download/Sale Start Date	15/02/2017 (12:00 Hrs)
Document Download/Sale End Date	01/03/2017 (15:00Hrs)
Date for Pre-Bid Conference	22/02/2017 (15:00 Hrs)
Venue of Pre-Bid Conference	Store & Purchase Committee Room, IIT Delhi, Hauz Khas
Last Date and Time for Uploading of Bids	01/03/2017 (15:00 Hrs)
Date and Time of Opening of Technical Bids	02/03/2017 (15:00 Hrs)
Tender Fee	Rs.1000/- (For Tender Fee)
EMD	Rs.2,50,000/- (For EMD) (To be paid through RTGS/NEFT. IIT Delhi Bank details are as under: Name of the Bank A/C : IITD Revenue Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi, HauzKhas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	90days (From last date of opening of tender)
Address for Communication	Asst Registrar (E-II), Room No: AD-222, Administrative Block, Indian Institute of Technology Delhi, New Delhi - 110016
Contact No.	011-2659-1724, 1719, 7290
Fax No.	011-2659-7216
Email Address	ar_e2@admin.iitd.ac.in;

**Chairman Purchase Committee  
(Buyer Member)**

## **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](http://eprocure.gov.in/eprocure/app)). The bidders 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 bidders 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) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](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 bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders 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 bidders 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 a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / 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 bidders 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 bidders 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 bidders 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 bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder 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) Bidder 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. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, 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 bidders. Bidders 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) Bidder 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. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “on-line” to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD / Tender fees is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule, Page No.2).
- 4) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders 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 bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

OR

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

- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders 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.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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.
- 9) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

## **ASSISTANCE TO BIDDERS**

- 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 Bidders**

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders 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”.
- 3) 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**  
**Indian Institute of Technology**  
**Hauz Khas, New Delhi-110 016**  
**NOTICE INVITING QUOTATIONS**

Dated: 15/02/2017

Subject: **Outsourcing of Staff in Indian Institute of Technology, Delhi**

**Invitation for Tender Offers**

Indian Institute of Technology Delhi invites online Bids (Technical bid and Financial/Price bid) from eligible and experienced registered/ established manpower service providers having requisite experience of providing manpower to various Government Departments, Public Sector Undertaking and Autonomous Organizations of Govt. of India for providing purely contract basis staff (Number may vary depending upon the requirement) on outsourcing basis in various Departments/ Centres/ Units/ offices of IIT Delhi as per terms and conditions detailed in the following paragraphs for a period of **THREE YEARS** to be reviewed every year depending upon the performance of the service provider as per terms & conditions specified in the tender document, which is available on CPP Portal <http://eprocure.gov.in/eprocure/app>

**Minimum Eligibility Criteria**

- I. The firm/agency should be registered with Service Tax Department.
- II. The firm/agency should have PAN No. against their name.
- III. The firm/agency must have Provident Fund Account No. in their name.
- IV. The firm / agency must have a valid labour license from the Regional Labour commissioner for specific number required for the contract under contract Labour (Regulation & Abolition) Act, 1970.
- V. The firm/agency must be registered for deployment of manpower services under Companies Act, 1956.
- VI. The firm/agency must have ESI No. in their name.
- VII. The firm should have an office in Delhi/NCR.
- VIII. The Company/ Firm should be in the business of providing manpower service (at least 100 persons at a place of Institutes/ Organizations) and in total 500 persons in a year for at least last three consecutive years (2013-14, 2014-15, 2015-16). Performance Certificates issued by their existing reputed clients should be attached. The Annual turnover of the firm during last three consecutive financial years (2013-14, 2014-15, 2015-16) should not be less than Rupees ten crores each financial year.
- IX. The agency should not be blacklisted by any Department/ Ministry of the Government of India or any PSU/ Central or State autonomous organization.
- X. A service provider having any criminal case pending against the company/ proprietor or any of its Directors (in the case of company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force, shall not be eligible.

While submitting the tenders, the interested bidders shall have to furnish all the proofs/ affidavits/ undertaking as per requirement.

