

PDPM- INDIAN INSTITUTE OF INFORMATION TECHNOLOGY
DESIGN AND MANUFACTURING, JABALPUR

TENDER NO: IIITDMJ/Tender/09/2020/65, Dated: September 17th, 2020

E-TENDER DOCUMENT FOR THE SERVICES OF MANPOWER OUTSOURCING

PDPM
Indian Institute of Information Technology,
Design & Manufacturing Jabalpur
Dumna Airport Road, PO: Khamaria
Jabalpur- 482005

Last Date and Time Submission Online Tender: September 29, 2020 before 15:00 Hrs
Tender Document Is Available on <https://mhrd.euniwizarde.com> / PDPM IIITDMJ or
www.iiitdmj.ac.in

Contain Total 30 Pages.

Tender Document Cost Rs. 2500/- only
*- To be paid in the form of Demand Draft drawn
in favour of, "Registrar PDPM IIITDM Jabalpur" payable at Jabalpur



Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://mhrd.euniwizarde.com/>.

REGISTRATION

- Bidders are required to enroll on the e-Procurement Portal (URL: <https://mhrd.euniwizarde.com>) with clicking on the link "Online bidder Registration" on the e-tender Portal by paying the Registration fee of Rs. 2360/- per year charge.
- As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their use ID/password and the password of the DSC / e-Token.
- The scanned copies of all original documents should be uploaded on portal.

For any Query only related to **E tender uploading** contact to E wizard helpdesk Number 011-49606060, Mr. Abhishek Kumar (9355030617), Mr. Anand (9355030602), Mr. Amrendra (9355030628).

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the e-Procurement portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc.
- Once the bidders had selected the tenders in which they are interested, bidder can pay the processing fee Rs. 2950 /- (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee, tenders will be moved to the respective "Register" Tab. This would enable the e-Procurement Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

Handwritten signatures in blue ink:
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PDPM
INDIAN INSTITUTE OF INFORMATION TECHNOLOGY,
DESIGN AND MANUFACTURING JABALPUR

Fact sheet accompanying the tender schedule

1	Name and the full address of service provider (Agency) to whom the schedule is issued.	
2	Date of issue of tender document	17/09/2020
3	Pre bid meeting schedule	25/09/2020 at 15:00 Hrs. at Conference Hall of the Institute, the representative should have valid authorization to be the member of Pre Bid Meeting.
4	Last date for submission of e-tender	05/10/2020 at 15:00 Hrs.
5	Date for opening of e-tender (Technical bids only)	05/10/2020 at 16:00 Hrs.
6	Date for opening of financial bids (Only for those who qualify in technical bid only)	09/10/2020 at 16:00 Hrs.

Registrar
PDPM IIITDM Jabalpur

Signature of Tenderer

PDDM
**Indian Institute of Information Technology,
Design & Manufacturing, Jabalpur**

E-TENDER DOCUMENT FOR MANPOWER OUTSOURCING

PDDM Indian Institute of Information Technology, Design and Manufacturing Jabalpur, an Institute of National Importance through an Act of Parliament, was established by Ministry of Human Resource Development, Government of India in 2005. The institute invites Online Offers/Tenders from reputed and highly professional agencies, who fulfill the eligibility criteria as enunciated herein after for "Deployment of Manpower and Supervision at work spots of the Institute purely on contract basis" for a period of **one year** which can be further extendable as per the scope of work and terms & conditions set out in the tender document.

1. Work:

Agency shall be responsible for all activities related to deployment of manpower and supervision and other activities notified from time to time by the competent authority of the institute. Brief description of Job work and an illustrative list of manpower likely to be deployed is indicated in **Annexure – I**. The list is illustrative not exhaustive. The number of persons and related criteria to be outsourced may vary depending on the actual requirement of the Institute time to time.

2. BIDDING PROCEDURE:

Two bid system will be followed for the tender.

2.1. The Bidders are requested to give detailed tender in two Parts:

Part - I: Technical Bid.

