
	सामग्री प्रबंधन अनुभाग भारतीय प्रौद्योगिकी संस्थान, रूड़की रूड़की-247667, हरिद्वार, उत्तराखण्ड, भारत Phone-(O) 01332-28-4293, 4693 E-mail: mmiitr@iitr.ac.in	Material Management Section Indian Institute of Technology Roorkee-247667(Haridwar) (Uttarakhand) (India) Phone-(O) 01332-28-4293, 4693 E-mail: mmiitr@iitr.ac.in	
	GSTIN-05AAALI0033R4Z2		
	PAN-AAALI0033R		

निविदा पलेख/Tender Document

No. 140000535/MM-1/IITR/2020-21/Outsourcing of Work Servi/GS/116

Date of Uploading of Tender -<https://eprocure.gov.in/eprocure/app>

18-Sep-20

Bids under two bid systems (Technical and Commercial) are invited Online at CPP Portal (<https://eprocure.gov.in/eprocure/app>) for the following items.

Manual bids will not be accepted.

वस्तु की तकनीकी विषिष्टताये / Technical Qualification for Service:

Sr. No	Name of Services		
1	Outsourcing of Work Services		
(For Detailed Technical Qualification criteria in addition to below and Please refer Annexure-I)			
नोट-1: कृपया सेवा का मूल्य एवं कर अलग-अलग दर्शाए।			
Note-1: Please quote the Rate & Taxes of the service separately as per attached BOQ.			
Critical Date Sheet			
1	Published Date	18-Sep-20	(17:00) HRS
2	Bid Document Download / Sale Start Date	18-Sep-20	(17:30) HRS
3	Seek Clarification Start Date	18-Sep-20	(18:00) HRS
4	Seek Clarification End Date	24-Sep-20	(16:30) HRS
5	Pre Bid Meeting Date	25-Sep-20	(12:15) HRS
6	Bid Submission Start Date	29-Sep-20	(15:00) HRS
7	Bid Submission End Date	9-Oct-20	(15:00) HRS
8	Bid Opening Date	9-Oct-20	(15:30) HRS

Chapter-1 : Instruction to bidders

- A.** The Tender should be enclosed with proper certifications like Agency Certification, Authorization certificate and/or Proprietary Certificate, as the case may be, in support of your offer as per Annexure.
- B.** बोली का जमा किया जाना / **Submission of Bids:**
The bids should be submitted online in two parts –
(i) The Technical Bid (Annexure-I & II) with EMD, Tender Fee and Tender Acceptance Letter
(ii) The Financial Bid (Annexure-III) & Price Bid in .XLS Format
(Rates in .xls format will only be considered for Financial evaluation).
- 1 The bids should be on official letter pad preferably with GST & PAN Number of the firm
- 2 The quotations should bear full details and may be duly supported with certificates (as the case may be for comparing correctness).
- 3 The bids / rates / tenders should remain valid for a minimum period of 6 months from the date of financial opening.
- 4 While quoting / sending rates, the firm shall give an undertaking as per Annexure-II.
- C.** विधि निक्षेप एवं निविदा शुल्क/ **Earnest Money Deposit (EMD) and Tender Fee:**
Please refer Annexure-I
In case the EMD & Tender Fee is not received in mentioned account within the aforesaid period i.e. before bid opening date & time, the bid will be out rightly rejected.
- D.** निष्पादन बैंक प्रत्याभूति / सुरक्षा जमा राशि **Performance Bank Guarantee (PBG) / Security Deposit:**

Please refer Annexure-I

- E. **बोलियों का खोला जाना / Opening of Bids:**
- 1 The Technical Bids will be opened online at CPPP Portal (<https://eprocure.gov.in/eprocure/app>)-
Plz refer Critical Date Sheet
 - 2 The Financial bids of only the Technically Qualified bidders will be opened. The date and time for opening the Financial Bid will be communicated to the respective firm later by the system (CPP Portal (<https://eprocure.gov.in/eprocure/app>))
 - 3 Representatives of the firm (s) may be present at the time of openings, if they so desire.

Chapter-2 : Conditions of Contract

- F. **ढेका देना/Award of Contract:**
The final selection of the bidder for the award of the contract will be completely based on weightage/merit system amongst the Technically Qualified Bidders.
- G. **ढूरुव-ढूरुस्कार निरीक्षण#Pre-Award Inspection:**
Authorized representative of the Institute shall make the final inspection of firm before award of contract, if required.
- H. **ढाढंदी/Termination:**
For detailed please refer annexure-I
- I. **ढुगतान की शर्ते/Payment Terms:**
Payment in INR for rendered services:
Please refer Annexure-I
- J. **ढंद/ Penalty**
Please refer Annexure-I
- K. **अढुरत्याषित घटना/Force Majeure:**
Please refer Annexure-I
- L. **ढधुयस्थता/Arbitration:**
Please refer Annexure-I
- M. **ढोली अस्वीकृती के लिए ढानढंद/Criteria for bid rejection:**
- 1 If technical bid found without the required undertaking (Annexure-II).
 - 2 Bidders shall be responsible for the correctness of the information provided in the enquiry letter/tender document. If it is found at any stage that any information given in the bids is Incorrect/false then the bid is liable to be disqualified/rejected.
 - 3 Canvassing in any form will result to disqualification.
 - 4 If "extra, as actual" etc. are mentioned against any of the price components in the bid the bid will be rejected.
 - 5 If the firm quotes 'NIL' charges / consideration, the bid shall be treated as unresponsive and will not be considered.
 - 6 If financial bid is found along with technical bid in pdf on CPP Portal, then the bid shall be rejected outrightly.
 - 7 If any bidder submitting two/multiple bids for the same item of a tender, both/all the bids of that bidder will be outrightly rejected.
 - 8 **In addition to above Please refer Annexure-I**

Chapter-3 : Schedules of requirements (General Terms and Conditions)

- N. **ढरिषणी/ Note:**
- 1 **In addition to below Please refer Annexure-I**
 - 2 Please note that the firms must submit the compliance Statement in an organized and structured manner in respect of all the specifications as per Annexure-I with the supporting catalogue/leaflet of the firm. Annexure-I & II have to be submitted with Technical Bid and Annexure-III with financial bid to be submitted online at CPP Portal.
 - 3 It may also be noted that the tender bids received after the stipulated date & time or found incomplete and the tender bids containing false/incorrect information shall be summarily rejected. The Institute shall not entertain any communication in this regard, whatsoever.
 - 4 The firm is required to give its Bank Account details with IFSC for the purpose of making e-payment.
 - 5 The Indian Institute of Technology (IIT) Roorkee reserves the right to reject any quotation wholly or partly at any stage of tender without assigning any reason.
 - 6 The decision of the institute in all matters relating to eligibility, acceptance, rejection of the bid will be final and binding on the applicants.
 - 7 The points which are not covered in the tender document, Please refer IITR S&P Rule 2018 & GFR 2017.
 - 8 **If the bid opening date happens to be a holiday, then the bid will be opened at 3:30 PM of the next working day followed by the holiday.**

- 9 **Any corrigendum/addendum/errata in respect of the Tender Notice/ Enquiry letter shall be made available CPP Portal (<https://eprocure.gov.in/eprocure/app>). Hence prospective bidders are advised to visit the CPP Portal (<https://eprocure.gov.in/eprocure/app>) regularly.**
- 10 Institute will not be responsible for delay due to any reason.
- 11 Before submission of bids, bidders should read the complete enquiry letter/tender document carefully and ensure that the bidders fulfill the eligibility criteria.
- 12 In case the provided services is under the rate contract with GeM, then the Bidder should certify that the rate quoted is not over and above (higher side) the rates under RC with GeM.
- 13 **The Institute reserves the right to rectify any discrepancy of this advertisement, if found later on. In case of any inadvertent mistake in the process which may be detected at any stage even after the issue of work order, the Institute reserves the right to modify/withdraw/cancel any communication made to the bidder.**

