

TENDER

FOR

SUPPLY OF MANPOWER SERVICES

AT

INDIAN INSTITUTE OF TECHNOLOGY, JODHPUR (KARWAD)

NIT NO : IITJ/OIM/PC/MANPOWER/2017-18/17

NIT Issue Date : 01 January 2018

Pre-bid Meeting : 10 January 2018 1500 h

Last Date of Submission : 23 January 2018 1500h

Technical Bid Opening : 23 January 2018 1530 h

Financial Bid Opening : (will be intimated later)

Indian Institute Technology, Jodhpur

Nagaur Road (NH-65), Karwad, Jodhpur - 342037, Rajasthan

Tel-fax: 0291- 2449041 email: sps@iitj.ac.in

TENDER NOTICE

General

1. Indian Institute of Technology Jodhpur, (hereinafter referred to as the "Institute") invites sealed tenders in two-bids (1. Technical & 2. Financial) format from well-established reputed Firm / Agencies having relevant experience for providing manpower services under Highly Skilled, Skilled, Semi-skilled, Unskilled & Gardner Categories. The period of contract is initially for one year and further extendable based on satisfactory completion of contract every year on mutually accepted terms and conditions.

Scope of Work

2. The agency shall provide manpower services for the occasional / intermittent / temporary type of requirement for short duration as and when indent is placed for the same. The specified category of Manpower services shall be provided at Permanent Campus (Karwad Class C City). Tender document can be downloaded from the Institute website at URL Link: http://iitj.ac.in/IITJ_NEW/tenders/index.php?id=Services

Category of Manpower

3. The Tenderer will be required to provide the Services of Manpower as per the following categories as and when required :-

- (a) Highly Skilled
- (b) Skilled
- (c) Semi Skilled
- (d) Un Skilled
- (e) Gardeners
- (f) Services specific to impromptu requirements

4. Approximate strength of the abovementioned services shall be approximately 50 including all categories.

Instructions to the Bidders

5. Tender should be submitted in two parts, Part - I (Technical Bid) & Part - II (Financial Bid). The cover for Part - I should be super scribed as "Tender for Services of Manpower, Part - I Technical Bid" and the cover for Part - II should be super-scribed as "Tender for Services of Manpower, Part - II Financial Bid".

6. **Part -I (Technical Bid):** Technical bid should contain information regarding constitutional documents (Memorandum and Articles of Association or Registration of Firm etc), ESI & EPF Registration, Business Turnover, experience in the sector, valid Labour Contract Licenses under Contract Labour Act / Laws and other details of the company / firm to enable judging the suitability of the tenderer. Self-attested copies of all supporting document(s) should be enclosed with technical bid in the prescribed format i.e. **Appendix A** which should inter alia contain the documents as per succeeding paras.

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7. **Eligibility Criteria:** Agencies fulfilling the following requirements shall only be eligible to apply:-

(a) Only registered / licensed labor supplier's agency (Labour Contractor) with labour Department of any State Govt. / Central Govt. shall be eligible to apply. Self-attested valid registration copy must be enclosed with technical bid.

(b) Tenderer should have experience of at-least 3 years to supply the manpower services to the Government / Semi Government Institutions or big private organizations for the various jobs. **At-least two latest copies of satisfactory work completion certificate must be enclosed with technical bid.**

(c) Average Annual Turnover of the tenderer for each of the last three financial years shall not be less than the amount specified in Para 14 (h) below. Financial statements, duly certified by Chartered Accountant (CA) for the past three years, shall be enclosed with the technical bid in support thereof along with copies of Income Tax return.

(d) The tenderer has not been debarred and / or blacklisted by any Central Government and / or any State Government Department(s) and the tenderer should not have any litigation in any of the labour court(s). An affidavit to that effect on Non-Judicial Stamp paper of Rs 100/- duly notarized, shall be enclosed with the technical bid. The proforma of the affidavit is attached with the tender as **Appendix B.**

(e) The Tenderer shall submit one copy of tender document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of tender term & conditions by tenderer.

(f) The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and/or fail to submit the required documents as mentioned/ or required in tender document are liable to be summarily rejected.