Part - II: Financial Bid.

2.1.1 Technical Bid:

Technical Bid is to be submitted in a online form, superscribing "**Part I: Technical Bid for Manpower Outsourcing**" in the pro-forma prescribed at **Annexure-II** along with the following documents:

- a) Copy of the receipt of the submission of Tender fee in IIITDM. (to be deposited in IIITDM before the submission of E Tender).
- b) Copy of the receipt of the submission of EMD in IIITDM . (to be deposited in IIITDM before the submission of E Tender) .
- c) Attested copy of Certificate of Incorporation / Registration of agency;
- d) Work experience of similar work during FY 2015-16, 16-17, 17-18, 18-19, 19-20;
- e) Attested copy of the IT return filed for the last 3 financial years (2016-17, 17-18, 18-19);
- f) Annual turnover certificate from Chartered Accountant in the required format as per annexure III.
- g) Attested copy of valid requisite Certificates, i.e. ISO 9001, 14001, OHSAS-18001);
- h) Attested copy of ESI and EPF registration certificates;

- i) Attested copy of PAN card
- j) Attested copy of the GST registration certificate;
- k) Attested copy of Registration certificate under Contract Labour (Regulation & Abolition) Act, 1970 for minimum 105 contract employee
- l) Declaration as prescribed in Annexure-IV;
- m) Undertaking as prescribed in Annexure-V;
- n) Power of Attorney / Board Resolution in favour of signatory of the Tender on behalf of Tenderer (Original on letter pad of the company sealed and signed by Director) ;
- o) Proforma for technical bid evaluation sheet in Annexure-VI.

Note 1: No brochures/leaflets/CDs etc. should be submitted in loose form.

Note 2: Please indicate page nos. on your tender document.

Note 3: The technical offer should not contain any price information. Any price information will lead to cancellation of the submitted bid.

2.1.2 Financial Bid:

Financial Bid is to be submitted in a online form, superscribing "**Part II: Financial Bid for Outsourcing of Manpower**" In the proforma prescribed at **Annexure-VII**.

Note 1: The Price Bid shall contain Agency's Overhead/ Service Charges, and other Statutory Tax/Liabilities. The price should be same for all categories and shall be quoted in terms of **percentage (%)**. In case statutory taxes are not mentioned separately it will be assumed that the price includes all statutory tax/ liability.

Note 2: In case financial bid is not submitted separately and combined with technical bid, the bids will be summarily rejected.

Note 3: The service charges are to be quoted in whole number or decimal number, not in fraction. If quoted in decimal maximum two digit after decimal point is to be considered e.g. if bid is quoted as 2.176, only 2.17 will be considered and number 6 will be discarded.

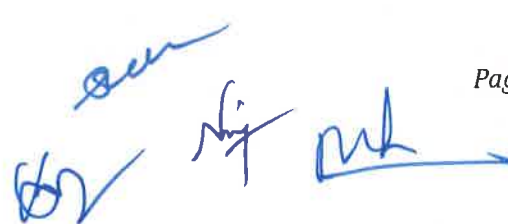
Note 4: If any Firm/ Agency quotes service charges **0 (Zero)**, their quote will be summarily rejected without any further consideration. (Quote less than **1% (One Percent)** will be treated as zero)

2.2 Earnest Money & Tender Cost

- a) Earnest Money Rs. 700000/- (Seven Lacs only) and Tender Cost Rs. 2500/- (Twenty Five Hundred only) in the form of Demand Draft or Bankers cheque (drawn in favour of Registrar, IIITDMJ) shall be deposited in IIITDM Jabalpur and the scanned copy of the receipt issued by the IIITDM is to be scanned and uploaded to the e-Tendering website within the period of bid submission.

(The original EMD and tender cost should be deposited either in the office of Registrar, IIITDMJ, within the period of bid submission. The EMD and tender cost receiving Officer of IIITDMJ shall issue a receipt of deposition of Earnest Money deposited to the bidder in a prescribed format attached as **Annexure-IX**).