Chapter-4 : Specifications and allied Technical details

Please refer Annexure- I & II

Chapter-5 : Price Schedule (to be utilized by the bidders for quoting their prices online in .XLS format at CPPP Portal (<https://eprocure.gov.in/eprocure/app>))

Please refer Price Bid in .XLS Format to be submitted online at CPP Portal and Annexure - III to be submitted

Chapter-6 : Contract Form

Will be signed after finalization

Chapter-7 : Other Standard Forms, if any to be utilized by the purchaser and bidders

Tender Acceptance Letter to be provided

***उप कुलसचिव (सामग्री प्रबंधन) / सहायक कुलसचिव ;सामग्री प्रबंधन
Deputy Registrar (MM)/ Assistant Registrar (MM)**

***Document Digitally Signed on <https://eprocure.gov.in/eprocure/app>**

For any Clarification regarding technical query Please Contact below:

**Deputy Registrar,
Administration,
IIT Roorkee**

**Administration,
IIT Roorkee**

**Ph.-01332-28-4822,
Email: dradmn@iitr.ac.in**

उपबंध/UNDERTAKING**(This Undertaking is mandatory and it is to be provided on company letter head duly seal & signed by the authorised person).**

Ref. No. No. 140000535/MM-1/IITR/2020-21/Outsourcing of Work Servi/GS/116
Dated:- 18-Sep-20

This is to confirm that all the terms/conditions mentioned in the tender document, along with the details provided in Annexure - I are fully acceptable.

It is certified that the rate quoted is not over and above (higher side) the rates under RC with the GeM.

Signature_____

Name_____

Designation_____

Seal of the Firm/Agency

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

- 1 Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
- 2 Bidder should register for the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
- 3 Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4 Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/nCode/eMudra etc. recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
- 5 The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
- 6 Contractor/Bidder may go through the tenders published on the site and download the tender documents/ schedules for the tenders.
- 7 After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- 8 Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
- 9 Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
- 10 Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tenders' folder.
- 11 From my tender folder, he may select the tender to view all the details uploaded there.
- 12 It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
- 13 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
- 14 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 15 Bidder should submit the Tender Fee/ EMD as specified in the tender. Scanned copy of the same should be uploaded as part of the offer.
- 16 While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
- 17 The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the same.
- 18 The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection. (If applicable)
- 19 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Every act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
- 20 The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
- 21 If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- 22 The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.

- 23 After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
- 24 The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e- Tender system. The bidders should follow such time during bid submission.
- 25 All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
- 26 Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 27 The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 28 The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 29 For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: **0120-4001005** or send an e-mail to – cphp-nic@nic.in.

Tender Acceptance Letter
(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender Document.

Tender No. 140000535/MM-1/IITR/2020-21/Outsourcing of Work Servi/GS/116

Tender description:

Dear Sir,

- 1 I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender DocumentNo.' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).
- 2 I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
- 3 The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
- 4 I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
- 5 In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure – I

of

Tender Document for Outsourcing of Work Services

Tender Document 1400000535/MM-1/IITR/2020-21/Outsourcing of Work Servi/GS/116
Dated: 18.09.2020



TECHNICAL QUALIFICATION CRITERIA

For
Outsourcing of Work Services

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INDIAN INSTITUTE OF TECHNOLOGY ROORKEE
(IIT ROORKEE)

BIDDER'S REQUISITE INFORMATION:

1) Profile of Organisation:

- a) Name of the agency as registered :
- b) Postal address of the agency :
- c) Telephone No. of the agency :
- d) Fax No. of the agency :
- e) Email Address of the agency :
- f) Website address of the agency, if any :

2) Contact details of the authorized person:

- a) Name :
- b) Address :
- c) Telephone No. :
- d) Fax no. :
- e) Mobile no. :
- f) E- Mail address :

3) Name of the authorized person(s) to sign the tender document on behalf of the bidding agency with designation and contact details: -

- a) Name & Designation :
- b) Telephone & Fax No. :
- c) Email ID :

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4) Status of the Firm/ Organization (Proprietary / Partnership/Pvt Ltd. Co./Public Ltd. Co. /Government / Other (Support the documents):

- a) GST No. :
- b) PAN No. :
- c) TAN No. :
- d) Valid Labour License Certificate No. :
- e) EPF& ESI No. :
- f) Date of establishment/ incorporation / registration:

Signature

Name.....

Seal.....

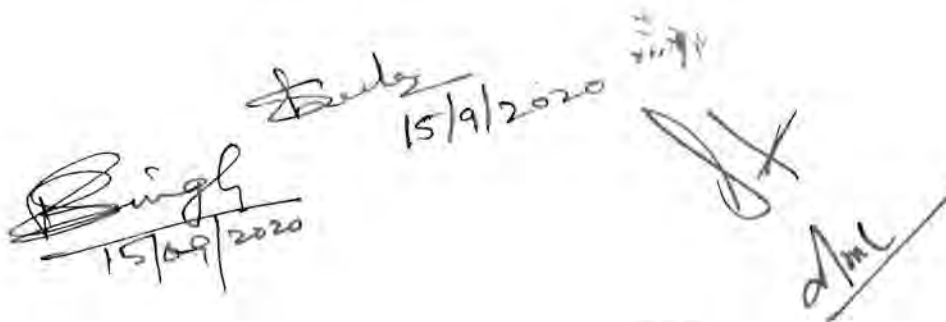
[Handwritten signatures and dates]
15/9/2020
15/09/2020
Amk

5) Copy of the following Registration certificates is to be provided:

S. No	Certificates	Copy attached (Yes/No, if Yes mention page no.)
1	Establishment/ Incorporation / Registration	
2	Agency Registration no. (Agency must be registered under Company Act.)	
3	ESI & EPF Registration Certificate with city/state of registration	
4	Certificate of Incorporation	
5	PAN Registration	
6	GST Registration	
7	TAN Registration	
8	ISO 9001:2015 (certification should remain valid during the entire contract period from tender submission)	
9	MSME/NSIC valid registration certificate under relevant category (if any).	

6) Copy of the following Licences is to be provided:

S. No.	Licences	Copy attached (Yes/No, if Yes mention page no.)
1	Copy of Valid Outsourcing Services License from competent license issuing authority under the provision of Contract Labour [Regulation & Abolition] Act, 1970 and Contract Labour Central Rules, 1971.	



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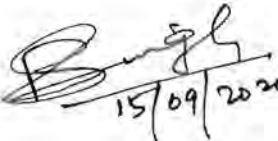
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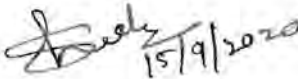
7) **Copy of Experience Certificate along with performance certificate is to be provided:**

S. No	Certificates	Copy attached (Yes/No, if Yes mention page no.)
1	Experience certificate awarded to the bidding firm by different organizations in support of their credentials with specific mention of service period. Minimum <u>250 persons per contract per year</u> (otherwise bids will not be considered) Performance certificate should be issued from at least two Govt./ Autonomous organisations.	
2	At least 10 years of core experience is required in the area of providing Outsourcing services clearly highlighted in the agreement copy (Minimum 5 years with <u>250 persons per contract per year</u> in Educational and Research Institutions)	

Note:-The bidder should ensure that on award of the Contract the agency has to open the ESI & EPF account at Dehradun (Uttarakhand) only.

