

# E- Tender Document For Providing Manpower Services



Issued By  
IIT Mandi (H.P.)

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**O/o Registrar  
IIT Mandi (H.P.)**

Indian Institute of Technology Mandi, Kamand invites online Bids for providing **Manpower Services**. Tender forms can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) & Institute website <http://iitmandi.ac.in/administration/tenderseoi.php>.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Director, IIT Mandi, Kamand reserves the right to select the service provider or to reject any bid wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

#### **BIDDER'S ELIGIBILITY CRITERIA:**

1. The bidder should be approved/recognized/registered by Govt. of India/State Govt. for providing Manpower Services. Copy of relevant certificate should be attached. Service Provider should have a valid license from competent license authority under the provision of contract Labour Act, 1970 and Contract Labour Central Rules, 1971
2. The bidder must comply with the statutory requirement, such as registration with ESI, EPF, PAN /TIN/TAN & GST etc. and shall **submit proofs thereof**.
3. The bidder must have been in existence for the last five year. (Attach copy of relevant certificates, Registration details etc.).
4. The bidder must have implemented/implementing atleast three contracts of deployment of Ministerial Staff, Technical Staff, Lab staff and Labors etc. to IITs/NITs/ISC/ISSER/IIM during the last 3 years. Copy of agreement must be attached along with good performance certificate of the concerned and clearly mentioning number of manpower deployed and annual value of agreement. Out of three contracts one must be having worth 1.5 crore and have deployed atleast 125 manpower. The bidder should also inform the financial sources to run the contract.
5. The bidder must have atleast 200 or more workers continuously on roll for the last six months. **For proof EPF challan should be submitted.**
6. The Agency/Contractor must have sound financial stability with an average annual turnover of INR 10 Crores in preceding three financial years in similar services. (Copy of audited balance sheets and ITR certificates with matching PAN No. must be enclosed).
7. The Agency/Contractor should not have been blacklisted by any Govt., Semi-Govt. Deptt., or any other organization. ***An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Tender Fee & EMD.***
8. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
9. Each **Agency/Contractor** shall submit only one Tender for the entire scope of work. **Agency/Contractor** who submits more than one tender or part tender will be treated as non-responsive & rejected.

**INSTRUCTION TO BIDDER:**

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 publishing on the CPP Portal.
2. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
3. 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.
4. 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. All quotation **(both Technical and Financial should be submitted in the E-procurement portal)**.
5. 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 <http://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”.

**INSTRUCTION FOR PREPARATION & SUBMISSION OF BIDS:**

1. Technical & Financial Bids should be submitted in PDF format.
2. In case of Financial bids, a standard BOQ format has been provided in PDF format. Bidders are required to download the BoQ PDF file and fill their financial offer on the same BOQ format. After filling the same, submit it online in PDF format, without changing the financial template format. If the BoQ format file is found to be modified by the bidder, the bid will be rejected.
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 formats. Bid documents may be scanned with 100 dpi with black and white option.
4. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

6. **Kindly add scanned PDF of all relevant documents in a single PDF file like, compliance sheet, OEM/Principle Certificate etc.**
  7. 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.
  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. The technical and financial bids should be submitted online through portal <http://eprocure.gov.in/eprocure/app> in original. The financial bid should include the cost of main equipment/item and its accessories. If there is any separate cost for installation etc. that should be quoted separately.
  10. Each bidder should be marked with the following reference on the top bids submitted online: “IIT Mandi/Manpower/2017/4907 dated **19th August, 2017**”
  11. The rates should be quoted in figures (typed or printed) and cutting should be avoided. The final amount should be in figures as well as in words. If there are cuttings, they should be duly initialed, failing which the bids are liable to be rejected.
  12. Tender Cost: The bidder should submit a demand draft of **Rs. 1,000/- (Rupees One Thousand only)** towards non-refundable **tender fee, drawn in favour of “The Registrar, IIT Mandi”** payable at Mandi in a sealed envelope super-scribed as “**Tender fee & Tender No. “IIT Mandi/Manpower/2017/4907 dated 19th August, 2017”**” on or before last date & time of submission of bids. In the absence of tender cost, the tender will not be accepted.
  13. Bidder should furnish an EMD of an amount of **Rs 5,00,000/- (Rs. Five Lakhs Only)** in the shape of DD from a scheduled bank in India drawn in favour of “**The Registrar, IIT Mandi**” payable at Mandi. This EMD should be submitted in sealed envelop super-scribed as EMD & Tender No. “**IIT Mandi/Manpower/2017/4907 dated 19th August, 2017**”. The bidders should enclose a pre-receipted bill for the EMD to enable us to return the EMD of unsuccessful bidders. **Failure to deposit Earnest Money will lead to rejection of tender.** In the event of the awardee bidder backing out, EMD of that bidder will be forfeited. **EMD of successful bidder will be adjusted against Security Deposit and will remain with the Institute. It will be refunded only after two months of expiry of contract duration. No interest will be paid on this EMD.**
- The earnest money of unsuccessful bidders will be returned to them without any interest within 15 working days after awarding the contract.
    - Note: Both (tender fee & EMD) envelopes should be placed in another sealed envelope and addressed to:  
The Registrar  
Indian Institute of Technology Mandi (IIT Mandi),  
Near Director’s Office, Kamand Distt. Mandi – 175005 (H.P), India

**This envelop having tender fee & EMD should reach on or before last date & time of submission of bid.**

**EMD EXEMPTION:**

The Institute may accept bids without EMD from those bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concern Ministry or Department as Manufacturer. To claim the exemption, the bidder must be offering goods manufactured by themselves or providing relevant services. Exemption will not be granted in case the bidder is acting as an agent for some other vendor.