**Type of Manpower required**

The main requirement of manpower (Nos. may vary as per actual requirement) will be in following categories and their tentative requirement with monthly salary is given in Table 1. The service provider shall be bound to provide the services as per numbers required by IIT Delhi which may vary.

**Table-I.**

<b>S.No.</b>	<b>Category</b>	<b>Monthly Salary Package (Amount in Rupees)</b>
1.	Sr. Office Assistant	24,000/-
2.	Jr. Office Assistant	20,000/-
3.	Driver	20,000/-
4.	Multi Tasking Staff (MTS)	16,000/-
5.	Other Staff i.e. Cooks, Bearers, Masalchi, Nursing Orderly, etc.	16,000/-

Above salary package is for 5 working days in a week with normal duty hours from 8:45 AM to 5:30 PM. However, the days of duty as well as hours could be different with a condition of 8 hours per day of duty and 40 duty hours per week. The duty hours for these staff will be assigned by their respective Controlling/ Branch Officers. No payment will be made to the staff if absent on duty days.

An annual increase @ 10% of the monthly salary may be considered depending on the performance of the incumbent.

The Institute may also require manpower on outsourcing basis in other areas from time to time.

### **Quality of Manpower**

The benchmarks such as educational qualifications, professional qualifications, experience have been mentioned in succeeding paras in respect of the manpower to be engaged by the service provider. The service provider will present the candidates to IIT Delhi for assessment of their suitability. IIT Delhi may lay off the services of already accepted candidates based on their performance on 07 days notice and in such an eventuality; the service provider will have to provide a suitable replacement within the notice period. The person/staff should not have any Police records / criminal cases against them.

### **Duties and Responsibilities**

Duties and responsibilities of the manpower will be as per “Work Manual for all categories of staff at IIT Delhi” which may be seen in the Office of Assistant / Deputy Registrar (E-II). Besides, any other relevant duties may be assigned to them by the Institute.

### **Settlement of Disputes**

In case of any dispute between the parties regarding the terms and conditions of the provision of the work being awarded, the matter shall be referred to an Arbitrator(s) as may be decided by the Director, IIT Delhi for arbitration under the Arbitration & Conciliation Act. The service provider shall not question the decision of the Arbitrator(s) on ground that the Arbitrator(s) is/are Government servant(s). The decision of the Arbitrator(s) shall be final and binding on the Parties. Dispute, if any, shall pertain to the service provider & IIT Delhi and not individual manpower. (Arbitration could be approved by the Labour Commission/Department.) The Arbitrator may give interim award(s) and/ or directions, as may be required. Subject to the aforesaid provisions, the Arbitration & Conciliation Act and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

**Minimum Requirement of Educational & Professional qualifications/ experience of the persons to be deployed by the service providers :**

The persons to be deployed by the service providers should have the following educational qualifications / experience as mentioned below against each post.

<b>S. No.</b>	<b>Post(s)</b>	<b>Eligibility</b>
1	Sr. Office Assistant	<b>Educational Qualifications :</b> Graduate with minimum 55% Marks from a recognized university and Diploma in Secretarial Practice. Preferably Diploma in Computer Applications/Office Management.
		<b>Professional Qualifications :</b> Speed in Stenography and Typing on Computer @ 80 & 40 w.p.m.
		Should have good communication skills and should have a good noting/drafting capability.
		<b>Experience :</b> Two years relevant experience in an organization of repute.
		<b>Age Limit : Between 21-30 years.</b>
2	Jr. Office Assistant	<b>Educational Qualifications :</b> Graduate with minimum 55% Marks from a recognized university. Preferably with Diploma in Computer Applications/Office Management/ Secretarial Practice.
		<b>Professional Qualifications :</b> Typing on Computer @ 40 w.p.m.
		<b>Age Limit : Between 21-30 years</b>
3	Driver	<b>Educational Qualifications :</b> Sr. Secondary School (10+2) pass with driving license of both heavy and light duty vehicles with 3 years of driving and maintenance experience in a reputed organization <b>OR</b> Sr. Secondary School (10+2) pass with relevant ITI Course with license for both heavy & light duty vehicles with 2 years of relevant experience of reputed organization .
		<b>Age Limit : Between 21-30 years.</b>
4	Multi Tasking Staff	<b>Educational Qualifications :</b> Matriculation/Secondary School with minimum 50% Marks from a recognized Board.
		Should have basic knowledge of computer.
		<b>Age Limit: Between 21-30 years</b>
<b>Other Staff</b>		
5	Cook	<b>Educational Qualifications &amp; Experience:</b> 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.
		<b>Age Limit: Between 21-30 years</b>