(g) The Institute reserves the right to reject any or all tenders, wholly or partly or close tender at any stage prior to the award of contract without assigning any reason whatsoever.

8. **Tender Preparation Cost:** The tenderer shall solely bear all costs associated with the preparation and submission of the bids, including the site visit etc. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by the Institute.

9. **Part - II (Financial Bid):**

(a) The financial bid will be in the format enclosed with tender as **Appendix D** in separate sealed cover. Failure to provide price bid in a sealed separate cover will result in invalidation of the offer.

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(b) The Bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. Tenderer should quote the price in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.

(c) Service Tax or any other taxes and Education Cess will be paid extra as applicable and will be chargeable on service charges.

10. Tender Evaluation: Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender documents. Evaluation of the proposals shall be done in two stages as:

(a) Stage - I (Technical Evaluation):

(i) Institute shall evaluate technical bids to determine, whether these qualify the essential eligibility criteria, whether the tenderer has submitted EMD & tender fee, whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to submitted with technical bid are submitted and whether bids are completed and generally in order.

(ii) After evaluation of technical bids, a list of only those Vendors who qualify in Technical evaluation shall be prepared and considered for opening of financial bids. Short-listed tenderer(s) shall be informed for the date, time and place of financial bids opening and they may depute their representative/s to attend the same on the scheduled date & time.

(b) Stage - II (Financial Evaluation): The financial bids shall be evaluated on the basis of **Service Charge** quoted by tenderer(s).

11. Award of Contract: After due evaluation of the financial bids, the Institute will award the contract to the lowest tenderer (hereinafter referred to as the "Contractor").

12. Commencement of Contract: The contractor shall commence the work on receipt of letter of intent (LOI) / work order which shall be accepted by the contractor within not more than 10 days from the date of receipt of letter of intent (LOI) / work order (or) 15 days from the date of signing of said LOI/order whichever is earlier.

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13. Familiarization with Local Conditions

(a) It shall be the responsibility of each tenderer to fully inform / acquaint / familiarize himself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

(b) The Institute shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Institute, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on this tender document will be entertained by the Institute.

Financial Obligations

14. Tenderer has to meet following financial obligations :-

(a) **Earnest Money Deposit (EMD)** The tenderer shall be required to deposit EMD for an amount of Rs 1,40,000/- (Rupees One lakh forty thousand only) refundable and non-refundable tender fee for an amount of Rs 500/- (Rupees Five Hundreds only) by way of demand draft only. The demand draft shall be drawn in favour of "Director, IIT Jodhpur" payable at Jodhpur.

(b) The demand drafts for EMD & tender fee must be enclosed in the envelope containing the technical bid. Any technical bid without the demand drafts of EMD and tender fee is liable to be rejected. Institute is not liable to pay any interest on such amount. EMD shall be forfeited if the tenderer withdraws his bid during the period of tender validity.

(c) The EMD of the tenderer, whose tender has been accepted, will be returned on the submission of performance security after award of contract and execution of the agreement. EMD of the successful tenderer shall be forfeited, if one refuses or neglects to execute the agreement or fails to furnish the required performance security within the time frame as specified by the Institute.

(d) **Performance Security Deposit** The contractor shall be required to furnish a Performance Security on or before contract commencement for an amount of Rs 7,00,000/- (Rupees Seven Lakh only) in the form of Fixed Deposit Receipts (FDR) issued by any Nationalized Bank in prescribed format.

(e) The performance security, as furnished by the tenderer, shall remain valid for a period of **sixty days** beyond the date of completion of all contractual obligations of the contractor under the agreement to be executed by and between the Institute and the Contractor.

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(f) In case the period of contract is extended further by the Institute in consultation with the contractor, the validity of performance security shall also be extended by the contractor accordingly, so that such performance security shall remain valid for a period of **sixty days** after the expiry of the contractor obligations for the extended period which shall not exceed three years in any case.

(g) Failure of contractor to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of contract and forfeiture of EMD / Performance Security.

(h) **Annual Turn Over** : Annual Turnover of the tenderer for each of the last three financial years shall not be less than **Rs 35,00,000 (Rupees Thirty five Lakhs only)**. Certified financial statements, duly certified by Chartered Accountant (CA) for the past three years, shall be enclosed with the technical bid in support thereof along with copies of Income Tax return.