**E-TENDER NOTICE**

E-Tenders are invited through electronic tendering system under two-bid system <http://eprocure.gov.in/eprocure/app> from highly reputed, well established & professional Manpower Services provider, capable of providing manpower service according to terms and conditions given in tender form.

<b>Name of Work</b>	<b>Estimated Cost (In Rs.)</b>	<b>Earnest Money Deposit</b>	<b>Security Deposit</b>	<b>Tender Form Fee (In Rs.)</b>	<b>Registration Fees (In Rs.)</b>
Providing Manpower Services	2.5 Crores	5 Lakhs	An amount equal to 5% of the Annual Contract Value	1000/-	Nil
<b>Last date &amp; Time of submission of online bids: 08<sup>th</sup> Sept, 2017 upto 3:30PM</b>					
<b>Date and Time opening of Online technical Bids: 11<sup>th</sup> Sept, 2017 at 3:30PM</b>					

**MODE OF SUBMISSION OF TENDER**

**The Agency/Contractor has to submit online bids through e-procurement portal <http://eprocure.gov.in/eprocure/app>. viz. Technical bid (Cover 1) & Financial bid (Cover 2).**

The technical bid must be accompanied with the following documents:-

**TECHNICAL BID, UPLOAD THE FOLLOWING DOCUMENTS IN THE TECHNICAL BID :-**

- a) Scanned copy of Tender Fee against payment of Tender Document downloaded from the CPP portal.
- b) Scanned copy of DD/NSIC Certificate on account of Earnest Money Deposit (EMD).
- c) Bidder's General Information **Annexure-1** along with the documentary proof.
- d) Bidder's Eligibility Criteria **Annexure-2** along with the documentary proof.
- e) No Deviation Confirmation as per **Annexure-3**.
- f) Evaluation matrix Sr. No I to III duly filled as per **Annexure-4** along with documentary proof.
- g) Signed Copy of the tender document.
- h) Declaration on the Company letter head stating acceptance of the terms and Conditions mentioned in the tender documents.
- i) Additional documents, if any.

**I. (COVER 2) FINANCIAL / PRICE BID**

Financial offer should be submitted as per the format. **Annexure - 5**

**SELECTION CRITERIA**

**I Technical bid (Cover 1):** Technical bid submitted online will be opened as per schedule in the Office of the Registrar, IIT, Mandi in the presence of tender opening committee (Bid openers). The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they desire so, at their own expenses. The documents submitted in the technical bid will be evaluated by the Committee. The bidders fulfilling the eligibility criteria mentioned in the tender will be considered to award of marks as per Technical evaluation matrix **Annexure-4**. The bidders do not meet the eligibility criteria will not be considered for further evaluation.

**II. Financial bid (Cover 2):** The bidders scoring more than 35 marks out of total 50 marks will be considered for opening of financial offers. The date of opening of financial offers will be decided by the Institute and will be communicated to eligible bidders only. In case the number of bidders remains less than three, the Committee reserve the right to may relax the minimum qualifying score of 35. The bidder who shall be offering the lowest percentage of agency commission will be declared as lowest bidder.

**INSTRUCTIONS TO BIDDER**

1. Technical bid and financial/price bid will be submitted concurrently, duly digitally signed in the website portal [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp). The tender document may be

downloaded from website & submission of technical bid / financial bid as per Tender time schedule.