6	Bearer/ Masalchi	<b>Educational Qualifications &amp; Experience:</b> Matriculation/Secondary School pass with minimum of 05 years experience as Masalchi /Bearer in Student Hostel Mess/ Lunch Club/ Guest House of a reputed organization.
		<b>Age Limit: Between 21-30 years</b>
7	Nursing Orderly	<b>Educational Qualifications &amp; Experience:</b> Matriculation/Secondary School pass with minimum 50% Marks. Elementary knowledge of First-Aid supported by a valid certificate issued by a recognized organization/ Association with two years working experience in a reputed Hospital.
		<b>Age Limit: Between 21-30 years</b>

**Terms and Conditions:**

S. No.	Terms and Conditions
1	The salary package as mentioned in <b>Table-1</b> above is for 5 working days a week with normal duty hours from 8:45 AM to 5:30 PM. However, for the above-mentioned staff the days of duty as well as hours could be different with a condition of 8 hours per day of duty and 40 duty hours per week. The duty hours for these staff will be assigned by their respective Controlling/Branch Officers. No payment will be made to the staff if absent on duty days.
2	IIT Delhi at its sole discretion may at any point of time extend or curtail this contract.
3	The manpower outsourced to the IIT Delhi will be the employee of the service provider only and in no way shall be interpreted as employees of IIT Delhi. The person deployed shall not claim any master and servant relationship against IIT Delhi, and shall not claim any benefits/ compensation/ absorption/ regularization of services from/ in Indian Institute of Technology Delhi under the provision of Industrial disputes Act 1947 or contract labor (Regulation & Abolition) Act, 1970.
4	If for any reason the personnel deployed by the service provider proceeds on absent himself/herself 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 officially or telephonically clearly indicating the number of days he/ she will be absent. In case of any default on a particular day, an amount of Rs. 200/- will be imposed for each such complaint certified by the officer under whom the work is being performed as a fine, besides proportional deduction.
5	An earnest money of Rs. 2,50,000/- (Rupees two lakh fifty thousand only) be paid on-line.
6	TDS and other taxes as applicable will be deducted from each bill at the time of making payment by IIT Delhi to the Service Provider.
7	The successful bidder shall have to remit within five days of award of contract, bank guarantee of a nationalized bank of an amount equivalent to 10% of the total contract value for a year. The bank guarantee shall be in favour of Registrar, IIT Delhi and shall be valid till 60 days beyond the period of engagement of the Agency by IIT Delhi. In case of any extension in the contract, the bank guarantee has to be revalidated on the same terms.
8	IIT Delhi has all the rights to reject/accept any or all the tender(s) without assigning any reason whatsoever.