Preparation of Envelopes

15. Technical & Financial bid envelopes X & Y respectively will be individually sealed and then placed in a separate envelope (Z) to be sealed and super scribed with Tender Number, Due date of submission. Bids received beyond due date of bid submission will be rejected. **No Tender will be entertained by Email/FAX.**

16. Contractor's Obligation

(a) Contractor shall provide the manpower services, based on temporary requirement for short duration to the Institute from time to time.

(b) The Institute would raise an indent for manpower services requisition, clearly defining the role profiles including duties and responsibilities of the manpower services needed. The role profile will clearly give details of competencies / skills needed, educational qualifications, relevant experience and estimated duration of requirement. The agency would be required to send resume of the candidates having relevant experience and qualification within 15 days (or earlier as the case may be) of sending the requisition. Contractor shall arrange to conduct an interview of the candidates. Failure to do the needful shall make the contractor liable for penalty upto Rs 500/- per day.

(c) The Institute will select the candidates and the contractor will facilitate deployment of such selected candidates in Institute within a maximum period of **30 days**. Failure to do the needful shall make the contractor liable for penalty upto Rs 500/- per day.

(d) The decision of the Institute w.r.t. to the requirement of manpower services shall be final.

(e) Contractor needs to submit the police verification of manpower deployed for the services in Institute and shall remain responsible for good conduct of his employee.

(f) Contractor needs to submit the fitness certificate of manpower deputed for the services in Institute from Medical Officer of the Govt. Hospitals.

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(g) The contractor shall have opened an RTGS bank account of the deployed manpower with State Bank of India, IIT Jodhpur branch or any Nationalized Bank functioning in Jodhpur. The contractor will be required to submit the certificate, duly certified by the bank manager giving the details of wages of deployed manpower for the preceding month, deposited in manpower account. The certificate must be submitted with monthly reimbursement bill as proof of (manpower wages) payment for which the reimbursement is claimed.

(h) The contractor will ensure that all labour laws are complied with.

(j) The contractor would ensure that the payment for the manpower services are in strict compliance with Minimum Wages Act and shall be made on or before 7th of every month, through RTGS mode only. There should be no linkage between payment and to the Manpower settlement of contractor`s bills from the Institute.

17. Reimbursement of Wages It will be restricted to the minimum wages as fixed by the Central Govt from time to time or as the wages fixed by the Institute as the case may be with all the dues like EPF & ESI throughout the contract tenure. It shall be incumbent upon the contractor to pay the wages to its manpower as fixed by the Central Govt or as fixed by the Institute as the case maybe. Any violation shall attract the cancellation of contract and legal action as per Laws.

18. The Contractor will submit the pre-receipted duly stamped printed bills on prescribed format for reimbursement of wages paid to the manpower deployed under the contract in triplicate for preceding month. Each monthly bill must accompany the:

(a) List of manpower deployed at Institute.

(b) Duration of their engagement, duly verified by the Office of Infrastructure Management.

(c) Satisfactory work completion certificate, issued by concerned Office of Infrastructure Management.

(d) Certificate of RTGS transfer of wages issued by the Bank Manager.

(e) Copies of authenticated documents for payment of ESI & EPF contribution to such manpower.

19. Separate bill in prescribed format shall be submitted for payment of service charges for the month.

20. The contractor shall abide by all laws, rules and regulations framed there under or any other statutory obligations which are in force from time to time. The contractor shall indemnify the Institute from any claims in this regard.

21. Institute Obligations

(a) The Institute on the receipt of the bill will check all records and there after process the bill for payment. Institute will reimburse the amount to the contractor within 10 working days from the date of the submission / or verification of bill.

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- (b) The Institute will only reimburse the minimum wages and statutory obligations like EPF & ESI paid in the bill for monthly reimbursement.
- (c) Income Tax and other statutory levies as applicable from time to time will be deducted at the source from service charges of the contractor.
- (d) Service charges quoted shall be inclusive of all Taxes including GST.

