



॥ सा विद्या या विमुक्तये ॥

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भारतीय प्रौद्योगिकी संस्थान धारवाड

Indian Institute of Technology Dharwad

Near High Court, PB Road, Dharwad-580011

TEL NO: +91 836 2212 839

TENDER FOR PROVIDING
MANPOWER SUPPORT TO IIT DHARWAD

Tender no.: IIT DH/C&S/2019-20/19/MS

Notice Inviting Tender (NIT)

1	Date of Tender Publishing on website	06 Aug 19
2	Pre-bid meeting and site visit at IIT Dharwad (Attending pre-bid meeting & site visit is a mandatory condition for participating in this tender)	09 September 2019 at 1100 hrs (Mandatory for participation)
3	Date of publishing pre-bid queries (to be uploaded on the website) and publishing revised RFP (as the case may be)	17 September 2019
4	Last Date and Time for Submission of Tender	04 October 2019 at 1100 hrs (No late bid will be accepted)
5	Opening of Technical Bid	04 October 2019 at 1130 hrs
6	Address for submission of bid documents	The Assistant Registrar (C&S) IIT Dharwad Pune Bengaluru Highway Near High Court Dharwad bench Dharwad, Karnataka – 580011
7	Venue for opening of Technical Bid	Same as above
8	Duration of Contract	Initially 01 year from the date of issue of work-order (Subject to further extension as per tender terms)
9	EMD	Rs.6,00,000.00 (Rupees Six lakh only) (Firms having valid NSIC / MSME certificate may be exempted)
10	Estimated tender value	Rs. 3 Crore approx.
11	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bid will be notified only to the bidders qualifying the Technical Bid. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bid is highly preferable.

Detailed tender notice can be downloaded from the website of the Institute at: http://iitdh.ac.in/announcements_tenders.php

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

**Sd/-
Assistant Registrar (C&S)
IIT Dharwad**

GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

1. Tenders are invited under Open Tender Enquiry and two bid system **for providing manpower support to IIT Dharwad. Technical Bid** along-with supporting documents, Earnest Money Deposit (in form of DD/Bankers Cheque in favour of Registrar, IIT Dharwad payable @ Dharwad) shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed '**Technical Bid for providing manpower support to IIT Dharwad**'. All the pages of this tender document along with necessary Appendices (as applicable) duly signed and stamped, will form the technical bid.
2. **The Price Bid** as per the format annexed with this tender document, should be duly filled, stamped and signed by the authorized signatory of the agency/firm/company and sealed in a separate envelope super scribing '**Price Bid for providing manpower support to IIT Dharwad**'.
3. The Technical bid and the Price bid shall be sealed in one envelope super scribing '**Tender for providing manpower support to IIT Dharwad**'
4. The technical bids shall be opened as per schedule placed at **Notice Inviting Tender (NIT)**. The vendors who are short listed after qualifying technical bid evaluation will be intimated the date of opening of price bids subsequently through proper means. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
5. The tender **for providing manpower support to IIT Dharwad** shall initially be awarded for a period of one year from date of award of contract. However, the tender may further be extended for a period of two more years (on year to year basis) on mutual agreement subject to providing satisfactory service to IIT Dharwad and annual performance review. It may also be noted that the rates quoted by the firm, terms & conditions of the tender document shall remain unchanged during the currency of contract and extension period, if any.
6. For any query/Clarification please contact IIT Dharwad during working hrs and days on **arcs@iitdh.ac.in**. Bidders are requested to seek all clarifications through mail at the said id within the stipulated timeframe only (i.e. up to pre-bid meeting scheduled as per the NIT). Please note that no query / input from bidders will be addressed from the point of view of modification in IIT Dharwad requirement after the pre-bid is over.
7. Bidders are invited to participate in a pre-bid meeting scheduled as per the NIT. In case the pre-bid meeting is not held on the due date due to unavoidable reasons, it will be held on the very next day. **Attending Pre Bid meeting and site visit is mandatory. Only those firms who will attend the Pre Bid meeting will be eligible to participate in the Tender.** Please be present in the Conference Room of IIT Dharwad, WALMI Campus, Dharwad-580011 for this purpose. All inputs / queries will be submitted to **arcs@iitdh.ac.in** before start of the meeting. The agenda of the pre-bid meeting is as follows: -
 - (a) Elaboration of terms and conditions and procedure of selection.
 - (b) Response to the queries.
 - (c) Site visit.
8. The detail of information to be provided along-with bid, tentative penalties and other instructions are appended at **Appendix A - G** to this document.