9	Tender application without complete documents/information shall not be considered. Conditional Tenders will not be accepted under any circumstances.
10	IIT Delhi shall enter into a contract with the successful bidder on the terms & conditions on Rs. 100/- non-judicial stamp paper. The said stamp paper will be arranged by the bidder for execution of agreement.
11	Failure by the service provider to comply with any statutory requirements and terms of agreement during the period of contract shall result termination of the contract and subsequent disqualification for participation in any future tender in IIT Delhi. In such an eventuality the Bank Guarantee will be invoked.
12	The firm/ contractor shall comply with all labour laws, rules and Acts in relation to its employees and keep Indian Institute of Technology Delhi informed about any amendment in the laws from time to time. Contribution towards ESI, EPF and other statutory obligations will be paid by the Institute as per rules to the service provider. The firm/ agency claims in bills regarding ESI, EPF, Service Tax etc. should be accompanied by documentary proof of remittance of amount with respective authorities pertaining to the previous month. A requisite portion of the bill/ whole of the bill amount shall be held up till proof is furnished, at the discretion of the Institute.
13	The payment of wages by the contractor to its employees shall be made by ECS/Cheque. The payment will be released by the service provider to its employees before the submission of claim to IIT Delhi.
14	The Firm/Agency shall deposit the employee's and employer's contribution towards EPF and ESI as also any statutory deduction, with concerned authorities and shall furnish a certificate/ challans to this effect to IIT Delhi, every month alongwith their monthly bill for payment. Any liability towards statutory compliance or otherwise for any of the personnel engaged by the service provider will lie totally with the service provider and will in no way be the concern of IIT Delhi.
15	The Firm /Agency has to provide photo Identity Cards to the persons employed by him/her for carrying out the work. The Medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the agency
16	The agency will required to provide particulars of EPF & ESI of its employees engaged in Indian Institute of Technology Delhi.
17	The rates specified in Table-I do not include service tax. However these rates include the employee/employer's PF Contribution ESI etc.
18	The service tax, if any, on the bills raised by the firm will be paid by IIT Delhi. However, firm has to attach the challan in support of proof of having remitted the same with service tax authorities, of the proceeding month alongwith succeeding month's bill to the Institute.
19	The Bidder in the financial bid (form-II) will only mention the required service charges expressed as a percentage of the monthly salary given to the outsourced manpower.
20	The award of bid will be decided on the basis of overall assessment on the basis of technical bid, presentation, financial bid (service charges) etc, as per decision of Indian Institute of Technology Delhi.

21	The Firm/Agency shall ensure proper conduct of his person 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 to the Agency. (Ref. to clause No.- 4)
22	The Firm/Agency shall be contactable at all times and messages sent by phone/email/fax/special messenger from Indian Institute of Technology Delhi shall be acknowledged immediately on receipt on the same day. The Firm/Agency shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
23	Indian Institute of Technology 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 service provider.
24	If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the Firm/Agency shall be liable to reimburse to this office for the same. The agency shall keep Indian Institute of Technology Delhi fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred 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 Indian Institute of Technology Delhi will in no way be responsible for it or any other clause mentioned above.
25	The agreement can be terminated by either party by giving one month's notice in advance. If the Firm/Agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the Firm/Agency from Indian Institute of Technology Delhi shall be forfeited.
26	That on the expiry of the agreement from the Firm/Agency, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. 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 to pay and settle the same.
27	Any dispute arising out of the contract shall be settled within the jurisdiction of Delhi.
28	The bidders shall have to obtain the required license from the licensing authority of respective Department/Circles/Division/Other units before deployment of personnel in Indian Institute of Technology Delhi.
29	That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to Indian Institute of Technology Delhi property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
30	Indian Institute of Technology Delhi reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of the management of IIT Delhi shall be final and binding on all the bidders.
31	Incomplete bid documents will be summarily rejected and no explanation of the bidders in this regard shall be entertained. Negotiations, if any, will be held with the lowest qualified bidder only.

32	Complementary service by any service provider is not acceptable. If any service provider quote 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 service provider otherwise technically qualified.
33	The Administrative Service Charges per worker per month quoted by the service provider in the financial bid shall be commensurate with the administrative and supervisory efforts required for executing the contract.
34	The financial bid will be evaluated and L1 will be decided on the basis of the “Service provider’s Administrative Service Charge per worker per month” quoted by the service provider. The Administrative Service Charges quoted by the vendor will remain fixed for the entire validity period of contract and no request shall be entertained before expiry of the contract period.
35	Institute shall correct (increase or decrease) the rates of statutory payments if there is a variation in the rates quoted by the bidder and those notified by the Govt.
36	Earnest Money will be forfeited if the contractor fails to commence the work as per the award letter for the work.
37	Bank Guarantee: A bank guarantee of 10% of the total order value should be furnished by the successful bidder from any scheduled bank. The bank Guarantee shall be kept with Registrar, IIT Delhi for a period of three years and two months and shall be released after the successful completion of the contract.
38	That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Director, IITD, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
<b>Amendment of Bid Documents</b>	
A	At any time, prior to the date of submission of bids, IIT Delhi may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
B	The amendments shall be notified on the NIC portal at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and these amendments will be binding on the bidders.
C	In order to allow prospective bidders 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:**

- The Bidder 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).
- Annexures will also have to be signed and stamped by the Service provider through its authorized signatory.

