

TENDER

FOR

SUPPLY OF MANPOWER

AT

INDIAN INSTITUTE OF TECHNOLOGY, JODHPUR

<u>NIT No</u>	: <u>IITJ/TEN/MANPOWER/2015-2016/02</u>
<u>NIT Issue Date</u>	: 29 Aug 2015
<u>Pre-bid Meeting</u>	: 10 Sep 2015
<u>Last Date of Submission</u>	: 22 Sep2015

Indian Institute Technology, Jodhpur
Old Residency Road, Ratanada, Jodhpur – 342011, Rajasthan
Tel-fax: 0291- 2449041 email: sps@iitj.ac.in

TENDER NOTICE

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 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.
2. The agency shall provide manpower for the occasional / intermittent / temporary type of requirement for short duration as and when indent is placed for the same. Tender document can be downloaded from the Institute website at URL Link: http://iitj.ac.in/IITJ_NEW/tenders/index.php?id=Services
3. The Tenderer shall be required to deposit earnest money (EMD) for an amount of **Rs 25,000/- (Rupees Twenty Five Thousands only)** refundable and non-refundable tender fee for an amount of **Rs500/- (Rupees Five Hundreds only)** by way of demand draft drawn in favour of “Director, IIT Jodhpur” payable at Jodhpur. **The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid.**
4. Offers in the financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in pen ink or ball pen. Use of pencil will be ignored. The relevant supporting documents as mentioned or required should be enclosed along with the offer.
5. Technical & financial bid envelopes should be individually sealed and then placed in a third envelope to be sealed and super scribed with tender number, due date of submission. Bids received beyond last date of bid submission will be rejected. **No tender will be entertained by E-mail / FAX.**
6. The tender shall be submitted in a sealed envelope bearing the following reference on top left corner: “NIT No: IITJ/TEN/MANPOWER/2015-2016/02” latest by **22Sep 2015** at 1500 hrs and addressed to:

“The Director IIT Jodhpur,
Stores & Purchase Section
Old Residency Road, Ratanada,
Jodhpur – 342011, Rajasthan”
7. **Pre-bid Meeting is scheduled on 10 Sep 2015 at 1500 hrs** at S 1, Seminar Hall, Administrative Block, IIT Jodhpur. The prospective tenderer(s) are requested to attend the pre-bid meeting on scheduled date and time.
8. Terms & conditions and any other factor which may affect the contract, shall be open for discussion for wider competition and competitive prices.

9. 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.

10. The amendment will be published on Institute website. In order to afford prospective tenderer(s) 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.

11. Technical bid will be opened on **22 Sep 2015** at 1600 hrs in S - 1, Seminar Hall and Administrative Block of the Institute in the presence of the tenderer or their authorized representative, who are present at the scheduled time.

12. Date and time of opening of financial bids will be decided after technical bids have been evaluated by the Institute. Financial Bids of only those Tenderers will be opened, who qualify the eligibility criteria, on the specified date and time. The date, time & place of opening of the financial bids will be intimated in due course of time.

13. In the event of the due date of receipt and opening of the tender(s) being declared as holiday for the Institute, then due date of receipt / opening of the Tender will be the next working day at the same time.

14. The tenderer(s) are requested to read the tender document carefully and ensure compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.

15. The tender document, duly signed and stamped on each pages, shall be returned in original with the technical bid as a proof to confirm the acceptance of the entire term & conditions of tender.

16. Any amendment and / or addition made to the tender are not permissible after opening of the tender, incomplete tender(s), will be rejected.

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

INSTRUCTIONS TO TENDERER

18. 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 Supply of Manpower, Part – I Technical Bid” and the cover for Part – II should be super-scribed as “Tender for Supply of Manpower, Part – II Financial Bid”.

19. 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.

20. 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 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) Annual turnover of the tenderer for each of the last three financial years shall not be less than **Rs 5,00,000(Rupees 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.

(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 10/- duly notarized, shall be enclosed with the technical bid. The proforma of the affidavit is attached with the tenderas **Appendix B.**

(e) The tenderer shall be required to deposit the earnest money deposit (EMD) for an amount of **Rs 25,000/- (Rupees Twenty Five Thousands 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. **The demand drafts forearnest money deposit & tender fee must be enclosed in envelope containing the Technical Bid.**

(f) 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.

(g) 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.