SCOPE OF WORK

The details of the scope of **Manpower Support** to be provided is as mentioned below: -

1. The Indian Institute of Technology Dharwad (IIT Dharwad) is an autonomous body under the Ministry of Human Resource Development, Government of India. IIT Dharwad currently operates from about 135 acres WALMI (Water and Land Management Institute) Campus with various facilities spread across a large area and other leased buildings in and around Dharwad town.
2. This tender document provides for requirement of Providing Manpower Support Service at IIT Dharwad (which shall include WALMI campus and other buildings leased by IIT Dharwad) to the entire satisfaction of the Institute authorities. The scope of work is enumerated in succeeding paragraphs.
3. It is to be explicitly understood that the manpower deployed shall remain as manpower of the contractor and IIT Dharwad shall have no liability whatsoever towards the manpower so engaged. However, it is to be noted that IIT Dharwad will fix the remuneration payable to the manpower commensurate to the qualification and experience.
4. The scope of work generally consists of providing **Skilled, Semiskilled, Unskilled and specialized** manpower on a monthly basis in accordance with the labour and other concerning law. The requirement is approximately 100 numbers. However, in case of additional requirement, the contractor shall supply additional manpower at the quoted rates on prior notice.
5. **Skilled (Specialised) Manpower.**

Persons possessing Master's Degree, Equivalent degree in Medical or Engineering, PhD in relevant fields along with suitable experience identified as specialized skills by IIT Dharwad from time to time. The requirement of specialized skilled manpower will be intimated to the contractor as and when required. The scope of work will include the following:-

- (a) Academic and administrative work related activities
- (b) Engineering/infrastructure work related activities
- (c) Engineering administration/management related activities
- (d) Finalization of accounts and statutory compliance
- (e) Lab and equipment maintenance
- (f) Scientific data processing and analysis
- (g) Preparation of detailed project report
- (h) Assistance in Clinical / Health Services
- (i) Development of Software and application in the activities of the Institute
- (j) Arrangements for High Level meetings / Seminars including preparatory work
- (k) Student development related activities.
- (l) Outreach, extension, public relation activities, etc.

(m) Any other work as defined/assigned from time to time.

6. **Skilled Manpower.**

Persons possessing Graduate Degree, Equivalent Diploma of three years in relevant fields along with suitable experience identified as skilled by IIT Dharwad from time to time. The requirement of skilled manpower will be intimated to the contractor as and when required. The scope of work will include the following: -

- (a) Support and supervision in the areas of academics, educational establishment services, secretariat services, infrastructure maintenance and support, health services, scientific and engineering services, Front Office Maintenance, computer and Information Technology / ICT / ITES operations.
- (b) Support and supervision in the areas of financial accounting, vendor management, Government purchases including imports, store handling, general administration support etc.
- (c) Support and supervision in the areas of liaison, public relations, front office management etc.

7. **Semi-Skilled Manpower.**

Persons who have passed 12 standard or equivalent, ITI or Equivalent Diploma of two years in relevant fields along with suitable experience identified as semi-skilled by IIT Dharwad from time to time. The requirement of semi-skilled manpower will be intimated to the contractor as and when required. The scope of work will include the following: -

(a) Civil Works:

All required work of masonry (i.e. tiling, repairs, maintenance of buildings, other brick or stone structures, sewage, carpentry and related civil works.

(b) Electrical Works

- i. Fixing of fans, lights and attending to minor repairs.
- ii. Making provision for electrical lines wherever required.
- iii. Routine maintenance of generator set.
- iv. Attending to minor repairs of all electrical gadgets and appliances in IIT Dharwad.

(c) Plumbing Works.

- i. Rectifying the defects of flush, tanks and arresting of leakage in pipelines, wash basins etc.
- ii. Removal of blockage from PVC/Stoneware pipes (open and concealed) PVC lines and washbasins, urinals, sewerage lines, nahani trap, Inspection chamber and SW pipes.
- iii. Maintenance of water pumps, RO plants and sewage pumps.

(d) **Guest House Maintenance**

General upkeep and maintenance of guest houses of the Institute as assigned by the Institute authorities from time to time.

(e) Office Maintenance

- I. Front Office Reception/Maintenance, EPABX maintenance
- II. Data entry including Hindi, tally accounting and administrative assistance
- III. Vendor management, import/export management, stores and purchase activities.
- IV. Secretarial Assistance
- V. Outreach, extension, public relation activities, etc.
- VI. Rendering assistance to various sections
- VII. File/Paper movement internally and externally
- VIII. Scanning and photocopying
- IX. Maintenance of records, files etc.
- X. Handing over of documents at banks, post office, income tax office and various other departments.
- XI. Making arrangements for meetings, attending to hospitality needs in the office.
- XII. Any other work as assigned from time to time by Institute authorities.

8. Unskilled Manpower.

Persons who have passed 10 standard or equivalent along with suitable experience identified as unskilled by IIT Dharwad from time to time. Persons in this category will be assisting other categories of Manpower and rendering assistance to various functions of IIT Dharwad. The scope of work shall be identified and modified by IIT Dharwad from time to time.