2. Tenders are to be submitted online through the website stated above. All the documents uploaded by the Tender Inviting Authority form an integral part of contract Agency/Contractors they are required to upload all the tender documents along with other documents, as asked for in the tender, through the above website within stipulated date and time as given in the Tender Notice
3. The Agency/Contractor shall carefully go through the documents and prepare the required documents, and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated location of Technical Bid. The bidder needs to fill up the % age rates, downloaded for the financial Bid in the designated cell and upload the same in designated location of financial bid.
4. The documents uploaded must be virus scanned and digitally signed using the Digital Signature Certificate (DSC) by the authorized signatory.
5. For submission of e-tender, bidders are requested to get themselves registered with [www.eprocure.gov.in](http://www.eprocure.gov.in) website along with class-II/III Digital Signature Certificate (DSC) issued by authorized issuing authority under IT Act 2003.
6. For complete details, refer website [www.eprocure.gov.in](http://www.eprocure.gov.in) at CPP portal.
7. The IIT, Mandi may issue amendment / errata to the tender documents before due date of submission of tender. The Agency/Contractors are required to read the tender documents in conjunction with amendments, if any, issued by IIT, Mandi The Agency/Contractor is not supposed to incorporate any amendment / errata in the body of tender documents either in ink or pencil. In case the Agency/Contractor on the body of tender incorporates amendments/errata issued, they shall not be considered and the amendment / errata issued by the IIT, Mandi shall only hold good. The amendments/errata issued to these documents if any would be uploaded on web site <http://www.iitmandi.ac.in/administration/tenderseoi.php> and <http://eprocure.gov.in/eprocure/app>. The contractors shall visit these sites from time to time to see these amendments/errata.
8. The bidders are required to upload the completed documents only after satisfying each and every condition laid down in the tender documents.
9. IIT Mandi reserves the right to postpone/modify and / or extend the date of receipt of opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such cases, the bidders shall not be entitled to any form of compensation from IIT, Mandi.

**VALIDITY OF BID:** Bid submitted by Bidder shall remain valid for acceptance for a period of 180 days from the date of opening of the BID. Bidders shall not be entitled during the said ninety days' period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing to the IIT, Mandi.

#### **QUALITY AND SIZE OF MANPOWER**

The illustrative list of manpower with approximate cost to the institute through outsourcing to be engaged by the IIT Mandi during the period of contract shall be as under:-

Sr. No.	Category of Manpower required	No. of manpower required	Education Qualification	Range of Pay	Estimated average cost to company per person/per month inclusive of all liabilities except service charge.
1	Staff Nurse	4	Intermediate or 10+2 or equivalent and must have passed the examination held by the Nursing Council with 3 years course in General Nursing and midwifery.  1 year experience in a hospital recognized by the Central or State Nursing Council.	11,000-17500	17181/-
2	Junior Engineer (Electrical, Civil, Horticulture)	3	Degree in Engineering in the relevant field/MSc./MCA respectively with at least one year's field experience or Diploma in Engineering in the relevant field with 3 years experience.	17000-33000	32368/-
3	Assistant Office Executive	3	Bachelors Degree/ITI as the case may be with basic knowledge of Computer Application	15500-20000	19716/-
4	Office Assistant	27	Bachelors Degree/ITI as the case may be with basic knowledge of Computer Application	10000-16000	15200/-
5	Technical Assistant	11	Bachelors Degree/ITI as the case may be with basic knowledge of Computer Application	11000-21500	21300/-
6	Multiple Assistant	10	Bachelors Degree/ITI as the case may be with basic knowledge of Computer Application	11000-17000	16870/-
7	Field Officer	1	Bachelors Degree with N.S.S. participation with three year experience in the relevant trade.	13000-24000	23830/-
8	Creche Care Teacher	1	MA/B. Ed. With one year experience.	10000-15000	14690/-
9	Technician	2	I.T.I with Two years experience in similar trade.	9000-15000/-	14180/-
10	Electrician	7	I.T.I with Two years experience in similar trade.	9000-15000	14550/-
11	Plumber	5	I.T.I with Two years experience in similar trade.	9000-15000	14550/-
12	Carpenter	3	I.T.I with Two years experience in similar trade.	9000-15000	14550/-
13	Driver	3	Matriculation with commercial vehicle licence and two years	9000-14000	14000/-



			experience in similar trade.		
14	Mason	2	I.T.I with Two years experience in similar trade.	9000-15000	14300/-
15	Painter	1	I.T.I with Two years experience in similar trade.	9000-15000	14300/-
16	Mali	1	I.T.I with Two years experience in similar trade.	9000-15000	14300/-
17	Lab Attendant	1	I.T.I with Two years experience in similar trade.	6000-12000	11300/-
18	Office Attendant	20	10 <sup>th</sup> standard pass with 1 year of relevant experience.	6000-12000	11300/-
19	Pharmacist	1	Matriculation or equivalent (ii) Diploma/degree in pharmacy granted by an Institute of Central/State Government or a recognized Institute by Central/State Government (iii) Should be registered as a pharmacist under the Pharmacy Act 1948	15000-17500/-	17448/-
20	Creche Care Taker	3	10 <sup>th</sup> standard pass with 1 year of relevant experience.	6000-12000	11300/-
21	Operators	2	10 <sup>th</sup> standard pass with 1 year of relevant experience.	9000-15000	14300/-
22	Library Assistant	1	Diploma in Library Science from a recognized University with 05 year experience in a Library/Computerization of a Library.	12000-14000	14410/-
23	Project Associate	2	B. Tech in relevant field with atleast one year of experience.	12000-15000	15360/-
24	Laborer	39	10 <sup>th</sup> standard pass with 1 year of relevant experience.	8000-9500	9300/-

- **The above requirement is only tentative and may vary depending upon the volume of work, functional requirements etc. Any additional requirement/variation of manpower including qualifications shall be communicated to the Agency at the sole discretion of IIT Mandi as and when the need arises during the period of contract.**
- **The estimated cost mentioned above is tentative and may vary from time to time.**

#### **TERMS & CONDITIONS**

- 1. RIGHT OF THE OFFICE TO ACCEPT OR REJECT THE BIDS:** IIT, Mandi reserves the right to accept/reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.