8) **Names with qualifications (including professional qualifications) and experience of Senior Executives, Advisors and Consultants of the Agency. (Please attach Bio-data of top key officials & hierarchical structure of the company)**


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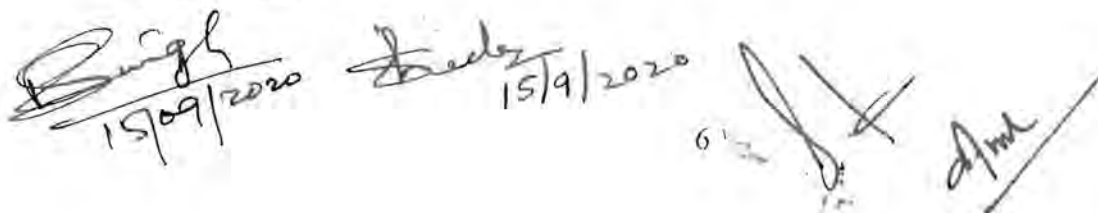


DEFINITIONS:

- a) The 'INSTITUTE' shall mean Indian Institute of Technology Roorkee with its premises located at Roorkee, Saharanpur Campus and GNEC, Noida and shall include its authorized representatives, successors and assignees.
- b) The 'CONTRACTOR' shall mean the person or persons, firm, agency or company or corporation or consortium of firms or companies, whose BID has been accepted by the Institute and includes the Contractor's legal representative, his successors and permitted assignees.
- c) The 'BID/TENDER' shall mean the proposal/offer along with supporting documents, submitted by the Bidder for consideration by the Institute.
- d) The "BID/TENDER DOCUMENT" shall mean the documents issued by the Institute to prospective Bidders, containing various terms & conditions, scope of work, other requirements, instructions etc. for the Bidder to prepare their BIDS/TENDER, for submission to the Institute.

The BID documents shall include the above and all addenda/corrigenda/amendments issued by the Institute.

- e) The 'LETTER OF ACCEPTANCE OF BID' shall mean an official invitation from the Institute to successful Bidder to the effect that his/their BID has been accepted in accordance with the provisions contained therein.
- f) The 'WORK' shall mean and include all works to be executed, all items and things to be provided/ done and service and activities to be performed by the CONTRACTOR in accordance with the contract.
- g) The 'CONTRACT' shall mean the agreement between the Institute and the CONTRACTOR, duly signed by the parties to the Agreement, through their authorized representatives for the execution of the work included in the BID DOCUMENT, LETTER OF ACCEPTANCE OF BID, agreed variations to the BID DOCUMENTS if any, SCHEDULE OF RATES and other relevant documents submitted by the Contractor and as accepted by the Institute.
- h) The 'MONTH' shall mean the calendar month according to the christian calendar. 'DAY' unless herein expressly defined otherwise, shall mean christian calendar day of 24 hours.

Handwritten signatures and dates: Singh 15/09/2020, Singh 15/9/2020, and other illegible signatures.

INSTRUCTIONS TO BIDDER

A. GENERAL INFORMATION:


Indian Institute of Technology Roorkee (IIT ROORKEE) invites e-Tenders/online bids through electronic tendering system under two bid system from highly reputed, well established & professional Manpower Service providers capable of providing manpower service according to terms and conditions given in tender form and having an annual average financial turnover during the last three financial years, ending 31st March 2019, should be at least Rupees Twenty Crores and minimum ten years experience for providing the Outsource Work Services like maintenance of electric installations, buildings, gardens, office work, computer data entry, sanitation work, paramedical services etc. for its three premises:- Main campus at Roorkee, Saharanpur campus and GNEC campus at Noida for a period of one year, extendable up to two years on year to year basis on satisfactory performance during the first year and subsequent year, if any, of contract.


Tender forms can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) & Institute website www.iitr.ac.in.



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 Roorkee, 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.

1. SCOPE OF SERVICE:

Hiring services of trained manpower having full expertise in their respective fields to render the job of outsourced personnel from any registered agency/company registered with the licensing authority of the said state/states to render outsource services at IIT Roorkee.


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2. SCOPE OF WORK:

Trained manpower having full expertise in their respective fields is required to provide work hire services at different departments/offices/centres/hospital of the Institute. The quality and size of manpower with educational qualification and experience for respective categories is as under:

S. No.	Category of Manpower required	Quantum of Work	Qualification and Experience	Basic minimum wages**	Approx no. of Staff
1.	Unskilled Category - I	Helper	Normal reading & writing ability.	Basic wages effective from 01.04.2020 in accordance with minimum wages act and other rules as notified by the Central Government of India for Uttarakhand and Uttar Pradesh respectively.	15
2.	Unskilled Category - II	Helper with elementary knowledge/ skills	Work related knowledge & experience of two years.		25
3.	Semi Skilled - I	Helper with secondary knowledge/ skills.	10 th /ITI with relevant experience of one year OR work related technical knowledge and experience of three years.		17
4.	Semi Skilled- II	Helper with elementary technical knowledge/ skills.	10 th /ITI with relevant technical experience of two years OR work related technical knowledge and experience of four years.		10
5.	Skilled Category	Technical assistance in office/lab/field.	10 th /ITI with relevant experience of three years OR work related technical knowledge & experience of five years.		59
6.	Highly Skilled Category- I	Specialized assistance in office/lab/field/paramedical services.	12 th with relevant experience of two years OR work related specialized technical knowledge with experience of six years.		50
7.	Highly Skilled Category- II	Supervisory work in office/lab/field/paramedical services.	Graduate with relevant experience of two years OR 12 th with work related specialized technical knowledge with experience of four years.		190

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* Note: Every manpower engaged should have basic reading and writing ability.

** The current wages are basic wages effective from 01.04.2020 or subsequent revised on date of filling tender and all statutory charges quoted for each category should not be less than the minimum wages act and other rules as notified by the Central Government of India for Uttarakhand and Uttar Pradesh respectively.

3. BIDDER'S ELIGIBILITY CRITERIA:

The following shall be the minimum eligibility criteria for selection of bidders technically.

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 issuing authority under the provision of contract Labour Act, 1970 and Contract Labour Central Rules, 1971.
2. The Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation (attested copy of PAN, GST Registration, EPF Registration, ESIC Registration and Labour License shall only be acceptable).
3. The bidder should have been in existence for the minimum last 10 years. (Attach copy of relevant certificates, Registration details etc.).
4. The bidder should have implemented/implementing at least five contracts of deployment of Ministerial Staff/Technical Staff/ Lab staff/ Labours etc. to State & Central Autonomous Educational Institutes/Govt./Public Sector Undertakings during last three financial 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 above said five contracts one must be having annual value of Rs.10 Crore or more. The bidder should also inform the financial sources to run the contract. (Supporting documents must be enclosed)
5. An undertaking backed by documentary evidence as to adequacy of working capital for this contract to meet at least three months' gross bill amount linked to credit and availability of the financial strength.

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6. The bidder should have atleast 250 or more workers continuously on roll for the last Twelve months. **For proof EPF challan should be submitted.**
7. The Agency/Contractor should have sound financial stability with an average annual turnover of INR 20 Crores in preceding three financial years in similar services. (Copy of audited balance sheets and ITR certificates with matching PAN No. for the last three financial years must be enclosed).
8. Neither Joint venture nor any franchisee arrangement of work hire services by any local party on behalf of the principal supplier is permitted.
9. Any subletting, third party arrangement to provide the services is not acceptable.
10. The agency should not have been black listed or suspended in the last 5 years by any Govt. /Public Sector Undertaking/ University /Institution /Govt. hospitals etc. A notarized affidavit by the firm that it has never been black-listed must be attached along with the bid, failing which the bid shall be rejected.
11. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
12. 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 & liable to be rejected.

Note:- Documents supporting the Minimum Eligibility Criteria should be submitted in the Technical bid only.

B. CONTENT OF THE TENDER DOCUMENT:

1. The Technical bid should contain the following documents and copies:

- i) Complete Tender Document (duly signed with stamp by the bidder).
- ii) The annual turnover details for the last 3 years (2016-17, 2017-18, 2018-19) with documentary evidence i.e. Profit & Loss Account Statement/Income Expenditure Statement, Balance Sheet with supporting schedules, if any, duly certified by the Chartered Accountant along with the Income Tax returns for above said years.

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The average annual financial turnover of the bidder in relation to outsourcing services during the last three financial years, ending 31st March, 2019, should be at least Rs. 20 Crores.