This receipt shall also be uploaded to the e-tendering web site by the intending bidder upto the specified bid submission date and time.



Note 1: EMD will not accrue any interest

Note 2: The bid security shall be returned to the unsuccessful bidders after the Notification of Award of the contract.


Note 3: The bids not accompanied with earnest money receipt shall be summarily rejected.

2.3 Evaluation of Bid:

- a. Bids will be evaluated in two steps based on Technical and Financial criteria.
- b. Financial Bids shall be opened for only those bidders who qualify in the technical bid evaluation.
- c. Technical bid evaluation will be done by a Committee constituted by the Director of the Institute based on the following criteria:
 - i. The bidder must fulfil all the minimum eligibility criteria mentioned in the tender document (section-3).
 - ii. During the technical evaluation stage, each bidder shall be assigned marks as per the criteria specified in **Annexure VI**. Total marks will be awarded out of 100.
 - iii. **Evaluation shall be done only on the basis of supporting documents submitted by the bidder along with technical bid for the criteria as mentioned in Annexure VI. It is the responsibility to submit the neat and clean documents so that they will be readable.**
 - iv. A Bidder must fulfil the minimum eligibility criteria and should secure a minimum of 60% marks (i.e. 60 marks out of total 100 marks) in Technical Bid Evaluation in order to be a qualified bidder for being eligible for opening of financial bids.
 - v. A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures as above. The technical bid not meeting the essential criteria/minimum or any other requirements as per the tender documents shall be rejected and their financial proposals will not be considered any further. The decision of the competent authority will be final and binding.
- d. Opening of Part-II (Financial Bid) will be intimated to technically qualified tenderers (those who secured minimum 60 marks and fulfill all the eligibility conditions) after scrutiny of Part I: Technical Bid.
- e. Final evaluation for awarding of contract will be based on financial bid only. In case lowest quoted rates from more than one tenderer comes out to be same then tenderer having more marks in the technical bid evaluation will be given preference. In case the scores also match for more than one bidder, the tenderer having higher average turnover in last three financial year shall be given the preference.

Note 1: The Director of the Institute reserves the right to annul all bids without assigning any reason

Note 2: Overwriting or erasing in the bid documents shall render the same invalid. If unavoidable, all cuttings/over writings should be attested by



the authorized signatory. In case space provided is not sufficient, additional sheets may be attached.

Note 3: The bids must contain the information as required in the format prescribed. The bids which do not contain the information as desired and are not supported by necessary documents will not be considered for evaluation.

Note 4: Conditional bids shall not be considered and will be rejected out rightly at the very first instance.

2.4 REJECTION OF TENDERS

The Director, PDPM IIITDM Jabalpur at his sole discretion shall reserve the right to reject or cancel any or all tenders in any of the cases as mentioned hereunder:

- (a) If the firm has failed to deposit EMD amount in the prescribed mode and Tender Document Fee
- (b) If a firm quotes 'Nil' service charge or less than 1% (One percent) service charge
- (c) If validity of the bid is less than the period prescribed (90 Days)
- (d) If the tender is not duly signed by the authorized signatory, or not found proper or complete to the satisfaction of PDPM IIITDM Jabalpur in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- (e) If the minimum eligibility condition as mentioned in Section 3 is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- (f) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- (g) If the tenderer tries to do canvassing in any form.
- (h) If Rates are not quoted both in figures and in words and in terms of percentage (%)

2.5 Submission of Tender

The intending tenderer must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

- a. Information and Instructions for tenderers posted on website shall form part of tender document.
- b. The bid document consisting of technical evaluation sheet, bidder's eligibility criteria the financial bid format and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://mhrd.euniwizarde.com/> or www.iiitdmj.ac.in in free of cost.
- c. **But the bid can only be submitted after deposition of original EMD and TENDER COST in the office of Registrar, IIITDM Jabalpur within the period of bid submission and uploading the receipt issued by IIITDM Jabalpur , for**



the same and other documents as specified. It is mandatory to upload scanned copies of all the documents stipulated in the bid document. If the documents stipulated in the bid document are not uploaded, then bid will become invalid and shall summarily be rejected.