2. **CONTRACT SECURITY DEPOSIT.** An amount equal to 5% of the annual contract value shall be deposited by the successful Agency/Contractor at the time of signing of the contract or within 15 days after signing of the contract. The EMD amount can be adjusted against the security deposit.
3. **TERMINATION:** Notwithstanding anything contained hereinbefore to the contrary, the IIT Mandi shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing. Similarly, if the **Agency/Contractor** wants to rescind the contract, he/ she are required to give at least 60 days' notice for withdrawal of services.
4. **PENALTY.** In the event of the Agency/Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, IIT Mandi shall make alternative arrangement to do it and the difference of cost incurred by IIT Mandi thereby shall be recovered from the Agency/Contractor's unpaid bills and Contractor's Security deposit. Besides, penalty as decided by IIT Mandi shall also be levied and recovered.
5. **REVISION OF RATE.** Effect of revision of Minimum Wage as per Govt. notification will be considered with its pro- rata effect subject to submission of application along with notification by the Agency/Contractor.
6. **TAXES, DUTIES AND LEVIES.** All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the **Agency/Contractor**.
7. **PERIOD OF CONTRACT:** The contract shall be for a period of 01 (One) year from the date of signing agreement which may be renewed annually on the basis of satisfactory performance.
8. **AGENCY/CONTRACTOR SUBORDINATE STAFF AND THEIR CONDUCT**

If and whenever any of the Agency/Contractor's employee shall be found guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Agency/Contractor if so directed by the competent authority, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the competent authority of IIT Mandi.

9. The selected Agency/Contractor (Contractor) will have to pay taxes/income tax on contract amount as applicable. If any additional rates/taxes/income tax has to be paid, that shall be borne by the Agency/Contractor, otherwise it shall be deductible from his payments.
10. The successful bidder should open a local office in Mandi or nearby area to IIT Mandi at Kamand campus. The complete address and contact person details shall be given and all correspondence will be made on this address only. At least one Representative/ Supervisor or above level personnel should be deployed in the Institute who can visit the Institute on regular basis.
11. These conditions will also form part and parcel of the agreement to be executed with the successful Agency/Contractor.

12. With mutual consent between the IIT Mandi and the Contractor any other point can be included in the agreement at the time of its execution.
13. The contractor will supply the list of Personnel to be deployed with full particulars such as age, parentage, address, etc. before the commencement of the Agreement.
14. The contractor may be required to increase/decrease manpower at agreed rate and terms and conditions as and when required by the IIT Mandi.
15. Leaves will be given as per the leave policy of the Institute.
16. The contractor shall be responsible for fulfilling all his obligations towards the person(s) deployed under the labor laws namely Industrial Disputes Act, Minimum Wages Act, Workmen Compensation Act, the Contract Labor (Regulation and Abolition) Act, EPF Act, Payment of Wages Act, ESI Act, Bonus Act, Maternity Benefits Act, Earned Leave, Shops & Establishments Act, Factories Act, or other labor rule, regulation applicable and amended from time to time. The Contractor shall be responsible for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per rule. **The contractor should be responsible for linking of UAN's and transfer if any.**
17. The Agency/Contractor shall employ adult staff as per the criteria decided by IIT Mandi.
18. The Agency/Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
19. The Agency/Contractor shall adhere to the State Minimum Wage Rules set by the Ministry of Labour, Government of India., and in the tender application the categories of the labour to be engaged should be specified. The Agency/Contractor will make payment to his staff engaged as per the minimum wages rates for these categories, from time to time and follow the Contract Labour Act, 1970 and Rules 1971 in this respect.
20. The Agency/Contractor staff shall not be treated as the staff of IIT Mandi for any purpose whatsoever. The Agency/Contractor shall be responsible for strict compliance of all statutory provisions of relevant labor laws applicable from time to time in carrying out the above job.
21. The Agency/Contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract Labor Act and all other labor and industrial enactment at his own risk and cost in respect of all staff employed by him and keep IIT Mandi indemnified for any action brought against it for any violation/noncompliance of any of the provisions of any of the acts etc. The Agency/Contractor will abide by all the rules