9. Periodic monitoring of contract.

This document makes provision for joint monitoring of contract deliverables wherein the contractor / a suitable representative (Authorised by the contractor with power of attorney) shall meet IIT Dharwad authorities on a monthly basis to manage the contract. Deviation from this will attract penalty as per **Appendix 'C'**.

10. The manpower shall generally be deployed on all working days (Monday to Saturday) from 0830 hrs to 1730 hrs with variations in shifts as per requirement. One weekly off will be admissible in addition to the national holidays declared for IIT Dharwad. The contractor shall provide necessary manpower on closed/public holidays whenever required. In case of unscheduled absenteeism, IIT Dharwad shall levy penalty as per **Appendix 'C'**.
11. The manpower supplied by the contractor shall be interviewed by the IIT Dharwad authorities for fitness of deployment and authentication. Bio data of the individual is

required to be submitted to IIT Dharwad along with passport size colour photograph and certificates in support of age, educational qualification and experience at the time of award of work.

12. The manpower support so approved by IIT Dharwad authorities should not be withdrawn for any reason whatsoever without prior written consent of the authorities. A suitable substitute has to be provided with the approval of IIT Dharwad authorities.
13. If the contractor fails to provide the manpower for a particular period, penalty will be levied as per relevant clause under this document. However, such recoveries shall not liquidate or dissolve other liabilities of the contractor under the agreed terms and conditions of contract. All consequent responsibilities for such lapses shall be undertaken only by the contractor.
14. The character and antecedents of all the manpower is to be verified from the police by the contractor. Police Verification of the manpower is to be submitted at the time of award of work as per relevant clause of this tender Document.
15. The contractor shall make all necessary arrangements for the deployed manpower for any medical issue or emergency while at work. In case such arrangements are made by IIT Dharwad the expenditure will be recovered from the Contractor.
16. The monthly wages payable to the manpower shall be fixed by IIT Authorities as per scope of work. There is no scope for any alteration/modification of such wages by the contractor.
17. In case of an additional requirement not originally covered in the scope of work, the contractor shall provide such manpower as and when need arises as per the terms of this tender document.
18. IIT Dharwad shall reimburse the contractor to the extent of the amount of variation arising out of the upward revision in minimum wages as per Minimum Wages Act, 1948 by Govt. of India (Central Govt.) from time to time.
19. The contractor shall have one point of interaction with IIT Dharwad authorities (i.e. Assistant Registrar (Contract & Services). The contractor shall not have any direct dealing with any other officials at IIT Dharwad. Violation of above will be viewed seriously.
20. Prior approval is to be obtained from the IIT authorities before sending the personnel on leave.
21. In case of objection from IIT Dharwad, the contractor shall remove any manpower deployed by him who may, in the opinion of the IIT Dharwad worthy of such removal. Any claim by such workmen shall be fully discharged by the contractor. For security reasons, the removal / replacement of personnel should be done within an hour of decision by IIT Dharwad.
22. The successful bidder will be required to enter into an agreement with IIT Dharwad as per the prescribed format and execute a notarized indemnity bond on non-judicial stamp paper of appropriate value at his own cost to indemnify IIT Dh against possible or unforeseen eventualities arising out of or flowing from the contract awarded. Terms and conditions in this Tender Document will form the Contract agreement.

23. The bidders have to make a declaration in writing that they are not related to any employee of IIT Dharwad, if any relative of the contractor is an employee of IIT Dharwad, the name, designation and relationship of such employee shall be intimated while submitting the tender as per **Appendix 'G'**.
24. Contractor shall not assign or sublet the work in whole or in part to anybody else.
25. **Manpower requirement.** The agency will be required to deploy the following manpower: -

<u>Description</u>	<u>Nos</u>	<u>Minimum Qualification</u>
Un-Skilled Manpower	10	As per para 8 of the scope of work of the Tender Document
Semi-Skilled Manpower	20	As per para 7 of the scope of work of the Tender Document
Skilled Manpower	40	As per para 6 of the scope of work of the Tender Document
Specialised Skilled Manpower	30	As per para 5 of the scope of work of the Tender Document