Year	Amount (value in Crores)
2016-2017	
2017-2018	
2018-2019	

Note: The financial turnover in partnership of more than one firm will not be accepted.

- iii) Addresses with Telephone Numbers of the Regional Offices of the Agency in the country preferably Uttarakhand, Uttar Pradesh & NCR Delhi if any.

Note: The agency should also ensure that on awarding the contract a senior official will have to be posted in the campus on its own cost to address the grievances of their workers and for co-ordination with the officials of the concerned department of IIT Roorkee.

- iv) Details of office or offices outside India and/or foreign collaboration with any Outsourcing Services Company registered outside India, if any.
- v) Details of at least five major contracts (more than 250 persons per year) handled by the bidder (currently in hand or handled in the recent past) preferably in residential teaching Institute in the following format. (documentary evidence of major contracts must be annexed in below given format)

Sl. No.	Client details with address, Tel., Fax, e-mail	Contract amount (in lacs/year)	Duration of contract (dates)	Total man power deployed	Whether residential teaching institute Yes/No

Note: (1) All the pages and appendices attached should be numbered and signed by the bidder.

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- (2) All entries in this form should be duly filled. No overwriting is permitted. All unavoidable overwriting / cuttings must be duly signed and sealed by the bidder.

2. Transfer of BID Documents/BIDS

Transfer of BID DOCUMENT purchased by one Bidder to another is not permissible. In case the Bidder transfers the BID or modifies/withdraws during the period of validity, EMD shall be forfeited.

3. Signing of Contract

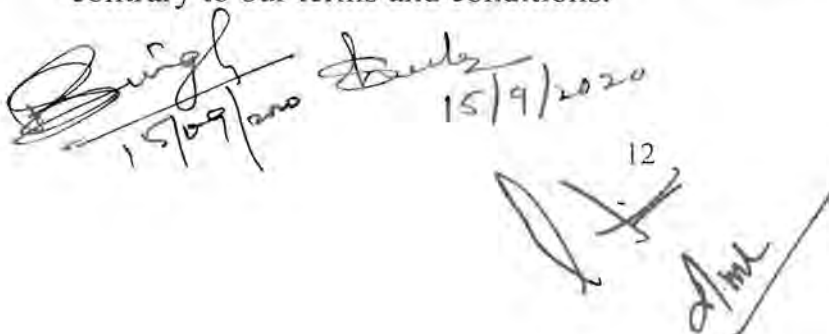
The successful Bidder shall be required to execute a CONTRACT AGREEMENT on a Non Judicial Stamp Paper within 21 (Twenty one) days of the issue of the LETTER OF WORK ORDER. In the event of failure on the part of the successful Bidder to sign the CONTRACT within the above stipulated period, the EMD shall be forfeited and the work order shall be considered as cancelled.

4. The bidder has to ensure that on award of the contract the agency has to open the ESI & EPF account at Dehradun (Uttarakhand) only.

C. GENERAL TERMS AND CONDITIONS:


The Institute wishes to award the work hire outsourcing contract to an agency/company hereinafter referred to as "Agency" on the following terms and conditions:

1. The hired workers can be posted at any of the following campuses: IIT Roorkee campus, Saharanpur campus, GNEC Noida campus as per requirement.
2. A copy of acquaintance along with a bank receipt of actual deposit showing the payment to each outsourced personnel should be furnished to IIT Roorkee office along with the monthly bill failing which payment will not be released.
3. As per requirement, character & antecedent verification of all outsourced personnel should be carried out at the time of engagement of such personnel.
4. The quotation must be very specific and shall not contain any evasive terms contrary to our terms and conditions.

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5. IIT Roorkee shall have no responsibility, statutory obligation towards taxes, fees, as per applicable Labour laws, Govt. Rules & Regulations in force related to Salary, Statutory payments, ESI, EPF and bonus etc. for execution of the contract.
6. The agency/company/organization must follow the rates of wages for the particular Zone for outsourced personnel as decided by Ministry of Labour and Employment, Government of India. Bidder not following this will be liable to be rejected.
7. Decision of IIT Roorkee will be final in the matter of withdrawal/removal of any of the outsourced personnel deployed by the Agency and shall be binding on the Agency and the Agency shall replace such personnel at the earliest.
8. Even though the bidders meet the above qualifying criteria, they are subjected to be disqualified, if they have:-
 - a. made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification of the bid and/or
 - b. record of poor performance such as abandoning the services, not properly completing the contract, inordinate delays in completion of work/job, litigation history or financial failures etc.
9. The Agency should provide identity cards to its staff, appointment/experience letters to each employee, clearly mentioning the term and conditions of employment. Salary slips should be issued every month to each worker deployed by them.
10. In case the property of the IIT Roorkee are damaged or defaced due to misuse or mishandling or carelessness by the Agency or his employees, the Agency will be liable to replace the item at his own cost or the Institute shall have the right to recover the loss from the Agency's monthly bills.
11. The Agency shall not appoint any Sub-agency for the work assigned to him without the written permission of the Institute.
12. The Agency shall employ only adult staff not exceeding 60 years of age.
13. The Agency shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
14. The selected Agency 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, otherwise it shall be deductible from his payments.
15. The successful bidder should open a local office in Roorkee or nearby area to IIT ,



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Roorkee. 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.

16. The Agency's staff will not be treated as the Institute's staff for any purpose whatsoever. The Agency shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The Institute shall not be liable to meet any penalty for non-compliance under relevant rules, enactment or related regulations for which Agency is responsible under the law.
17. The Agency shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Contract Labour (Regulation & Abolition) Act 1970, Industrial Disputes Act, Minimum Wages Act, Workmen Compensation Act, EPF Act, ESI Act, Bonus Act, Maternity Benefits Act, Earned Leave, Shops & Establishments Act, Factories Act and other labor rules & regulations 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.** The Contractor shall abide by the, including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses etc.
18. Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by IIT Roorkee and decision of the IIT Roorkee will be final in this regard. In case IIT Roorkee in its discretion finds any deployed person as not desirable or not suitable for whatever reasons will be at the sole discretion of the IIT Roorkee and upon so being notified by IIT Roorkee, the Agency shall be liable to withdraw such person(s) forthwith and substitute by a person(s) acceptable to IIT Roorkee.
19. Office timings will be as per Institute norms.
20. The persons employed by the Agency will not indulge in any unlawful or illegal activities which are against the interests of the IIT Roorkee.


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21. IIT Roorkee 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.
22. No payments shall be made by the Institute to the individuals deployed by the Agency under any circumstances.
23. Any dispute between the Agency and its staff, under the labour laws etc., will be the sole responsibility of the Agency only.
24. For submission of e-tender, bidders are requested to get themselves registered with www.eprocure.gov.in website along with Digital Signature Certificate (DSC) issued by authorized issuing authority under IT Act 2003.
25. The bidders are required to upload the complete documents only after satisfying each and every condition laid down in the tender document.
26. The deployed outsourcing personnel must carry and display their identity cards. They should be registered with the local police for verification of their past conduct, character, antecedents and bonafides before posting. At the time of their first deployment in the campus, Agency shall provide the following details of the workers to the institute:-

(i) Name	(v) Nearest Police Station
(ii) Father's Name	(vi) Past Work Experience
(iii) Age	(vii) Qualification
(iv) Address	
27. An outsourced person will be deployed by the Agency after his verification is completed and only after proper screening at the Institute level, conveyed in writing to the Agency by the Institute.
28. The deployed outsourcing personnel must necessarily be able to read, write & speak Hindi and English.
29. The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the agency through claim from insurance company. All such compensation are governed by the Employee's Compensation Act, 1923 and subsequent Amendment Acts, ESI Compensation rules and all such labour rules in force from time to time. The agency shall indemnify and keep the institute indemnified against all such damages and compensation whatsoever in respect or in relation thereto.