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

## PROFORMA

**Subject: Providing Manpower Services on Purely Contact Basis.**

The undersigned have read and examined in detail the tender document in respect of providing manpower services on purely contract basis in IIT Delhi, do hereby express our interest to provide such services.

**Corresponding Details:**

1	Name of the Company	
2	Address of the Company	
3	License Number issued by the office of Regional Labors Commissioner	
4	Name of the Contact person to whom all references shall be made regarding this tender	
5	Designation and address of the person to whom all references shall be made regarding this tender	
6	PAN, TAN and Service Tax details (Enclose Attested copy of valid service tax registration certificate & copy of PAN, TAN & SARAL of last five years.)	
7	Telephone (with STD Code)	
8	Mobile phone No. of the contact person	
9	E-mail of the contact person	
10	Fax. No. (with STD Code)	
11	Name of the authorized person to sign this document	

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

**Documents forming part of the bid:-**

The following documents are enclosed:

- |       |                |   |   |
|-------|----------------|---|---|
| (i)   | Annexure-I (A) | : | Minimum eligibility                                     |
| (ii)  | Annexure-I (B) | : | Prior Experience  |
| (iii) | Annexure-I (C) | : | Declaration Letter                                      |
| (v)   | Annexure-II    | : | Financial Bid   |
| (vi)  | Annexure-III   | : | Letter of authorization (in the name of contact person) |

representing the company.

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**(Signature of Authorized Person)**

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**Seal** \_\_\_\_\_

**MINIMUM ELIGIBILITY****Details of the interested manpower Service Provider for establishing minimum eligibility.**

1	Name of the Company	
2	Year of Registration/ Incorporation (Enclose attested registration certificate issued by appropriate authority)	
3	Number of Employees as on March 31, 2016	
4	Annual Turnover from providing manpower (for the last three years, duly signed by Chartered Accountant)	
5	Name of the Banker with Account Number (Enclose attested copy)	
6	Certificate of registration with EPFO (Enclose attested copy)	
7	Certificate of registration with ESIC (Enclose attested copy)	
8	Service Tax Registration No. (15 digits)	
9	Certificate of registration with Labour Department, Govt. of NCT Delhi (Attested copy of valid labour licence from the Regional Labour Commissioner for specific number required for the contract under Contract Labour (Regional & Abolition) Act 1970)	
10	The agency must have been registered under deployment of manpower services under Companies Act, 1956.	
11	Audited Balance Sheets of last three years	
12	Satisfactory Service Certificate / Performance Certificates from existing user organizations (Scanned copy be attached)	
13	Copies of Work Orders issued by Bidder's Clients (Scanned copies be attached).	

Place: \_\_\_\_\_

Date : \_\_\_\_\_

**(Signature of Authorized Person)**

Name \_\_\_\_\_

Designation \_\_\_\_\_

Business Address: \_\_\_\_\_

Seal \_\_\_\_\_

**Witnesses with signature**

1) Name &amp; Address \_\_\_\_\_

2) Name &amp; Address \_\_\_\_\_

**PRIOR EXPERIENCE**

(Using the format below, provide information in respect of the each Department/ Agency to whom manpower was provided by the company during the last three years)

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

(Signature of Authorized Person)