26. The number of manpower is indicative. The actual numbers required may differ at the sole discretion of IIT Dharwad.
27. The manpower deployed by the contractor at IIT Dharwad will be employees of the contractor and any disputes between contractor and his employees will have no bearing whatsoever on IIT Dharwad.
28. The contractor shall be equally and squarely responsible for discharging of all the legal obligations under various labour legislation/ statutory laws/acts/rules and regulations as may be in force from time to time in so far as the manpower engaged by the contractor is concerned.
29. In case of theft or damage to the property and assets (movable and immovable) of IIT Dharwad by the manpower deployed, it shall be the sole responsibility of the contractor to make good the loss caused due to such theft or damage. If there is any loss to the IIT Dharwad on account of dishonesty, connivance and/or due to any cause attributable to such services, the contractor shall make good the loss to the IIT Dharwad on demand.
30. IIT Dharwad shall be free to cancel the tendering process at any stage without any liability whatsoever and reserves the right of accepting and / or rejecting the whole or any part of the bids without assigning any reason whatsoever.
31. IIT Dharwad is a total **alcohol and tobacco free campus**, therefore none of the manpower deployed at the campus should be possessing or consuming alcohol and/or tobacco products such as bidi, cigarette, chewing tobacco, gutkha, masala, pan etc. Violation will attract penalty.
32. **Minimum eligibility criteria:** - IIT Dharwad has set up minimum eligibility criteria (**09 points to be read with note**) for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the

criteria must enclose their supporting documents along with the technical bid: -

<u>Sl. No.</u>	<u>Criterion</u>	<u>Documents to be provided</u>
(a)	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and/or Partnership Deed . (As the case may be)
(b)	The bidder should be in supply of manpower support business for not less than five years before 31/07/2019 . Bids of firms which are not in existence / supply of manpower support business for 5 years as mentioned above shall not be considered.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
(c)	Bidder should have a minimum average turnover of Rs. Two crore each in last three years exclusively from providing manpower support . For this purpose last financial year would be considered as the one ended on 31.03.2018 and not any prior period.	
(d)	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2018-19, 2017-18 & 2016-17)	
(e)	Bidder should be registered with Income Tax and Goods & Service Tax departments	
(f)	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	(a) Attested copy of the Employee Provident Fund registration letter / certificate. (b) Attested copy of the Employee State Insurance registration letter / certificate.
(g)	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format in Appendix-'D'
(h)	The bidder should have a registered Office for Manpower support at Hubali-Dharwad or should open a registered office in Hubali-Dharwad at the time of award of contract so as to attend to IIT Dharwad calls within 30 Minutes and resolve at the earliest.	Relevant document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI). Or in case the bidders are presently not having office at above mentioned location then they should provide an undertaking to open a registered office within 30 days of

		award of contract. Relevant document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI) be provided within the stipulated time.
(i)	<p>Bidder should have provided manpower support or similar service to at least three (3) Government clients/ PSU/ Public Sector Companies/ Banks/ Central & State Educational Institutes of repute.</p> <p>In addition, the bidder must have carried out following manpower support or similar assignment of minimum indicated value: -</p> <p>(a) Three completed annual Manpower support or similar services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost (i.e. Rs 120 lakh each); or</p> <p>(b) Two completed annual manpower support or similar services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost (i.e. Rs 150 lakh each); or</p> <p>(c) One completed annual Manpower support or similar service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost (i.e. Rs 240 lakh).</p>	<p>Certified Work/ Supply Orders /Agreements for award of Manpower support service in support of past orders / contracts with Government clients / PSU / Public Sector Companies / Banks / Central & State Educational Institutes of repute.</p> <p>The contractor will have to furnish satisfactory work completion certificate of concerned contract concluding authorities from concerned organization for verification of successful / satisfactory completion of such Manpower support work.</p>

Note: -

a. Failure on the part of the bidder to participate in the mandatory pre-bid meeting and site visit will result in rejection of his bid as nonresponsive.

b. Kindly refer the minutes of pre-bid meeting as part of this tender document (uploaded on our website on 17.09.2019) for inclusion in the bid.

b. Any firm/bidder not fulfilling any of the above mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.

33. **Evaluation Criteria: -**

- (a) Technical bids will be opened first and evaluated based on the documentary validation and evaluation criteria (including minimum eligibility criteria) stipulated in the tender document. Commercial bids of only technically suitable/ qualified bidders will be opened. Unopened commercial bids along with EMD of technically unsuitable bidders will be given back to the bidders. Bidders will have to collect the same by submitting a requisition.
- (b) As provided in the price bid format, the bidders will have to quote the price and the L-1 firm will be awarded with the tender. **Service charge on the emoluments would be the sole factor of evaluation for identifying L1 firm.** Service charges prima facie appearing to be untenable or quoted with a disruptive intent will be liable to be rejected. The decision of the Procurement Committee IIT Dharwad will be final and binding in this regard.
- (c) Wages payable to the manpower supplied under this contract shall not be lower than **Minimum Wages for Zone 'B', as prescribed by Central Ministry of Labour & Employment, Govt. of India**, as applicable on the date of issue of this Tender.
- (d) In order to ensure compliance with statutory payments, IIT Dharwad will indicate the wage payable to each category of manpower supplied. Such payment of wages will be claimed by the contractor in his monthly bills (with proof of payment of wage, ESI and EPF against each manpower) along with his service charge for manpower support service.
- (e) The price bid shall be unambiguous and strictly be as per the price bid format. **Conditional offers or the proposals not furnished in the format attached at Appendix 'E' shall be considered non-responsive and will be rejected.**