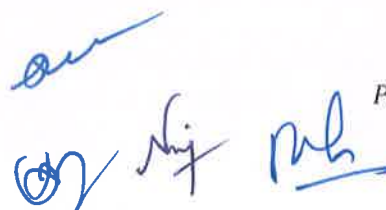
- d. Those contractors not registered on the website mentioned above, are required to get themselves registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- e. The intending bidder must have valid class-III digital signature to submit the bid.
- f. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- g. Contractor can upload documents in the form of JPG format and PDF format.
- h. Contractor must ensure to quote percentage rate.

In addition to this, if the cell is left blank the same shall be treated as "0". **However, if a tenderer quotes nil rates or does not quote any percentage, the tender shall be treated as invalid and will not be considered as lowest tenderer.**

3. MINIMUM ELIGIBILITY REQUIREMENT

The bidder (Service Provider) must fulfill following mandatory requirements:

- 3.1 The Service Provider should be registered with the appropriate registering authority. The registration of the Agency must be at least 05 years old as on 31st March 2020.
- 3.2 (a) The Service Provider should have good performance experience certificate of value note less than Rs.20 Crore for the **three** years on 31st March 2020 of providing manpower in Govt./ Semi Govt./ Govt. Undertaking/CFTI Educational Institutes/ PSUs.,
- 3.2 (b) The bidder should have at least one year of satisfactory experience in an educational institute of national repute not prior to 1st April 2015.
- 3.2 (c) For Sr.no 3.2(a) & 3.2 (b) the copy of the agreement must be attached with good performance certificate.
- 3.2 (d) If you have provided or providing manpower services in the Institute you must produce good performance certificate of the Competent Authority.
- 3.3 Experience towards "supply of manpower with at least 200 manpower size" only will be considered. **Bidder/ agencies not having the profile mentioned in the scope of work are not eligible.**
- 3.4 The minimum annual turnover of the Service Provider should at least be Rs. 20 Crore (Rupees Twenty crore Only) for each financial year during the last three years (FY 2016-17, 2017-18 and 2018-19). The amount is minimum required for each year and not on average basis.



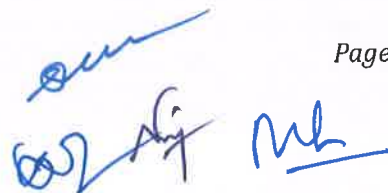
- 3.5 The Service Provider should be ISO 9001, ISO 14001 and OHSAS 18001 certified entity having valid certificates as on 15th March 2020.
- 3.6 The Service Provider should not have been blacklisted by any Govt/ Semi Govt/ Govt. Undertaking/ University/ Institute/ other reputed establishment for any reason whatsoever. Service provider should submit declaration in this regard. In future, if any false declaration proved contract will be terminated.
- 3.7 The Service Provider should have been registered with Employee State Insurance ("ESI") and Employee Provident Fund ("EPF") Authorities for depositing ESI and PF contributions.
- 3.8 The Service Provider should have been registered with GST and must be in possession of GSTIN and PAN.
- 3.9 The Service Provider should have a valid labour license from the Regional Labour Commissioner or any other statutory authority for specific number required for contract under Contract Labour (Regulation & Abolition) Act, 1970.
- 3.10 Bidders found to be having unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

4. Term of the Contract

Initially, the Agency / Service Provider will be entrusted the contract for a period of one year, which can be extendable for a maximum period of 3 years on annual basis on mutual basis and as per the satisfactory performance. The decision of the competent authority will be final in this case.