22. Terms & Conditions:

- (a) The contractor must have minimum 30 or more employees enrolled before tender date.
- (b) The contractor must have at least 01 (one) running contract.
- (c) Firm/company must ensure that no litigation is in process against the firm.
- (d) Any losses sustained by Institute due to negligence of contractor`s services in the form of any loss / damage of property, will be recoverable from the contractor, as the money value shall be estimated by the Institute. The decision of the Institute in this regard will be final and binding on the contractor.
- (e) The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- (f) The contractor shall apply to the Labour Commissioner for labour license and will submit a copy of the same to Institute within 30 days from date of work award. The fee for issue of such license shall be paid by the contractor.
- (g) Any action on part of tenderer to influence any Officer of the Institute or canvassing in any form shall make the tender liable for rejection.
- (h) If in the opinion of the Institute authorities, the performance of any of manpower deployed is not satisfactory or he / she is not amenable to discipline or their behavior is not conducive to retain them for the work, he / she should be replaced immediately.
- (j) Firm/Company shall ensure that detailed Standard Operating Procedure (SOP) is followed while enrolling candidates.
- (k) Manpower deployed by the contractor shall be an employee of the contractor and contractor will be solely responsible for any claim whatsoever arising against any service covered under the contract.
- (l) The Institute shall not be responsible or liable under any laws / or rules or in any case that is in force or that may come in force from time to time in respect of the claim raised by manpower deputed by the contractor.

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(m) It will be the prime responsibility of the contractor to provide a suitable substitute to the Institute, if any manpower are absent from duties.

(n) If any injury is caused to any manpower by accident arising out of and in the course of his deployment, contractor shall be liable to pay compensation in accordance with the provisions of Laws (as applicable). Institute shall not be subjected to own any responsibility under the provisions of any such Act, Laws or Rules.

(o) Institute is a **No Smoking Zone**. The Contractor should ensure that the worker engaged Do Not Smoke while working. The Contractor shall ensure that such manpower do not indulge in intoxication/addiction while performing their duties in Institute. The Contractor shall ensure that manpower shall not play cards or indulge in any sort of **Gambling** while working and executing their duties in terms of the Contract.

23. Duration of Contract : The Contract initially will be for one year which may be further extended for another two years on existing rates on mutually agreed Terms & Conditions.

24. Arbitration:

(a) In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, the Institute and the Contractor will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.

(b) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.

25. Jurisdiction: The court(s) at Jodhpur alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jodhpur court shall have jurisdiction in the matter.

26. Clarification: The prospective tenderer requiring any clarification regarding the tender document are requested to contact purchase section email id: sps@iitj.ac.in. The purchase section will respond in writing to any request for clarification, which is received not later than the 10 days before the last date of submission of tender.

At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

The amendment will be published on Institute website. In order to afford prospective tenderers reasonable time in which to take the amendment into account in preparing their bid, the Institute may, at its discretion extend the deadline for the submission of tender.

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27. Termination of Contract: The Institute reserves the absolute right to terminate contract forthwith, if found that contract continuation of the contract is not in public interest such as:-

- (a) If the Contractor fails to provide the services as envisaged herein within the period(s) specified in the contract or any extension thereof as may be granted by Institute.
- (b) If the Contractor fails to perform any of the obligation(s) under the contract.
- (c) If at any later date, it is found that the documents and certificates submitted by the contractor are forged or have been manipulated, the work order issued to the contractor shall be cancelled and performance security issued to the Institute shall be forfeited without any claim whatsoever on Institute and the contractor shall be liable for action as appropriate under the extant laws.
- (d) The contractor is not eligible for any compensation or claim in the event of such cancellation.

Appendix A

Format for Technical Bid (on letter head)