34. **Award of Contract: -**

- (a) Contract will be awarded to the tenderer whose tender has been determined to be substantially responsive and who has been adjudged L1 bidder.
- (b) IIT Dharwad reserves the right to increase or decrease the requirement of manpower indicated at the time of award of contract.
- (c) Successful bidder shall execute the contract on a stamp paper of adequate cost as given in this document. The terms and conditions of this tender document will be part and parcel of the contract agreement.

Special Terms and Conditions

1. The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit IIT Dharwad, Dharwad and acquaint themselves with the nature and quantum of work involved before submitting the bids.

2. **Minimum Wages and Social Security Provisions.** The minimum wages payable and other statutory obligations related to social security on the part of the contractor (employer) will be as under:

- (a) Minimum Daily Wages: Minimum wages are to be paid as prescribed/notified by Central Labour Commissioner (Central) or as by Labour Commissioner (Karnataka) from time to time, whichever is higher.
- (b) Variable DA: As revised/applicable from time to time based upon CPI or any other basis specified by the concerned office.
- (c) Social Security: The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The contractor can deduct workmen's contribution from the wages payable to the workmen. The employer's contribution is to be paid by the contractor himself. Contractor will submit necessary proof for claiming contributions against EPF & ESIC along with bills.
- (d) The minimum liability of payment on the part of the contractor to the workmen or to their respective accounts will be the total of:
 - (i) Minimum daily wages
 - (ii) Variable DA on daily wages.
 - (iii) EPF
 - (iv) ESI
 - (v) Other mandatory charges applicable to the services as prescribed by the relevant authorities in Govt. from time to time.
- (e) TDS @ 2% shall be made from the amount payable to the contractor. The TDS certificate will be issued by IIT Dharwad. Payment of income tax on profits of the firm is the sole responsibility of the contractor

3. **Contract Implementation.**

- (a) Sub-contracting of the work will not be allowed.
- (b) Persons below the age of 18 years shall not be engaged for the work. The contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The contractor will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- (c) Working hours will be 8 hours per day for the workmen excluding break period. The timings and the break period will be indicated by the authorised rep. of the institute.
- (d) Contractor shall not change any employee without consent of the authorised rep. of the institute. He shall also ensure physical availability of his supervisors for mustering in/out the workmen at the institute gate and supervise their work on daily basis.
- (e) The contractor(s) shall maintain a register of all his employees and the work assigned to them on daily basis. He should be in a position to produce the same at any given time. The register shall be authenticated by the authorized representative(s) of institute on daily basis before closing of the shift.

- (f) **Contractor will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.**
- (g) The contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the contractor to effect payment to the affected person(s).

4. **Termination of Contract.**

- (a) Institute reserves the right to terminate the contract at any time without assigning any reason.
- (b) The contract can be terminated with two months' notice on either side.
- (c) In case the contractor fails to respond to the instructions given by IIT Dharwad authorities even after 48 hours, the contract may be summarily terminated by IIT Dharwad without any notice.
- (d) In case of violation of any of the terms and conditions under this contract by the contractor, IIT Dharwad shall terminate the contract and the security deposit of the contractor shall be forfeited to the extent of loss, damage, penalty against such violation. In case the loss, damage, etc, suffered by IIT Dharwad is over and above the quantum of amount of security deposit, IIT Dharwad shall have the right to recover the balance amount by lawful means.
- (e) In case of any default in remittance of statutory dues like EPF, ESI and GST by the contractor or non-compliance of provisions under the Labour Act, the contract is liable to be terminated. Any expenditure incurred by IIT Dharwad attributable to the fault of the contractor or the manpower deployed by him, such expenditure will be adjusted out of the security deposit and IIT Dharwad shall have the right to recover the balance amount by lawful means.
- (f) In case of any loss suffered by IIT Dharwad due to gross negligence and dereliction of duty by the manpower deployed by the contractor, the contractor shall take action forthwith and make good such loss incurred by IIT Dharwad. Besides, the contractor shall terminate such manpower and take remedial measures to avoid recurrences. A report on the action taken by the contractor shall be submitted to IIT Dharwad authorities within a week. Failure to adhere to the above, the contract shall be summarily terminated and loss will be recovered from the contractor.
- (g) The successful agency / firm / company will have to deposit a **refundable interest free Bank Guarantee @ 10% of the contracted value of service** at the time of award of work. This Bank Guarantee should be from a scheduled/ nationalized bank in the form of Performance Bank Guarantee (PBG) in favour of Registrar, IIT Dharwad. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period also with a grace period of 60 days.