- and regulations of the labour laws and rules framed there under and maintain all the Registers and display notices as required under the above mentioned rules and regulations and IIT Mandi or his authorized representative shall be entitled to inspect all such records at any time.
22. The Agency/Contractor shall disburse the wages to the workers through cheque/bank transfer and Non-payment of wages by and any malpractice if noticed, will invite a penalty which may lead to termination of contract & blacklisting of the firm or any other decision deemed fit by the Competent Authority. The Agency/Contractor will also be liable to pay the disputed outstanding amount. The IIT, Mandi shall not be directly responsible for the payment of wages to the employees. It will be the responsibility of the Agency/Contractor to make regular payment to the workers engaged by him as per the minimum wages applicable to the Central Govt.
  23. None of the employees of the Agency/Contractor shall enter into any kind of private work at different locations during working hours.
  24. Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by IIT Mandi and decision of the IIT Mandi will be final in this regard. In case IIT Mandi in its discretion finds any deployed person as not desirable and not suitable for whatever reasons will be at the sole discretion of the IIT Mandi and upon so being notified by IIT Mandi, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to IIT Mandi.
  25. Office timings will be as per Institute norms.
  26. The agency must provide I-cards, appointment/experience letters to each employee, clearly mentioned the term and conditions of employment. Contractor should issue salary slips every month to each worker deployed by them. Also, uniform should also be provided to the Laborers, Gardeners etc. by the vendors. The color and texture of the cloth will be decided mutually.
  27. The personnel deployed under this contract shall maintain proper office decorum. They shall not disclose any secret official information to any unauthorized person.
  28. The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the IIT Mandi.
  29. The workers employed by the Contractor shall be his sole employees and IIT Mandi shall not have any relation whatsoever with employees of the Contractor. He will be fully responsible for their acts, conduct and any other liability.
  30. The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for IIT Mandi. The contractor should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated.

- Violation of this shall attract a warning at first instance and may lead to termination or recurring instances.
31. IIT Mandi shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.
  32. The Agency shall not sub-contract the services of personnel sponsored by them.
  33. IIT Mandi reserves the rights to award the contract/work in full or in parts to any Agency and also terminate the contract/work at any stage if the performance of the Agency is found to be Not Satisfactory.
  34. IIT Mandi is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors.
  35. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the IIT Mandi shall have the right to claim the damages from the Agency.
  36. The Contract shall keep the Institute indemnified through a fidelity bond of Rs. 500000/- (Rupees Five lakh only) issued by a reputed insurance company against loss caused to the Institute employees deployed by the Contractor at various points. The contractor will be liable for paying for any loss caused to the Institute. In case any employee of the Contractor so deployed enters into dispute of any nature whatsoever it will be the sole responsibility of the Contractor concerned to contest the same. In case Institute is also made party and is required to counsel fee and other expenses shall be paid to the Institute by the Contractor. Further, the contractor shall ensure that no financial or other legal liability of any nature comes on the Institute in this respect.
  37. The Institute shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the Security deposits of the Contractor.
  38. In case of any deficiency in services by staff so deployed on contract basis, provide lesser number of manpower than the minimum required or in the case of disobedience by the staff so deployed on duty, the Registrar, IIT Mandi or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit up to Rs. 10000/- (Rupees ten thousand only) for each such occasion after giving him an opportunity of being heard in person. The decision of the Registrar, IIT Mandi shall be final and binding on the contractor.
  39. **Termination of The Contract:-**

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

- i) On the expiry of the contract period, without any notice;  
**OR**
- ii) On giving one month's notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services;  
**OR**
- iii) On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.  
**OR**
- iv) On Contractor being declared insolvent by the competent Court of Law without any notice;  
**OR**
- v) In case the Contractor is not interested to continue the contract subject to the condition that the Contractor shall give minimum three months notice. If the Contractor does not give the requisite notice as mentioned before, then his security deposit shall be forfeited and Bank Guarantee shall be invoked.

“Provided that 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”.

40. In the event or exigencies arising due to the death, infirmity, insolvency of the Contractor or for any other reason or circumstances, liabilities thereof the contract shall be borne by the following on such terms and conditions, as the Registrar, IIT Mandi may further deem fit in public interest or revoke the contract, namely:

- a) Legal heirs, in case of sole proprietor
- b) Next partners, in the case of company of firm
- c) Otherwise the Director or his nominee, IIT Mandi shall reserve the right to settle the matter accordingly to the circumstances of the case, as he/she may think proper.

41. No party shall be allowed to be represented by the lawyer during any investigation enquiry, dispute or appeal.

42. The Courts at Mandi only shall have the jurisdiction for the purpose of this agreement.

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

44. The award of such Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his/her office or resigning or refusing to work or neglecting his/her work

or being unable to act for any reason whatsoever the Registrar, IIT Mandi shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his/her predecessor. The Arbitration and Conciliation Act, 1996, which came into force on 25.01.1996, shall deem to apply to arbitration proceedings. The venue of the arbitration shall be Mandi.