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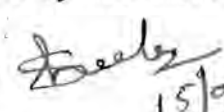
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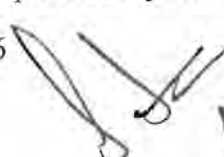
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30. The Institute shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the agency under this contract or out of the security deposits of the agency.
31. Bidder shall note that in order to eliminate frivolous bids and disguised charges/deduction from salary of personal service providers bidding ZERO percent service charges shall be disqualified.
32. In case the deployed manpower(s) is/are required to visit any place outside the campus as a part of 'On Duty' (say for industrial visit, etc.), associated liabilities etc. on account of these visits will be borne by the bidders.
33. A medical fitness certificate from the Government Hospital must be submitted by each Outsourcing personnel at the time of posting. They shall also have to undergo a medical test for fitness as and when required by the Institute.
34. (i) The Agency shall be solely responsible for timely payment of salaries/wages, leave, rest etc. as per laws of the land to his outsourcing personnel and the Institute will not be responsible in any way in this regard. Outsourcing personnel will be the employees of the Agency and shall not be the employees of the Institute. The Agency shall ensure compliance of all government Rules including minimum wages, Acts and Regulations applicable to personnel employed by the Agency (at Roorkee, Saharanpur & GNEC), as may be applicable from time to time. Under no circumstances any liability in respect of matters connected with employment will devolve on the Institute. Any dispute between the Agency and his Staff under the Labour Act will be the sole responsibility of the Agency.
- (ii) The Agency shall in no case pay its employees a monthly amount which shall not be less than the minimum mandated rates, as per the minimum wages Act. The payment should be made by cheque or online transaction and a record of that should be kept in a register, which may be examined by the Institute at any time. The agency is liable to open the UAN of each outsourced person within three months of the award of contract on priority as that his accumulated fund may be shown against his account and UAN.
35. The Agency will ensure the payment of monthly wages (salary) to their outsourcing personnel by **7th day of each month** and claim the amount with supported documents i.e. attendance and payment both i.e. wages and statutory liability. It will not be linked with the payment made by IIT Roorkee to the agency against the claim of the agency. The reimbursement of payment for the outsourcing services shall be made by the Institute monthly preferably within fifteen days of receipt of


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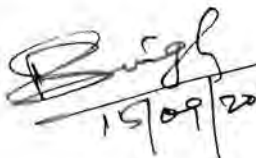
the bill for each calendar month, supported with the requisite document to establish carrying out of outsourced work like daily attendance and other records, wages' receipt and proof of depositing the statutory liabilities which shall be made open to scrutiny by the Institute. It shall be the responsibility of the Institute to ensure that regular and timely payment is made of the amount due to the Agency.

36. The Agency must provide pay-slip and proof for Provident Fund, ESI & other statutory payments (please refer BOQ), as admissible to each of their employees posted at IIT Roorkee campus, Saharanpur and GNEC Noida Campus. It will also be mandatory for the Agency to give proof to the Institute every month that the Provident Fund contribution of each individual has been paid along with the salary claim for next month. The Agency shall also be responsible for proper insurance, ESI contribution payments etc to its employees. The Agency is also responsible for ESI cards to be given within three months after verifying his family details.
37. The personnel deployed under this contract shall maintain proper office decorum. They shall not disclose any secret official information to any unauthorized person.
38. **The bid security (earnest money deposit) may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder:-
 - (a) fails to sign the contract in accordance with the terms of the tender document.
 - (b) fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - (c) fails or refuses to honor his own quoted prices for the services or part thereof.
 - (d) in such case, the bidder is also liable to be debarred from future tendering.
- The earnest money of unsuccessful bidders will be returned to them without any interest within 15 working days after award of the contract.

D. CODE OF CONDUCT :

The contractor shall strictly observe that its personnel notwithstanding:

1. are always smartly turned out and vigilant.
2. are punctual and arrive at least 15 minutes before start of their duty time.
3. take charges of their duties properly and thoroughly.
4. perform their duties with honesty and sincerity.
5. read and understand their post and site instructions and follow the same.


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6. extend respect to all officers and staff of the Institute.
7. shall not smoke/drink alcohol on duty, or come drunk/inebriated conditions and report for duty.
8. will not gossip or chit chat while on duty or share negative information about the institute or its employees on social media etc.

GENERAL REQUIREMENTS:

1. The contract shall be awarded initially for one year and may be extended for further two years on yearly basis if the outsourcing services provided by the Agency are found to be satisfactory by the Institute. Thereof during the extension period, if granted, the increase if any, in the minimum wages and their statutory charges will be proportionally incorporated in these charges on providing proof of such increase by the Agency.
2. The Institute reserves the right to ask and require the Agency to remove any person deployed by the Agency, without assigning any reason/ notice, thereof.
3. The outsourcing staff deployed by the Agency will not join any union/association and shall have absolutely no claim for employment at the Institute or any other claim on the Institute.
4. The entire risk and liability regarding any damage, death or injury to the outsourcing personnel will be that of the Agency.
5. The Agency will provide the complete bio-data of its staff to the Institute for its perusal.
6. In case the outsourcing services arrangements are found unsatisfactory, in its absolute discretion, the Institute will have every right to terminate the contract with one month's notice, before the maturity period of the contract, without assigning any reason thereof. An appropriate penalty may be imposed on the Agency by the Institute authorities for unsatisfactory work or for any breach of the contract.
7. Subletting of the contract or any part thereof will lead to summarily cancellation of the contract, and will make the Agency liable to punitive action by the Institute including forfeiture of the security deposit.
8. The use of drugs and liquor by the outsourced staff deployed by the Agency is totally prohibited. Any outsourced personnel found guilty on this account shall be

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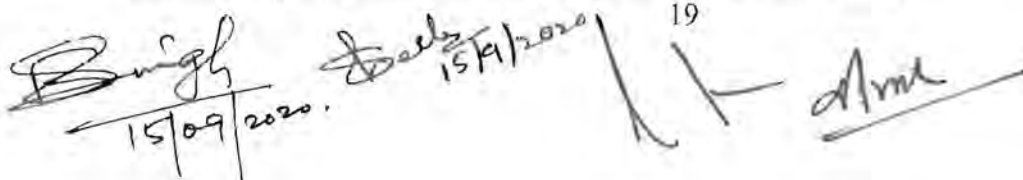
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immediately removed by the Agency from the Institute. Such a person will not be redeployed in the Institute under any circumstances.


9. The Agency shall take proper and reasonable precautions to preserve from loss, reduction, waste or misuse the areas of responsibilities given to them by the Institute and shall not knowingly lend to any person or company any of the effects or assets of the Institute under its control. However, the Agency will not be held responsible for the damages/ sabotage caused to the property of the Institute due to riots/mobs or any other events of force majeure whether or not of the same nature.
10. If the Agency fails to implement the assigned jobs or parts thereof or Standard Operating Procedures to the satisfaction of the Director of the Institute or any officer nominated by him, it shall be penalized by imposing appropriate fine.
11. None of the staff of the Agency shall enter into any kind of private work at different locations of the Institute during working hours or otherwise, failing which appropriate penalty shall be imposed without giving any notice.
12. The manpower proposed to be deployed by the Agency shall be subject to screening by the Institute, to ascertain their antecedents, suitability and skills. Before deploying a person in the Institute the Agency shall furnish complete particulars and obtain written approval of the designated officer of the Institute.
13. The Bank Guarantee/ Pledged FDR provided by the Agency may be used by the Institute in case the Agency fails to pay its labour force or for any other default or non - compliance on the part of the agency.
14. The Agency will apply to the labour commissioner for obtaining a labour license for Utrakhand and will submit a copy of license to the Institute within 30 days from the date of award of the contract.
15. Timely submission receipts of ESIC and PF Returns along with challans must be submitted to the Institute on monthly basis.
16. Disbursement of wages shall be displayed & a copy is to be sent to the Institute periodically. Copy of the payment advice sent to the bank for salary disbursement with bank's acknowledgement is to be submitted monthly to the Institute.
17. All statutory requirements concerning maintenance of records have to be adhered to.
18. As and when required, the Agency shall deploy extra men power/work services on demand by the Institute on payment at pro-rata basis.