Place: \_\_\_\_\_

Date : \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

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 alongwith Technical bid.**

- (i) We are in the manpower supplying business for last \_\_\_\_\_ (years) and are engaged in supplying manpower to different Central Government / State Government / Universities / Institutes of repute.
- (ii) We are not involved in any major litigation that may have an impact of effecting or comprising the delivery of service as required under this tender.
- (ii) We are not black-listed by any Central/State Government/ Public Sector Undertaking/ Autonomous organization in India.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE Agent
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
8. Tan Number	
(In case of on-line payment of Tender Fees)	
9 UTR No. (For Tender Fee)	
(In case of on-line payment of EMD)	
10 UTR No. (For EMD)	
11 Kindly provide bank details of the bidder in the following format: 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 to unsuccessful bidder	

***Declaration***

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

**(Signature of the Tenderer)**

**Name:**

**Seal of the Company**



**Performance Certificate**

(This customer satisfaction Report should be supplied in the letter-head of the organizations where the agency is supplying manpower)

This is to certify that M/s \_\_\_\_\_ located at \_\_\_\_\_, have been supplying total \_\_\_\_\_ (in numbers) qualified manpower to our organization for last \_\_\_\_\_ years (from \_\_\_\_\_ to \_\_\_\_\_). We are satisfied with the performance and quality of the manpower supplied and the agency is professionally managed and competent to supply the same to other organizations of repute.

**(Signature of Authorized Person)**

Place: \_\_\_\_\_  
Date : \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal \_\_\_\_\_

## Bid Submission

### **Online Bid Submission:**

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

<b>Envelope – 1</b> (Following documents to be provided as single PDF file)			
<b>Sl. No.</b>	<b>Documents</b>	<b>Content</b>	<b>File Types</b>
1.	Technical Bid	Providing Manpower Services on Purely Contract Basis as per Annexure - I	.PDF
2.		MINIMUM ELIGIBILITY as per Annexure – I (A)	.PDF
3.		PRIOR EXPERIENCE as per (Annexure-I (B)	.PDF
4.		DECLARATION As per Annexure-I (Annexure-I (C)	.PDF
5.		Performance Certificate of the organizations where manpower is supplied by the Agency (Annexure-II)	.PDF
<b>Envelope – 2</b>			
<b>Sl. No.</b>	<b>TYPES</b>	<b>Content</b>	
1.	Financial Bid	Price bid should be submitted in PDF format as per Annexure-III	.PDF

## PROFORMA FOR FINANCIAL BID

<b>1</b>	<b>Name of the Company, Address of the Company etc.</b>		Sr. Office Assistant	Jr. Office Assistant	Driver	Multi Tasking Staff	Others
<b>2</b>	<b>Rate of service charges quoted</b>	<b>In figures</b>					
		<b>In Words</b>					

**(Service Charges may be written in words as well in figures. In case of any discrepancy between figures and words, the amount written in words will be taken for consideration. No cutting or overwriting will be allowed. Any financial bid with overwriting /cutting will be disqualified).**

Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.

**(Signature of Authorized Person)**

Place: \_\_\_\_\_

Date : \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal \_\_\_\_\_

## Annexure-IV

### AGREEMENT FOR MANPOWER

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 between the Indian Institute of Technology Delhi (IITD) an autonomous statutory institution under Ministry of Human Resources Development, Govt. of India and having its office at HauzKhas, New Delhi-110016 (hereinafter referred to as IITD) of the ONE PART. And M/s \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the IITD is desirous of giving a contract for providing qualified workers/manpower at its premises and whereas the Contractor has offered to provide Contractor's workers on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereof for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to IITD. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS IITD has agreed to award the contract of providing qualified manpower in IITD located at HauzKhas, New Delhi-110016.

And WHEREAS the contractor has agreed to furnish to the Human Resource Development Group a Security deposit of Rs. .... by way of Bank Guarantee. NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:-

#### A. GENERAL CONDITIONS:

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and IITD shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing Contractor's Worker, the contractor shall formulate the mechanism and duty assignment in consultation with Director, IITD or his nominee. Subsequently, the contractor shall review work arrangement from time to time and advise the Director, IITD for further streamlining the system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Director, IITD or the officer designated by the Director, IITD in this respect from time to time.
3. That the Director, IITD or any other person authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case of the persons so deployed by the contractor does not come up to the mark or does not perform his/her duties properly or indulges in any unlawful activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Director, IITD. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Director, IITD, in case of any of the aforesaid acts on the part of the said person.