5. **Payment to the contractor.**

- (a) The contractor shall disburse wages to all deployed manpower on the last working day of the month without fail. Absentee payment will be made within 2 days of the scheduled payment day. The bill shall be submitted to IIT Dharwad on or before the last working day of each month, so as to enable IIT Dharwad to release payment by 7th of the following month. The monthly payment to the manpower deployed shall be claimed by the contractor and paid by IIT Dharwad.
- (b) The contractor shall submit one consolidated bill in duplicate with all supporting

documents. IIT Dharwad shall make payment to the contractor within 7 (Seven) days of receipt of the original bill complete in all respects from the contractor. The bills shall be submitted along-with following documents: -

- (i) Copy of pay slip and acquittance roll for the payment duly signed by deployed manpower.
 - (ii) Copy of attendance duly certified by IIT Dharwad authorities for the month
 - (iii) EPF and ESI payment challans including detail of EPF and ESI remittance along-with names of persons deployed in IIT Dharwad.
 - (iv) Proof of GST payment as per prevailing rates.
 - (v) The contractor shall pay the bonus to the deployed manpower in accordance with the provisions of payment of Bonus Act.
 - (vi) Monthly summary regarding recovery / penalty etc. and action taken report by the contractor or a nil report (as the case may be).
- (c) The contractor will maintain all registers as required under the relevant acts/rules and shall get inspected by the authorized representative of the institute every month before payment.
- (d) The contractor will issue wage slips and employment cards as per relevant Act.
- (e) The contractor will make payment to his employees either through A/c payee cheque in presence of authorized representative of the institute as directed or through NEFT and produce the necessary documents in proof of payment.
- (f) In case of delayed / short supply of manpower, penalty / liquidated damages @ 0.5% of annual value of contract will be deducted for every day of deficiency in performance subject to a maximum of 5% of annual value of contract.
- (g) Payment to the contractor is liable to be held back if the contractor fails to make payment due to the workmen engaged by him within statutory time period.
- (h) Deductions shall also be made from contractor's bills during implementation of the contract that may be become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes.
- (i) It may also be noted by the contractors that the payment of the first month bill may be considered for release if the firm to whom the contract has been awarded is in the process of obtaining all the statutory documents like EPF, ESI, Labour Office registration etc., but the same shall be at the sole discretion of Competent Authority and will also depend on the level of satisfactory services provided by the firm. The contractor will be required to submit a formal request for the same to IIT Dharwad Authorities.
6. **Variation in minimum wages during currency of the contract**
Any increase/ revision in the minimum wages or in the rates of social security provisions during currency of the contract shall be payable to the workmen. The contractor will make payment to his employees at the revised rates without waiting for a formal confirmation from the institute. The difference in payment shall be paid/recovered by the institute. The contractor shall present the necessary supporting documents to claim the variation.
7. **Safety & Insurance.**
- (a) The contractor shall follow safety procedures in all respects.

- (b) The contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The contractor will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases. The workforce will be subjected to medical check-up of appropriate medical authority identified by IIT Dharwad. Unfit personnel will not be deployed by the contractor. The expenditure on this effect will be paid by the Contractor.
- (d) The contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

8. **Security**

- (a) The contractor and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by the contractor at the time of placement of supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.
- (b) The security office will maintain register for the contractor's workmen and obtain their signature/thumb impression while coming "IN" and going "OUT" or as the case may be. Mobile phones will not be allowed to be carried while on duty. The same will be deposited with the security at the gate.
- (c) The contractor shall be bound by all security procedures followed at IIT Dharwad and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the contractor's persons shall be contractor's responsibility.
- (d) The contractor will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (e) Institute reserves right to disallow any or all of the contractor's men from being deployed inside the institute campus without assigning any reason.
- (f) In the event of any damage to the property of the institute or life of its employees and/or their dependents the contractor shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the contractor at market value out of his monthly bill or PBG.

9. **Statutory Obligations**

- (a) The contractor shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:
 - (i) Contract Labour (Regulation and Abolition) Act 1970

- (ii) Contract Labour (Regulation & Abolition) Central Rules 1971
 - (iii) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
 - (iv) Minimum Wages Act 1948
 - (v) Minimum Wages (Central) Rules 1950
 - (vi) Employees' Compensation Act 1923
 - (vii) The E.P.F. and Miscellaneous Provisions Act 1952
 - (viii) Employees State Insurance Act 1948
 - (ix) The Child Labour (Prohibition and Regulation) Act 1986
- (b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the contractor shall be borne by the contractor himself.
- (i) The contractor shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work. The authorized representative shall be entitled to inspect these records at any time.
 - (ii) If a bidding firm/contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.
- (c) **Indemnity Clause.** The contractor shall indemnify IIT Dharwad against any litigation arising from violation of statutes, laws and rules during operation of the contract. The contractor shall conduct all legal proceedings as may be necessary without any cost to the Institute. If due to any reason whatsoever, IIT Dharwad management is made liable to pay any liabilities of the contractor under any of the said laws etc, the same shall be recovered from the dues payable by IIT Dharwad to the contractor and/or from the security deposit(s) furnished by him. The contractor has to execute an indemnity bond stating "**The Contractor indemnifies IIT Dharwad of any issues arising on account of providing manpower support to IIT Dharwad**" at the time of signing the contract.