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19. The Agency must have a proper office and a properly running training centre in Roorkee. It should be a professionally running organization and not a garage operation. The Agency shall have proper standards and procedures of recruitment for outsource staff.
20. The rates entered into contract between the agency and IIT Roorkee for the purpose of supplying the aforesaid work services on outsource basis can be revised by mutual agreement during the period of this contract and revisions of rates shall be done as applicable in case of Govt. of India.
21. The workmen shall observe such timings as are prescribed by IIT Roorkee from time to time. In the absence of any specific timing having been provided for by IIT Roorkee normal office timings shall be followed. In case on certain occasions the office needs to be operated over time, no over time shall be payable.
22. The outsourcing agency would be responsible for maintenance of the leave record of the workmen/personnel 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 leaves and follow the relevant rules in this regard. The bills may be raised accordingly.
23. The agency shall be binding to check the health status of persons deployed at the site specially related to infectious diseases.

TERMINATION:

- a. The Institute shall at any time be entitled to determine and terminate the contract for any cause including unsatisfactory performance or violation of the terms and conditions of the contract whatsoever. A notice in writing from the Institute to the Agency shall be issued giving 30 (thirty) days' time for such termination without assigning any reasons thereof. No compensation will be paid on account of the termination.
- b. Termination of the contract shall not relieve the Agency from any of his obligation imposed by the contract with respect to the work performed by them prior to such termination.
- c. In case of termination of the contract, IIT Roorkee reserves the right to get the work done by deploying other Agencies. Cost incurred for the same will be recovered from agency's bill/PBG/ pledged FDR.


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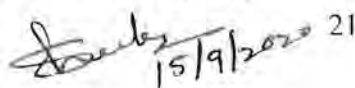

- d. The Agency shall be wholly responsible for the payment of minimum wages. As and when the minimum wages rates are changed by the govt. of India/state govt. of Uttarakhand, the Agency shall pay the revised rates to his workers as on the date and shall apply for reimbursement of the expenditure by raising a bill. In additions to the monthly salary, the Agency shall also have to extend statutory benefits provided under Employees Provident Fund & Misc. (Prov.) Act-1952, Employees State Insurance Act-1948 and other benefits in terms of the applicable labour laws to its workers deployed in IIT Roorkee campuses. Failure to do so would liable to termination of the contract immediately.
- e. E.P.F., E.S.I. and Bonus elements are in accordance with prescribed rate on minimum wages. Payments of the elements like EPF contribution, ESI contribution (wherever applicable) would be paid for the previous month on production of authenticated document regarding deposition of statutory elements to appropriate authority and payment of Bonus to the eligible employees shall be paid first at appropriate time of a financial year and claim for reimbursement shall be made in the succeeding month. Failure to do so would liable to termination of the contract immediately.
- f. Any other statutory obligations as per the Contract Labour Act and other laws and acts not mentioned here are to be complied in due course of time. Failure to do so would liable to termination of the contract immediately.

PENALTY:

In the event of the Agency/Contractor's failure to execute the work **entrusted to it under this Agreement satisfactorily, IIT Roorkee shall make alternative arrangement to do it and the difference of cost incurred by IIT Roorkee thereby shall be recovered from the Agency/Contractor's unpaid bills and Contractor's Security deposit. Besides, penalty as decided by IIT Roorkee shall also be levied and recovered.**

- a) The Contractor shall disburse salary to its deployed manpower, if any, latest by 7th day of every month, failing which penalty of Rs 2000/- per day will be imposed upto 30th day of the month and on delay beyond 20 days the contract shall liable to be terminated. In case the Agency fails to make the payments by the stipulated date and time, the contract is liable to be terminated and the Agency is liable to be blacklisted and Security Deposit / Performance Bank Guarantee submitted by the Agency shall be forfeited and Bank Guarantee will


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be encashed. Further, the payments due to the agency shall also be forfeited in case the Agency fails to make payments. Under such circumstances, the Institute will have the power to appoint any other agency for the manpower services at the risk and cost of the Agency.

- b) If the requirement of number of manpower/work hires services increases in future, the agency shall provide the required work services on same terms and conditions.
- c) In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF etc.) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client.
- d) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor fails to provide requisite number of manpower, the Client shall make deductions at double the rate of hiring rate on pro rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

REVISION OF RATE:

Effect of revision of minimum wages as per govt. notification will be considered with its pro rata effect subject to submission of application along with govt. notification by the Agency.

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.

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TENDER FEE AND EARNEST MONEY DEPOSIT (EMD):

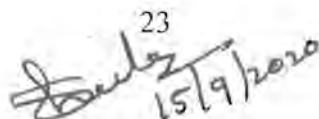
- i. Bidders shall submit Tender Fee (non- refundable) of value of Rs.10,000/- (Rupees Ten Thousand only) online into the account of IIT Roorkee on below mentioned account details with description of complete tender/enquiry number. Tender can be downloaded from the Institute Website or CPPP.
- ii. The Technical Bid should accompany an EMD of value Rs. 25,00,000/- (Rupees Twenty Five Lac only) which should be deposited online into below mentioned account.

Details of IIT Roorkee Bank Account

Account Name: NON MHRD GOVERNMENT FUND IIT ROORKEE
Account No.: 00000032685865515
Bank Name: STATE BANK OF INDIA
Branch Address: IIT ROORKEE, ROORKEE
IFSC Code: SBIN0001069
MICR: 247002094

- iii. The Bidder will have to fill the EMD details in portal & provide the tender reference number in the narration/remarks while doing the payment as per quoted items and share the receipt of the same in pdf on CPP Portal (<https://eprocure.gov.in/eprocure.app>). The qualification in Technical bid will be subject to the submission of EMD in above mentioned account within schedule date and time as mentioned in the NIT. IITR shall not be responsible for any delay in submission of EMD.
- iv. In case the EMD is not received in above mentioned account within the aforesaid period i.e., before bid opening date & time as mentioned in NIT, the bid will be out rightly rejected.
- v. The earnest money shall be refunded to all the unsuccessful firms, without any interest after finalization of the contract.
- vi. EMD shall be refunded to the successful firms on receipt of PBG/Security Deposit. No interest is payable on the EMD to either the successful firms or the unsuccessful firms.
- vii. Exemption on submission of Tender fee & EMD will be given against valid MSME/NSIC certificate under valid category.


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CONTRACT SECURITY DEPOSIT:

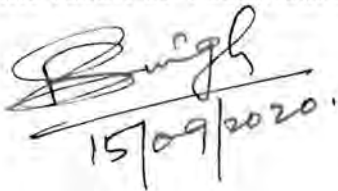
The agency/contractor shall be required to furnish a Performance Guarantee in the form of Bank Guarantee or Pledged FDR for an amount of Rs. 1,00,00,000- (Rs. One Crore) from any Nationalized Bank, in favour of "The Registrar, IIT Roorkee" within 30 days time from the date of work order. The Performance Security should remain valid for a period of sixty days (60) beyond the date of completion of the Contract. It shall be the guarantee for the faithful and due performance of the contract by the Agency in accordance with the terms and conditions specified in this contract. No interest shall be claimed by the agency on the PBG submitted. The EMD amount can be adjusted against the security deposit.

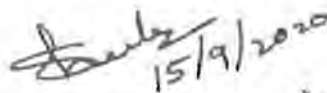
SITE VISIT

The bidder is encouraged to visit and examine the nature and intricacies of the works and obtain all information from the Institute that may be necessary for preparing the bid and entering into a contract for execution of the Work. The cost of visiting the site shall be at the Bidder's own expenses.