45. The Contractor shall provide the copies of the relevant records during the period of contract or otherwise even after the contract is over when ever required by IIT Mandi.
46. The contractor will be responsible for opening individual PF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills.
47. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with IIT Mandi.
48. Arbitration Clause: In the event of any dispute or difference(s) between the vendee Institute (IIT Mandi) and the vendor(s) arising out of non-supply of material or supplies not found according to specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to "The Director, IIT Mandi", Kamand who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act,1996. The decision of the arbitrator shall be final and binding on both the parties.
  - a) In case of a dispute between the purchaser and a foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause above. But if this is not acceptable to the supplier then dispute shall be settled in accordance with provisions of UNCITRAL Page 6 of 15 (United Nations Commission on International Trade Law) Arbitration Rules.
  - b) The venue of the arbitration shall be the place from where the order is issued.
  - c) The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
  - d) All disputes shall be subject to Mandi Jurisdiction only.
49. That, services of the manpower provided by the contractor to the IIT Mandi shall be initially for a period of one year commencing from the award of contract and may be extended further by another year subject to satisfactory performance and compliance of all terms and conditions of agreement which will be signed by both the parties within 7 days of issue of letter of award. The cost of stamp paper etc. will be borne by the Agency. Subsequent extension on satisfactory performance will be at the sole discretion of IIT Mandi.

50. The contractor alone shall exercise the control over the personnel deputed and beyond the terms and conditions stipulated herein; the personnel shall be governed by the rules and regulations of the contractor.
51. That, the contractor will submit a copy of Appointment Letter along with Bio-data to the Institute as and when the person is deployed at IIT Mandi for and up to the period of duration of his contract with the Institute.
52. That, the contractor will submit the EPF/ESI account of each individual employee appointed on outsource basis showing therein the total deposit of EPF/ESI account in a particular financial year of the Institute for information.
53. That, it is further understood and agreed between the parties that any changes in the payments structure viz ESI, PF, Bonus, gratuity and service tax etc. as per the change in the law are recoverable from the client within the said statutory provisions of law. The service providers will be raising bill to IIT Mandi accordingly. Institute will have all rights to recover the amount paid in excess due to change in statutory provisions if any.
54. The Contractor shall abide by and follow all the Local and Central Laws strictly.
55. That, all the payments to be made for the services provided by the contractor shall be made directly to the contractor who will raise the bills accordingly on monthly basis. No payments shall be made directly to the personnel so deputed by the contractor.
56. That, the rates to be paid to the contractor should not be less than Minimum Wages Act and other rules and regulations as applicable and notified from time to time in the official gazette/ Govt. of India.
57. That the rates entered into between the contractor and IIT Mandi for the purpose of supplying the aforesaid services on outsource basis can be revised by mutual agreement during the currency of this contract of revisions of rates as applicable in case of Govt. of India.
58. The personnel shall observe such timings as are prescribed by IIT Mandi from time to time. In the absence of any specific times having been provided for by IIT Mandi normal office timings shall be followed. In case on certain occasion the office needs to be operated over time, no over time shall be payable.
59. That, the contractor shall be liable for meeting all the statutory requirements as provided by the Acts governing labour laws i.e. Payment of Wages Act 1936, Contract labour (Regulation & Abolition) Act 1970, Minimum wages Act, Employees Provident funds (EPF) Act 1952, Employee State Insurance Act including EDLI, Payments of Bonus Act 1965, Payment of Gratuity Act 1972, private Security Agencies (Regulations) Act 2005, National, Casual, Annual Festival, Maternity, Leave Acts as applicable and as amended from time to time or any other rule framed there under from time to time by the Central or State Government and or any authority constituted by or under any Law, for the



category of persons deployed by contractor. The rates so allowed to and paid to contractor shall include all such statutory liabilities and no excess amount shall be paid by IIT Mandi.

60. That, the outsourcing agency would be responsible for maintenance of the leave record of the personal engaged by the agency. The leave applications of the outsourcing manpower would be forwarded to the outsourcing agency and the agency would be responsible to keep record of their leave and follow the relevant rules raise the bill accordingly.
61. That it will be the full responsibility of the contractor to deposit the statutory liabilities as applicable as per rule to the concerned department of the Central / State Government or the controlling agency, duly furnishing a copy to IIT Mandi.
62. That, IIT Mandi shall not be liable for any default on the part of the contractor on his failure to fulfill the statutory requirements and the liability shall be the contractor's alone.
63. That no accommodation, any other allowance over and above the amount given to the personnel so employed shall be provided for by IIT Mandi under this agreement. IIT Mandi is at liberty to change this clause as and when needed.
64. That the contractor shall be responsible for any loss or damage caused or suffered by IIT Mandi on any account of negligence of the personnel supplied for by the contractor. This shall include any physical, financial and vicarious losses. Loss or damage caused to any property of IIT Mandi by any act or omission on the part of contractor's employees/ personnel shall be borne by the contractor. In the eventually or such occurrence of loss or damage, the enquiry shall be made by the officers of the contractor in consultation with the officer of IIT Mandi. The decision of the Registrar IIT Mandi shall be treated as final in this regard after the said enquiry.
65. That the bio-data of each personnel so provided for the outsourcing shall be supplied to IIT Mandi along with a copy of police verification upon the identity and the testimonials of qualifications etc. Before changing any personnel so provided prior information shall be given to IIT Mandi.
66. An attendance register shall be maintained by the contractor for all the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in the IIT Mandi office and the payment, shall be made to the contractor on the basis of attendance register.
67. That in case of any disciplinary inquiry to be conducted against any delinquent personnel provided for by the Contractor to IIT Mandi, the same shall be held by the Officer of the Contractor, in consultation with the Registrar of the IIT Mandi.
68. That in case of any dispute arising out of this agreement between the contractor and IIT Mandi, the same shall be referred to the sole arbitration of the concerned officer as appointed by the Director IIT Mandi, who may him/her self take