(h) 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.

21. Earnest Money Deposit:The tenderer shall be required to deposit earnest money (EMD) for an amount of Rs 25,000/- (Rupees Twenty Five Thousands 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.

22. The demand drafts for earnest money deposit & tender fee must be enclosed in the envelope containing the technical bid. Any technical bid without the demand drafts of earnest money deposit and tender fee is liable to be rejected. Institute is not liable to pay any interest on such amount. Earnest money deposit shall be forfeited if the tenderer withdraws its bid during the period of tender validity.

23. The earnest money deposit 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. Earnest money deposit 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.

24. After the award of the contract to successful tenderer, the earnest money deposit of all other tenderer(s) will be refunded within 30 days whose offers have not been accepted.

25. Local Conditions:

(a) It shall be the responsibility on 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.

26. 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.

27. 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.

(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.

28. 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 the qualifying tenderer(s) shall be made. 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).

29. 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”).

30. 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.

31. Performance Security

(a) The contractor shall be required to furnish a Performance Security on or before contract commencement for an amount of Rs 1, 00, 000/- (Rupees of One Lakh only) in the form of irrevocable bank guarantee issued by any nationalized bank in prescribed format **or** FDR.

(b) 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.

(c) 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 of the contractor for the extended period.

(d) Failure of contractor to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of contract and forfeiture of earnest money / performance security.

32. 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.

33. Contractor's Obligations:

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

(b) The Institute would raise an indent for manpower requisition, clearly defining the role profiles including duties and responsibilities of the manpower 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 deployment 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.

(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 compliance with.

(i) The contractor would ensure that the payment to the manpower are in strict observance 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 manpower payment and settlement of contractor's bill from the Institute.

34. Reimbursement of Wages 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.

35. 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 concerned Office of Infrastructure Management.
- (c) Satisfactory work completion certificate, issued by concerned Office of Infrastructure Management.
- (d) Certificate of RTGS transfer of wages of such guards, issued by the Bank Manager.

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

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

37. 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.

38. 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.

(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 Tax as payable on service charges shall be reimbursed by the Institute.

39. 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.

(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.

(i) Firm/Company shall ensure that detailed Standard Operating Procedure (SOP) is followed while enrolling candidates.

(j) Manpower deployed by the contractor shall be an employee of the contractor and contractor will be solely responsible for any claim whatsoever arise against any service covered under the contract.

(k) 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 manpowerdeputed by the contractor.

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

(j) 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 suchAct, Laws or Rules.

(k) 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 manpowerdo not indulge in intoxication/addiction while performing their duties in Institute. The Contractor shall ensure that such manpower shall not play cards or indulge in any sort of **Gambling**while working and executing their duties in terms of the Contract.

40. 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.

18. 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.

19. 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.

**

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.	Year of formation of the company/ experience as a Labour supplier agency		
5.	Details of Registration	R No	Copy enclosed : Y / N
6.	Income Tax return for the last three financial years (attach copies)	Copy enclosed : Y / N	
7.	Total turnover of the agency during last three financial years (attach copies)	Copy enclosed : Y / N	
8.	Details of Registration with statutory Authorities like EPF and ESIC, etc (attach copies).	PF Registration No	Copy enclosed : Y / N
		ESI Registration No	Copy enclosed : Y / N
9.	(a) Service Tax Number/ Certificate	No	Copy enclosed : Y / N
	(b) PAN Number	No	Copy enclosed : Y / N
10.	Details of Tender Document Fee	DD No	Date
11.	Details of Earnest Money	DD No	Date
12.	Any other information		

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

S No	Name of Client with Contact Details	Category / Nature of Manpower supplied	Duration for which Manpower Supplied (Yr)	No of Manpower supplied
13.				
14.				
15.				
16.				
17.				

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.	2014-15		Y / N
2.	2013-14		Y / N
3.	2012-13		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.

Seal & Signature of the authorized signatory of the agency
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Appendix B

DETAILS OF ADMINISTRATIVE STAFF ONCOMPANY 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 employees only.

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

Appendix C

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

(To be executed & attested by Public Notary / Executive Magistrate on Rs10/- 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 _____

Appendix D

PROFORMA FOR FINANCIAL BID (on letter head)

Ref No

Date:

1. I / we herewith submit the Financial Bid for the Supply of manpower, 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. Service Tax 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.