EVALUATION AND COMPARISON OF BIDS:

- a) Upon evaluation of technical bids as per the criteria described in Tender Document, the financial bids of technically qualified bidders will be opened.
- b) All the financial bids of the technically qualified bidders shall be opened at a later date about which all concerned bidders shall be notified in advance.
- c) All valid Financial Bids shall be opened on the notified date and time after declaring the result of Technical Bids.


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DETERMINATION OF RESPONSIVENESS

Examination of Bids and Determination of Responsiveness:

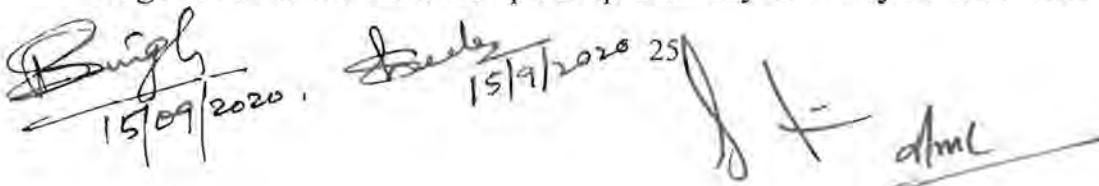
- i. Prior to detailed evaluation of bids, the Institute will determine whether each bid:-
 - (a) meets the eligibility criteria.
 - (b) has been properly signed and stamped on all pages of the tender document by an authorized signatory.
- ii. A responsive bid is one that conforms to all the terms, conditions and specifications of the bidding document, without any deviation or reservation. Any deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Institute's rights or the bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting responsive bids.
- iii. If a bid is not substantially responsive, it will be rejected by the Institute and may not subsequently be made responsive by correction or withdrawal of the non – conforming deviation or reservation.
- iv. The Institute will evaluate and compare only the bids determined to be responsive.
- v. The Institute reserves the right to call the bidders for negotiations of rates, if situation arise.

MOBILISATION:

Before mobilisation/execution of the contract/agreement prior intimation and written confirmation from the competent authority of the Institute is required.

PAYMENT OF AGENCY'S BILL:

- a. Monthly attendance Statement of outsourced work services is to be submitted in triplicate to the IIT Roorkee for certification and certified copy of the attendance statement should be attached with your monthly bill for payment. Attendance certificate must be countersigned by the authorized person of IIT Roorkee.
- b. Agency shall put up its claim every month to the Institute only after payment of wages/salaries is made to the outsourced workers deployed at IIT Roorkee. The wages and salaries shall be paid upto 7th day of every month. Thereafter, claim bill

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shall be submitted to IIT Roorkee. Details of PF deductions, ESI etc. of the outsourced workers deployed in IIT Roorkee by the Agency should also be attached with the monthly bills claimed for payment. However, the final payment shall be made to the Agency preferably within 15 days of the submission of bills after completion of all the obligations under the contract.

- c. Payments of final bills and security deposit shall be released only if it is accompanied by the proof of the following:
- (i) Having paid due wages to all his workmen engaged on the job for the whole period of contract.
 - (ii) The last payment of the company/agency will be cleared by institute only after obtaining non pendency certificate of any liability against the contract.

ACCIDENT OR INJURY TO OUTSOURCED WORKERS:

The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract. The Agency shall indemnify and keep indemnified the Institute against all such damage and compensation whatsoever in respect or in relation thereto.

THEFT/DAMAGE TO PROPERTY:


In case of any loss, theft, sabotage etc. caused by or attributable to any of the workers deployed by the Agency, the IIT Roorkee shall have the right to claim the damages from the Agency.


ARBITRATION:

In the event of any difference or dispute arises out of this work, all effort shall be made by both the parties to settle the same amicably. Failing an amicable settlement, the dispute shall be finally settled through arbitration conducted under the Arbitration and Conciliation Act 1996, by arbitrators appointed in accordance with the said Act. The arbitration shall give reasoned and speaking award. All disputes are subject to Roorkee jurisdiction only.

FORCE MAJEURE:

- (i) For the purpose of and within the scope of contract by way of indication and not of limitation, the term "Force Majeure" shall mean acts of nature, strikes, Lockouts or other residents' disturbances, act of public/enemy, wars, blockades, insurrections, riots, epidemics, earthquakes, storms, lightening, flood, washouts, civil disturbances, explosions and any other similar even not within the control


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of either party on which by exercise of due care and diligence neither party is able to prevent or overcome.

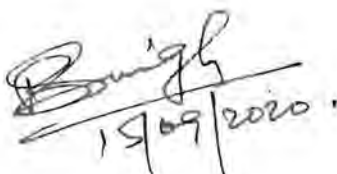
- (ii) If a Force Majeure situation arises, the Agency shall promptly notify the Institute in writing of such conditions and the cause thereof with documentary evidence. Unless otherwise directed by the Institute in writing, the Agency shall continue to perform its obligations under the Contract as far as it is reasonable.

SPECIAL CONDITIONS OF CONTRACT:-

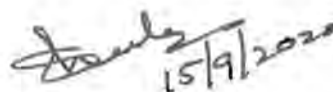
1. **Manpower duty Hours/Duration:**The work hire services are required in the normal working hours of the institute as per institute rules. In case on certain occasions the office needs to be operated over time, no over time shall be payable. Competent Authority of IIT Roorkee has the right to take suitable punitive action if any lapses are found at the place of posting, which will have direct bearing on the performance of the Agency.
2. **Attendance Register:** To be maintained by service provider/agency and the attendance of the workers should be clearly recorded which is required to be certified by the concerned nominated person of IIT Roorkee.
3. **Identity cards:**Identity cards with recent photograph (one copy of which is to be deposited in IITR – Roorkee office), as prescribed by IIT Roorkee will be provided by your agency at your cost. No worker will be allowed to attend duty without identity card.
4. The agency shall be binding to check the health status of persons deployed at the site specially related to infectious diseases.
5. Smoking, drinking and use of drugs by the workers deployed by the Agency are totally prohibited. If any worker is found guilty on this account, the Agency shall immediately remove such workers from the Institute. Such a person will not be re-hired in the Institute, under any circumstances.
6. The hiring of the workers of age more than 60 years is strictly prohibited.
7. The agency 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.

Aforementioned conditions are acceptable to me.

Signature of Contractor.


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FINANCIAL BID

For

Outsourcing of work hire services

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INDIAN INSTITUTE OF TECHNOLOGY
ROORKEE

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SCHEDULE OF RATES

Name of Work: Providing Outsourcing Services in IIT ROORKEE, Uttarakhand (Main Campus), Saharanpur Campus and GNEC, Noida Campus on contract basis.

SCHEDULE OF RATE

Price should be quoted in terms of percentage of service charge in attached BOQ. "BOQ" is to be used for submission of Financial Bid as per provided format.

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

Description of work: Contract for providing manpower on outsourcing basis in IIT Roorkee as per qualification, pay structure (including basic minimum wages) and job requirements of each category of such staff on contract basis as per details mentioned in the tender document subject to fulfilment 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)

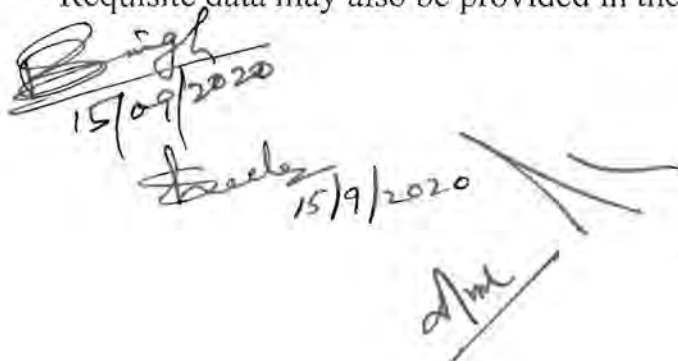
Total:

(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.


*Requisite data may also be provided in the table attached as Annexure - III (A).