cognizance of the matter or depute/ nominate any officer of the said Institute or any other person who's decision shall be final and binding between the parties. Such arbitrator shall give a seasoned award. An officer of IIT Mandi, in case he/she is nominated, as the sole arbitrator shall cease to be so in case he resigns, retires, suspended or his/her services are terminated or otherwise cease to be an officer Institute. A new arbitrator shall be nominated by the Registrar IIT Mandi in such as eventuality. Supply of services, personnel (manpower) shall however continue to be supplied by the contractor under the terms of this agreement. The submission of any dispute to the arbitrator shall not prejudice the rights of the contractor in any manner whatsoever.

- e) That the courts covering the area of IIT Mandi only shall have jurisdiction to entertain, try and to decide any dispute arising out of this contract/ agreement.
- f) That this agreement can be terminated by either party on giving prior notice in writing (without assigning any reason) as per corresponding terms of termination of contract.
- g) The persons provided 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 administration of the contractor and in no case, a relationship of employer and employee between the said employee and the IIT Mandi shall accrue/ arise implicitly or explicitly.
- h) It is further agreed that the personnel so employed by the contractor and deputed in the office of IIT Mandi shall have no right to employment against any post of the Institute (IIT Mandi). It is further agreed that their services are being taken on a purely contractual basis/ outsource basis and IIT Mandi reserves the rights to do away with the agreement as and when so required without assigning any reason.
- i) The Contractor will abide by all the terms and conditions stated herein and directions given to him from time to time as per the need of the hour.

Sd/-

**Registrar, IIT, Mandi**

Aforementioned conditions are acceptable to me.  
Signature of Contractor.

**Annexure-1**

**BIDDER'S GENERAL INFORMATION**

Bidder should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency/Contractor :
2. Number of Years in Operation :
3. Registered address :
4. Operational Address if different from above:
5. Telephone No. (Landline) :
6. Tele fax No. :
7. Mobile No. :
8. Official Email Address :
9. Name & Address of Branch, if any :
10. Type of Organization  
(whether private limited/LLP/ partnership/sole proprietorship) as per attached proof)
11. Name of Proprietor/ Partners/Designated Partners/Directors of the Organization/Firm:
12. ISO Certification, if any {If yes, please furnish details }

(SIGNATURE OF BIDDER WITH SEAL)

**Annexure-2****BIDDER'S ELIGIBILITY CRITERIA**

<b>Sr. No.</b>	<b>Description</b>	<b>Confirmation (Yes/No)</b>	<b>Proof Attached at Page No.</b>
1	Does your agency approved/recognized/registered by Govt. of India/State Govt. for providing Manpower Services. Copy of relevant certificates should be attached. Service Provide should have a valid license from competent license authority under the provision of contract Labour Act. 1970 and Contract Labour Central Rules 1971.		
2	Does your agency/Contractor comply with the statutory requirements such as valid Registration with EPF, ESI/PAN/TAN and GST etc. Registration authorities and license to execute such contracts?		
3	Does your agency have been in existence for the last 05 years.		
4	Do you have any experience of providing similar services in Educational Institutes?		
5	Does your agency implemented atleast 3 contracts of deployment of Ministerial Staff, Technical Staff, Lab staff and Labors etc. to IITs/NITs/ISC/ISSER/IIM during the last 3 years.		
6	Does out of previous three contracts one was worth Rs. 1.5 crore and atleast 125 manpower were deployed.		
7	Does the agency deployed atleast 200 or more workers continuously on roll for the last six months. For proof EPF challan should be submitted.		
8	Financial sources to run the contract.		
9	Do you have average annual turnover of INR 10 Crores in preceding three financial years in similar services. (Copy of audited balance sheets and ITR certificates with matching PAN No. must be enclosed).		
10	Does your agency have been blacklisted by any Govt., Semi Govt. Deptt., or any other organization? <i>An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm along with the</i>		

<b><i>Tender Fee &amp; EMD.</i></b>			
11	Whether the Earnest Money in the form of Bankers Demand Draft are enclosed?		
12	Have you completed /submitted other required Information / documents, as mentioned in the Tender Document?		
13	Have your firm/ Agency/Contractor ISO 9001-2008 certified?		
14	Do you have a registered/branch office in Himachal Pradesh?		

Date:

**Note:** Enclose copies of the relevant documents.

**Signature and Seal of Bidder**

**Annexure-3**

**NO DEVIATION CONFIRMATION**

To

The Registrar,  
IIT, Mandi.