5. The number of qualified manpower will be purely need based. Therefore, the Number of Contractor's worker may increase or decrease as per requirement. Director, IITD will be under no obligation to engage any specific number of contractor's worker during the period of contract.

## **B. CONTRACTOR'S OBLIGATIONS:**

1. That the contractor shall provide Skilled, Un-Skilled & Semi-Skilled worker in IIT Delhi, Hauz Khas, New Delhi-110016 as mentioned at Annexure-A
2. That the contractor shall submit detail of the names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the IITD for the purpose of proper identification of the employees of contractor deployed at various points/sections/divisions along with police verification. He shall issue identity cards bearing their photographs /identification, etc. and such employees shall display their identity cards at the time of duty.
- 2A. That the performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. That the persons so deployed shall be exclusively for duties in IITD Complex.
4. That the contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer' Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the IITD indemnified from all acts of omission, fault breaches and /or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these the IITD shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
5. That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at IITD Complex in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.
6. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948.
7. That the contractor shall be required to maintain permanent attendance register & muster roll at the IITD Complex premises which shall be open for inspection and checking by the authorized officers of IITD Complex.
8. That the contractor shall make the payment of wages, etc. to persons so deployed in the presence of representative of IITD Complex and raise and bills by 7th of next month and shall on demand furnish copies of wage register/muster roll, etc.
9. The contractor shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct or acts of his employees so deployed.
10. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of provisions of the Labour Laws including the provisions of Contractor Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, IITD a sum as may be claimed by IITD Complex.

11. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hour / leave for which the work is taken from them, do not violate relevant provisions of shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour

### **C. IITD'S OBLIGATIONS:**

1. That in consideration of the service rendered by the contractor, he shall be paid minimum wages, EPF, ESI, Service charges bonus & Service Tax each month. Payment shall be made by the 15th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by Director, IITD in this regard.
2. That payment of account of enhancement/escalation charges on account of revision in wages or statutory payments by the appropriate Govt. (Govt. of India) from time to time shall be payable by the IITD to the contractor.
3. That Director, IITD, Hauz Khas, New Delhi-16 shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the service rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by contractor.
4. The security deposit will be refunded, to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

### **D. INDEMNIFICATION**

1. That the contractor shall keep the IITD indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case IITD is made party and is supposed to contest the case, IITD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to IITD on demand. Further, the contractor shall ensure that no financial or any other liability comes on IITD in this respect of any nature whatsoever and shall keep IITD indemnified in this respect.
2. The contractor shall further keep the IITD indemnified against any loss to the IITD property and assets. The IITD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

### **E. PENALTIES / LIABILITIES**

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further work may be got done from another agency at the risk and cost of the Contractor.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Director, IITD, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the IITD Complex on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

**F. COMMENCEMENT AND TERMINATION**

- 1. That this agreement shall come into force w.e.f. .... and shall remain in force for a period of three month or till award of fresh manpower contract whichever is earlier. This agreement may be extended on the basis of satisfactory performance during three months period, in case fresh tender for manpower contract is not finalized during three months period.
- 2. That this agreement may be terminated on any of the following contingencies: -
  - a) On the expiry of the contract period as stated above
  - b) By giving one month’s notice by IITD Complex on account of following
    - i) Committing breach by the contractor of any of the terms and conditions of this agreement.
    - ii) Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Director, IITD.
  - c) The contractor being declared insolvent by Competent Court of Law.
- 3. During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.
- 4. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for IITD Complex.

**G. ARBITRATION**

- 1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Director, IITD or his nominee.
- 2. The award of the arbitrator appointed by Director, IITD shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, IITD shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 3. The expression Director, IITD shall mean and include an acting/officiating Director.
- 4. The Arbitrator may give interim award(s) and/or directions, as may be required.
- 5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of Director, IITD,  
Hauz Khas, New Delhi- 110016

For and on behalf of the contractor\_\_\_\_\_

**WITNESS**

- 1.
- 2.