10. **General**

- (h) The persons employed by the contractor, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the contractor for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.
- (i) If any employee of the contractor is found to have committed misconduct or misbehaviour, the institute at its sole discretion, may direct the contractor to remove such employee and the contractor shall remove such employee(s) without questioning the decision of the institute. Any claim by such workmen shall be fully discharged by the contractor.
- (j) The personnel deployed by the contractor will not become member of any trade union of the Institute. If the personnel employed by the contractor indulge in union activities which affect the service obligation of the contractor or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.

- (k) Further, the personnel deployed by the contractor shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (l) The personnel deployed by the contractor shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- (m) No housing/accommodation will be provided by the institute to the personnel deployed by the contractor unless otherwise specifically provided in the contract.

11. **Force Majeure.**

Neither the IIT Dharwad nor the contractor shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether similar or dissimilar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations by a State of Force Majeure lasting continuously for a period of six months, the two parties shall consult with each other regarding the future implementation of the agreement.

12. **Other salient points:**

- a. The issue of substitute, overtime & leave policy will be discussed during pre-bid meeting.
- b. Decision on annual enhancement of salary of manpower will be intimated at later stages.
- c. Biometric of the manpower engaged will be required for the purpose of release of salary on monthly basis.
- d. The Female manpower will be entitled for leave benefits as per the prevalent labour laws.

Information to be provided with the technical bid

Sl No	Criteria	Document produced	Page no of technical bid
1.	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.		
2.	The bidder should be in manpower support business for not less than five years before 31/07/2019.		
3.	Bidder should have a minimum average turnover of Rs. 2 crore each in last three years exclusively from providing manpower support services.		
4.	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2018-19, 2017-18 & 2016-17)		
5.	Bidder should be registered with Income Tax and Goods & Service Tax departments		
6.	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition) Act.		
7.	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.		
8.	The bidder should have a registered Office for providing manpower support at Hubballi-Dharwad, or should open one at the time of award of contract.		
9.	Bidder should have provided annual manpower support service to at least three (3) Government clients/ PSU/ Public Sector Companies/ Banks/ Central & State Educational Institutes of repute. In addition, the bidder must have carried out following annual manpower support or similar assignment of minimum indicated value: - (a) Three completed annual manpower support or similar services costing not less than the amount equal to 40% (Forty per cent) of the estimated cost (i.e. Rs 120 lakh each); or (b) Two completed annual manpower support or similar services costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost (i.e. Rs 150 lakh each); or (c) One completed annual manpower support or similar services costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost (i.e. Rs 240 lakh).		
10.	Undertaking as per Appendix 'G' declaring relation with IIT Dharwad employees if any.		

Declaration

I/We certify that all the particulars furnished above are true and correct and based on documentary evidence, and I have read all the terms and conditions of the tender document and accept them. It is also certified that the offer submitted has no deviation from the terms and conditions of the tender document. I/we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my/our company is liable to be blacklisted/debarred by IIT Dharwad for at least 3 years.

Date:
Place:

Signature with Seal of Authorized Signatory

DETAILS ABOUT THE BIDDER

1.	Name and address of bidder	
2.	Telephone No./Fax No./email address of the bidder	
3.	Legal status (Attach copies of original document defining the legal status). a) One Person Company b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.	
4.	Particulars of registration with registrar of companies ESI, EPF, Goods & Service Tax etc. (Attach attested photocopies) a) Registration Number b) Place of Registration	
5.	Name and title of Directors and officers with designation who will be directly concerned with this work.	
6.	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give	
7.	Any other information considered necessary but not included above.	

Note -

Complete detail of the bidder must be enclosed with the Technical bid. Bidders' address, name of contact person(s) with phone numbers must be listed in the enclosure. The Procurement Committee may carry out surprise visits to establishments/ facilities of the tenderers for the short-listing process.