S No	Descriptions	Information to be filled by the Tenderer (if required separate sheets may be enclosed)	
1.	Name, Address, Mobile No & E mail ID of Tenderer with complete contact details		
2.	Type of Organization (Whether proprietorship, partnership, private limited, limited company)		
3.	Name and Address of the Directors Proprietor /Partners		
4.	Bank details of Agency (Name of Bank, Branch, Account No & IFSC Code of Bank/Branch)		
5.	Declaration regarding blacklisting or otherwise by the Govt Departments as given in Appendix 'C' .		
6.	Year of formation of the company/ experience as a Labour supplier Agency		
7.	Details of Registration	R No	Copy enclosed : Y / N
8.	IncomeTax Return for last three Financial years (attach copies)	Copy Enclosed	Y / N
9.	Turnover of the Agency during last three financial years (attach copies)	Copy Enclosed	Y / N
10.	Details of Registration with Statutory Authorities like EPF and ESIC, etc (attach copies)	PF Registration No	Copy enclosed : Y / N
		ESIC Registration No	Copy enclosed : Y / N
11.	(a) Service Tax /GST Number	No	Copy enclosed : Y / N
	(b) PAN Number	No	Copy enclosed : Y / N
12.	Details of Tender Fee	DD No	Date
13.	Details of Earnest Money Deposit (EMD)	DD No	Date
14.	Any other information		

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List of Major Clients, including Govt Organizations / Academic Institutions.

S No	Name of Client with Contact Details	Category / Nature of Manpower Services supplied	Duration for which Manpower Service Supplied (Yr)	No of Manpower Service supplied
1.				
2.				
3.				
4.				
5.				

Note:- Please furnish atleast two references of Senior Executives as under:-

S. No	Name with Designation	Name of Company/Firm	Landline No	Mobile No	Email ID	Address
(a)						
(b)						

Copies of relevant documents are to be enclosed in support of above information.

Turnover during the last three years

S. No.	Years	Turnover in Rupees (in words and figures)	Copy Enclosed / Not Enclosed
1.	2016-17		Y / N
2.	2015-16		Y / N
3.	2014-15		Y / N

Please enclose documentary evidence for above facts, dully verified by the Chartered Accountant (CA).

Copies of relevant documents are to be enclosed in support of above information.

Undertaking

(a) I hereby certify that all the information furnished above are true to the best of my knowledge. I have no objection to Institute verifying any or all the information furnished in this document with the concerned authorities, if necessary.

(b) I also certify that, I have understood the complete scope of work; all terms and conditions indicated in the tender document and completely accept all of them.

(c) I also certify that, all employees enrolled are police verified.

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DETAILS OF ADMINISTRATIVE STAFF ON COMPANY ROLL (on letter head)

Name of Company: _____

Ser No	Designation	Total Number	Names	Qualification	Professional experience	Contact Nos	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)

(Signature of the Applicant)

Note: (a) Please mention the name of Executive level Officers only.

(b) Total Number of Employees enrolled before tender date (not less than 30) - _____

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

(To be executed & attested by Public Notary / Executive Magistrate on Rs100/- non judicial Stamp paper by the Tenderer)

1. I/ We _____ (Tenderer) hereby declare that the Tenderer namely

M/s _____ has not been blacklisted or debarred in the past by Union / State Government or any Organization from taking part in Government tenders in India and has no litigation in any of the Labour Court(s).

(Or)

I / We _____ (Tenderer) hereby declare that the Tenderer namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years wef _____ to _____. The period is over on _____ and now the firm / company is entitled to take part in Government tenders _____.

2. In case the above information found false, I / we are fully aware that the tender / contract will be rejected/cancelled by Director, IIT Jodhpur, and EMD / Performance Security shall be forfeited.

3. In addition to the above, Director IIT Jodhpur will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Address _____

Seal & Signature of the authorized signatory of the agency

PROFORMA FOR FINANCIAL BID (on letter head)

Ref No

Date:

1. I / we herewith submit the Financial Bid for the Supply of manpower services, as per the details give in Tender document and assessed the scope of works thoroughly and have also gone through the tender documents and understood the Terms & Conditions stipulated therein before quoting the rates hereunder.

2. Our service Charge is % (..... Percentage) of the monthly bill for reimbursement.

3. Our fee inclusive of all the statutory liability, duties fees, other charges but excluding of service tax or GST. Service Tax/GST or any other taxes and Education Cess will be paid by the Institute as applicable. Employer`s EPF & ESI shall not be considered while calculating service charge.

DECLARATION

4. I / We undertake that the payment to the employees will be made as per minimum wages rates prescribed by Govt of India from time to time under Minimum Wages Act or as prescribed in the indent of the Institute and applicable statutory payments on account of EPF & ESI.

5. We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.

6. No other charges would be payable by Institute.

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