Dear Sir,

I/We understand that any deviation/exception in any form may result in rejection of BID. I/We, therefore, certify that we have not taken any exceptions/deviations anywhere in the BID and I/ we agree that if any deviation/exception is mentioned or noticed, our BID may be rejected.

**(SEAL AND SIGNATURE OF BIDDER)**

**Annexure-4****EVALUATION MATRIX FOR AWARD OF  
MANPOWER SERVICES****Name of the bidder:** \_\_\_\_\_*(Sr. No. I to III, To be filled in by the Agency/Contractor)***Evaluation Matrix :****Total Marks: 50**

Sr. No.	Description	Documentary Proof attached at Page No.	Marks
<b>I</b>	<b>Certification and Credentials</b>		
a)	<b>Company Incorporation (Max. Marks - 5)</b>		
	(i) Private Limited/Limited Company/Corporation - (5 Marks) (ii) Partnership With Limited Liability (4 Marks) (iii) Partnership firm- (3 Marks) (iv) Proprietary firm- (1 Mark)		
b)	<b>Assessment of average turnover for the preceding three financial years on the basis of audited balance sheets and certificates of ITRs (Max. Marks - 10)</b>		
	(i) Turnover of $\geq$ INR 10 Crore < INR 15Crore (3)		
	(ii) Turnover of >INR15 Crore<INR 20 Crores (5)		
	(iii) Turnover of >INR 20 Crores<INR 25 Crores (7)		
	(iv) Turnover of >INR 25 crores (10)		
c)	<b>Does agency comply with the statutory requirements such as valid registration with EPF/ESI/PAN/TAN &amp; GST Etc. (Max. Marks - 5)</b>		
	(i) EPF Registration ( 1 Mark)		
	(ii) ESI Registration (1 Mark)		
	(iii) PAN Registration (1 Mark)		
	(iv) TAN Registration (1 Mark)		
	(v) GST Registration (1 Mark)		
<b>II</b>	<b>Worker strength and Experience in large volume, multistate relevant assignments</b>		
a)	Total workers continuously on rolls for last six months, will be verified from EPF Portal (Max. Marks - 10)		

	(i) 200 workers = 2		
	(iii) 200-500 workers =5		
	(iv) 500-1000 workers =7		
	(iv) >1000 workers =10		
<b>III</b>	<b>Working Experience</b>		
a)	<b>Whether implemented atleast 3 contracts of deployment for Ministerial Staff, Technical Staff, Lab Staff &amp; Laborers etc. To IITs/NITs/ISCs/ISSER/IIM during the last three years. (Max. Marks - 10)</b>		
	(i) Implemented 3 contracts during last three years (5 Marks)		
	(ii) Implemented 4-7 contracts during last three years (7 Marks)		
	(iii) Implemented 8 or more contracts during last three years (10 Marks)		
b)	<b>Out of three contracts one contract should be of worth Rs. 1.5 crore (Max. Marks - 5)</b>		
	One contract worth Rs. 1.5 crore (2 marks)		
	One contract more than 1.5 crore upto 2.5 crore (3 Marks)		
	One contract more than 2.5 Crore (5 Marks)		
c)	<b>Out of three contracts the manpower deployed in one contract was atleast 125. (Max. Marks - 5)</b>		
	(i) Manpower deployed atleast in one contract - 125 (2 Marks)		
	(ii) Manpower deployed atleast in one contract more than 125 to 200 (3 Marks)		
	(iii) Manpower deployed atleast in one contract more than 200 (5 Marks)		

(SEAL AND SIGNATURE OF BIDDER/CONTRACTOR)



**LETTER OF AUTHORITY**

PROFORMA LETTER OF AUTHORITY FOR ATTENDING TECHNICAL & FINANCIAL BID  
OPENING AND OTHER COMMUNICATION / CORRESPONDENCE RELATING TO

BID. No. -----

Date:

To

Registrar,  
IIT Mandi,  
H. P.

Dear Sir,

I/We hereby authorize following representative(s) to attend Technical/Financial BID opening  
and for any other correspondence and communication against Bidding Document:

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorized  
representative.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a  
competent authority.

**Annexure-5**

**COVER 2**  
**FINANCIAL BID**

**Name of the Agency along with Address and Telephone No. :**

**Description of work:** Contract for providing manpower on outsourcing basis in IIT mandi as per qualification, pay structure and job requirements of each category of such staff on contract basis as per details mentioned in the tender document subject to fulfillment of other terms and conditions of the Agreement.

**Amount Quoted:**

Service Charges\*

(Please quote the rate)

(In figure): \_\_\_\_\_ (Percent)

(In words): \_\_\_\_\_ (Percent)

Taxes (if any)

(In figure): \_\_\_\_\_ (Percent)

(In words): \_\_\_\_\_ (Percent)

**Total:**

(In figure): \_\_\_\_\_

(In words): \_\_\_\_\_

Certified that I/We have read the instructions given in the tender documents. I/We undertake to supply the required categories and number of manpower. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

**(Signature of Bidder/ Contractor)**  
**with sealed stamp**