Date:
Place:

Signature with Seal of Authorized Signatory

DETAILS OF PENALTIES
(The penalty will be deducted out of monthly bill payable to the caterer in case of violation/s)

<u>S.No.</u>	<u>Default</u>	<u>Penalty</u>
1.	Failure or delay in providing manpower support as per the contract.	liquidated damages @ 0.5% of annual value of contract will be deducted for every day of deficiency in performance subject to a maximum of 5% of annual value of contract Apart from the penalty prescribed, the Institute authorities shall have the right to get this work done at the cost of the agency through any other agency. The expenses so incurred would be intimated to the agency and the requisite amount would be deducted from the monthly bills of the agency.
2.	More than 3 complaints in a month of deployed manpower absent from duty without suitable replacement or uninformed change of manpower.	Rs.5,000/- per complaint exceeding 3
3.	Violation of any other contractual obligation not delivered within 07 days	Rs 5000/- Per violation
4.	Non-payment/disbursement of wages in the bank account of the manpower before stipulated date.	1% of total monthly bill amount will be deducted for each delayed week in disbursement of wages to the workers
5.	In case of the replacement of manpower found unsuitable / untrained or inadequately skilled	Rs 5,000/- on each violation
6.	Instance of consumption / possession of tobacco or alcoholic substance by the manpower deployed.	Rs 5,000/- on each violation
7.	Failure of contractor or representative (with power of attorney) to attend the periodic meeting for contract management at IIT Dharwad	Rs 5,000/- on each violation

Date:
Place:

Signature with Seal of Authorized Signatory

SELF-DECLARATION – NO BLACKLISTING

(Date)

The Assistant Registrar (C&S)
IIT Dharwad

Dear Sir,

Ref: Tender for providing manpower support to IIT Dharwad

In response to the Tender Document for providing manpower support to IIT Dharwad, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our performance security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Yours faithfully,

Place:

Signatures _____

Date:

Name _____

Seal of the Organization

Price bid format for providing manpower support at IIT Dharwad

<u>S. No.</u>	<u>Description of Work</u>	<u>Charge Quoted per manpower*</u> <u>(In percentage terms)</u>
<u>(i)</u>	<u>(ii)</u>	<u>(iii)</u>
(a)	Contractor's Service charge per manpower (to be quoted in percentage terms for providing the manpower support at IIT Dharwad as specified in tender document)	

***Note- Rate are to be quoted in percentage term only.**

- i. The bidder must note that GST shall be applicable extra as prevalent under the rules for the period.
- ii. The bidder is requested to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the complete tender document before quoting the rates.
- iii. Wages payable to each category of manpower (as per Tender Document) will be fixed by a competent authority at IIT Dharwad and the contractor will have no scope for any alteration/ modification of the wages.
- iv. EPF, ESI, GST and Bonus will be reimbursed after payment on actual, on production of proof, according to the terms and conditions of tender.
- v. In case, two or more firms have quoted the same percentage as service charge, then the bidder offering highest rate of discount will be awarded the tender.
- vi. It must be noted by all prospective bidders that contractor's service charge must not be Nil (after adjusting TDS on monthly bill). Any price bid submitted by the prospective bidder violating this condition **will be rejected and not be considered for evaluation and award of contract.**

Date:
Place:

Signature with Seal of Authorized Signatory

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT HUBALI / DHARWAD OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HUBALI / DHARWAD OR ANY SCHEDULED BANK SITUATED AT HUBALI / DHARWAD. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To,
The Registrar,
Indian Institute of Technology Dharwad
Dharwad, Karnataka– 580011.

LETTER OF GUARANTEE

Whereas, Indian Institute of Technology, Dharwad (Buyer) has invited Tenders vide Tender No _____ for '-----' and whereas, the said tender document requires that any eligible successful tenderer (seller) wishing to supply the service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**Registrar, Indian Institute of Technology, Dharwad**” in the form of Bank Guarantee for Rs ----- (**Rs (words)**-----)(10% (Ten percent) of the purchase value) and valid till **one year or up-to warranty period whichever is later** from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the service this Bank shall pay to Indian Institute of Technology, Dharwad on demand and without protest or demur **Rs ----- (Rs (words) -----)**

This Bank further agrees that the decision of Indian Institute of Technology, Dharwad (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Dharwad (Buyer).

Notwithstanding anything contained herein: -

1. Our liability under this Bank Guarantee shall not exceed **Rs ----- (Rs in words -----)**.
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Dharwad serves upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

Proforma for Undertaking regarding close relative
(To be endorsed on Letter Head of the contractor)

To,

The Assistant Registrar
IIT Dharwad
Dharwad Karnataka

Sub: Undertaking regarding close relative - reg.

Dear Sir,

With Reference to IIT Dharwad tender document inviting quotations for providing manpower support at IIT Dharwad - this is to undertake that none of my close relation is posted at IIT Dharwad or following relations are posted at IIT Dharwad: -

SI No	Name of Relative	Relation	Post / designation

Thanking You,

**(Signature with Seal of
Authorized Signatory)**