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(Signature of Bidder/ Agency)
with stamp

Note:

1. The rate will be quoted for 26 days per month.
2. The actual execution of work will be as per the job requirement. However, the minimum requirement will be for eight hours.
3. The agency will provide a license from the Labour Commissioner (Central) located at Dehradun to engage such manpower as may be required, by the Institute.
4. Payment for the work services will be based on satisfactory work certificate to be given by the concerned HOD/Officer under whose supervision the job is executed. In case it is opined that job is not to the satisfaction of the Supervisor, the Agency will make suitable alternate arrangements.
5. As per Rule 173 of General Financial Rules, 2017 if the firm quoted NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
6. The firm to which the contract will be awarded has to submit performance Bank Guarantee of Rs.1 Crore on signing the Contract Agreement.
7. Any dispute between the agency and its staff under the labour laws, will be the sole responsibility of the agency.
8. If any legal dispute arises, the court of law will be Roorkee Court.


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Annexure – III (A)

Table for rates of minimum wages for Roorkee Campus, Saharanpur Campus and GNEC Campus.

ROORKEE CAMPUS

Sl.No.	Unskilled Category -I	Unskilled Category-II	Semi Skilled Category-I	Semi Skilled Category-II	Skilled Category	Highly Skilled Category-I	Highly Skilled Category -II
Basic wages (a)							
EPF (b=a x13%)							
ESI (c=(a+d)x3.25%)							
Bonus 8.33 % or Rs.583.33 which ever is lower (d)							
Total (e=a+d)							
Service Charge							
Total (g=a+b+c+d+f)							
GST (h=g x18%)							
Total with GST (i=g+h)							
Per day wages with GST (j=i÷26)							
Per day wages without GST (k=g÷26)							

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SAHARANPUR CAMPUS

Sl.No.	Unskilled Category -I	Unskilled Category-II	Semi Skilled Category-I	Semi Skilled Category-II	Skilled Category	Highly Skilled Category-I	Highly Skilled Category-II
Basic wages (a)							
EPF (b=a x13%)							
ESI (c=(a+d)x3.25%)							
Bonus 8.33 % or Rs.583.33 which ever is lower (d)							
Total (e=a+d)							
Service Charge							
Total (g=a+b+c+d+f)							
GST (h=g x18%)							
Total with GST (i=g+h)							
Per day wages with GST (j=i÷26)							
Per day wages without GST (k=g÷26)							

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GNEC CAMPUS

Sl.No.	Unskilled Category -I	Unskilled Category-II	Semi Skilled Category-I	Semi Skilled Category-II	Skilled Category	Highly Skilled Category-I	Highly Skilled Category-II
Basic wages (a)							
EPF (b=a x13%)							
ESI (c=(a+d)x3.25%)							
Bonus 8.33 % or Rs.583.33 which ever is lower (d)							
Total (e=a+d)							
Service Charge							
Total (g=a+b+c+d+f)							
GST (h=g x18%)							
Total with GST (i=g+h)							
Per day wages with GST (j=i÷26)							
Per day wages without GST (k=g÷26)							

*The agency will claim the GST @ 18% on the total amount of the bill of the particular month.

** EPF @ 13% on Max. Limit of Rs. 15000/-

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BIDS EVALUATION PROCEDURE

Technical Bid and Price Bid

IITR Departmental Purchase Committee (DPC) will evaluate the technical bids. Decision of the committee would be final and binding upon all the Tenders.

Evaluation of Technical Bid:

- i. Before evaluation of the technical bids, bidders are expected to meet the Qualifying criteria (Requirements) as mentioned in Tender Document. Bidders failing to meet these criteria or not submitting requisite supporting documents/documentary evidence for supporting the eligibility criteria are liable to be rejected summarily.
- ii. The technical bids must be complete in all respects and should cover the entire scope of work as stipulated in the tender document.
- iii. The details of the criteria adopted for evaluation of technical bids is as follows:-

EVALUATION MATRIX FOR AWARD OF MANPOWER SERVICES

Name of Bidder:

.....
(Sr. No. I to III, to be filled in by the Agency)

Evaluation Matrix:

Sr. No.	Description	Documentary proof attached at page no.	Marks
I	Certification and Credentials:-		
a)	Company Incorporation (Max. Marks- 10)		
	(i) Pvt. Limited Company (05 marks) (ii) Public Limited Company (10 marks)		
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)		
	(i) Turnover of > = INR 20 Crores < INR 30 Crores		

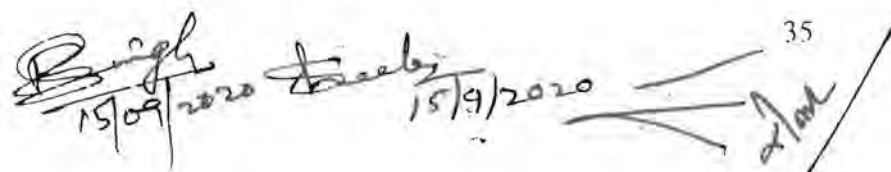
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	(03 marks)		
	(ii) Turnover of \geq INR 30 Crores $<$ INR 40 Crores (05 marks)		
	(iii) Turnover of \geq INR 40 Crores $<$ INR 50 Crores (07 marks)		
	(iv) Turnover of \geq INR 50 Crores (10 marks)		
c)	Types of Organisations in which work hire services provided (Max. Marks- 10)		
	(i) Proprietary, Private Ltd. and Public Ltd. Companies (02 marks)		
	(ii) State Government- PSU/ Autonomous Body (05 marks)		
	(iii) Central Government- PSU/ Autonomous Body (07 marks)		
	(iv) Central Government/Autonomous Educational and Research Institute (10 marks)		
II	Worker strength and experience in large volume, multistate relevant assignments:-		
a)	Total workers continuously on rolls for last Twelve months, will be verified from EPF Portal (Max. Marks- 10)		
	i) 250 workers = 02 marks		
	ii) 250-500 workers = 05 marks		
	iii) 500-1000 workers = 07 marks		
	iv) $>$ 1000 workers = 10 marks		
III	Working Experience:-		
A	Whether implemented at least five contracts of deployment of minimum 250 workers for Ministerial Staff, Technical Staff, Lab Staff and Labourers etc. during the last three financial years (Max. Marks- 10)		
	i) Implemented 5 contracts during last three years (05 marks)		
	ii) Implemented 6-8 contracts during last three years (07 marks)		
	iii) Implemented 9 or more contracts during last three years (10 marks)		



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B	Out of three contracts one contract should be of annual worth Rs. 10 Crore (shall submit supporting documents) (Max. Marks- 10)		
	(i) One contract worth Rs. 10 Crore (05 marks)		
	(ii) One contract more than Rs. 10 Crore upto 15 Crore (07 marks)		
	(iii) One contract more than 15 Crore (10 marks)		
C	No. of manpower deployed per contract in last three financial years (shall submit supporting documents) (Max. Marks-10)		
	i) Manpower deployed at least in one contract-250 (05 marks)		
	ii) Manpower deployed at least in one contract more than 250 to 500 (07 marks)		
	iii) Manpower deployed at least in one contract more than 500 (10 marks)		

iv. The maximum marks for technical evaluation is 70. Tender(s) obtaining more than or equal to 49 marks will technically qualify and below 49 will be rejected.

Evaluation of Price Bid:

a. Evaluation of price bids will be done by the Departmental Purchase Committee of IIT Roorkee.

Determination of Successful bidder:

- i. The calculation will be based on the evaluation 70% from Technical Bid and 30% from price bid to determine the successful bidder.
- ii. The following formula will be applied to determine lowest bidder. Highest marks obtained in the Final Calculation (F) will be the lowest bidder:

$$F = [(B_{Low} / B) \times 30 + T]$$

Legends:

B= Current Price Bid (Grand Total price), B_{Low}=Price Bid of the Lowest Bidder, T=Technical Bid score out of 70, F=Final Evaluation.

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