5. General Terms and Conditions:

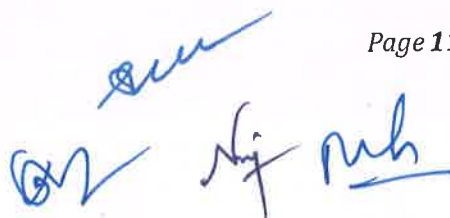
- 5.1 The tenderer should enter the amount quoted by him in appropriate column of the tender document only. The tender submitted in any other format shall not be considered and will be summarily rejected. The rates mentioned on the Price Bid of the tender document will be taken into consideration; no additional document provided or attached to the price bid will be taken into consideration. In case of erroneous entries in the tender document the tender is liable to be cancelled. Rates should be quoted both in figures and in words and in terms of percentage (%). However, in case of any discrepancy the rates written in words shall be entertained.
- 5.2 The technical bid should accompany the earnest money deposit (EMD) of Rs. 700000/- (Rupees Seven Lakh only) obtained from any **Nationalized Bank payable by crossed Demand Draft/Banker's Cheque in favor of PDPM IITDM, Jabalpur**, payable at Jabalpur. Please note that cheque will not be accepted in any case. The EMD will be refunded to all the unsuccessful Tenderer (s) after finalization of the tender.
- 5.3 The validity of submitted tender shall be for 90 days which shall be reckoned from the last date of the receipt of tender.



- 5.4 The Service provider will have to submit Bank guarantee of Rs. 35,00,000/- (Rupees Thirty five Lakhs only) as the security deposit for performance guarantee before commencement of the contract. The validity of the bank guarantee should be 60 days beyond the validity of the period of contract. Bank guarantee will be forfeited if the service provider prematurely withdraws or if the services are terminated for being unsatisfactory.
- 5.5 The power of acceptance of the tender will rest with the competent Authority of the Institute. The competent authority may accept or reject any tender without assigning any reasons in the interest of the Institute.
- 5.6 The service provider shall maintain all movable properties of the Institute to be used by him or his employees like furniture, electrical installation etc. in good condition during the contract period. The service provider shall return all articles entrusted in good condition at the end of the contract period or as and when the contract is terminated. The service provider shall compensate PDPM-IIITDM Jabalpur for damages in such properties up to the repair value or replacement value or as decided by the Institute authorities.
- 5.7 The Director or Registrar or any authorized person of PDPM-IIITDM Jabalpur may, inspect the institute premises and other functional areas and found unsatisfactory performance of the services provided then the competent authority can impose a fine for the same which will be binding on the service provider and to be debited in the next bill to be paid to him or the security deposit with the institute if any.
- 5.8 Salary of a particular month will be disbursed by the Agency to its employees on or before 7th day of next month through bank accounts.
- 5.9 The Institute shall have no responsibility or any obligation legal or otherwise in respect of the affairs of contract staff and employee, including their appointment, conduct/ discipline, termination, wages and terms and condition of work etc. statutory requirements , compensation , which will be the sole obligation of the service provider.
- 5.10 Institute shall not accept/ consider/ entertain any claim from the service provider/ firm/ company or his contracted employees for regular employment/ absorption in the Institute.
- 5.11 The service provider shall ensure that workers employed by him are properly, cleanly and neatly dressed and shall be "Disciplined and Polite" to the Institute personnel at all time. The service provider should provide:
- Suitable uniform to the workers at his cost. The uniform should be neat and clean. The color code of the uniform will be decided he authorized person of by the Institute.
 - A photo identity card issued by the service provider on the left hand side of the uniform or hanging on their neck so that they can be identified during their duty hours.

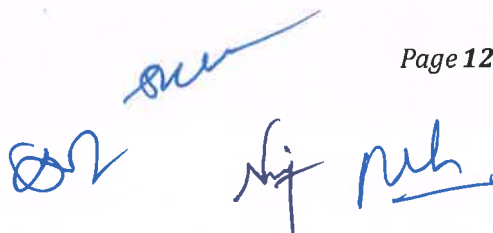
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- 5.12 The service provider shall furnish a list of all its employees along with the proof of their residential addresses and due police verifications report at the beginning of the contract to the institute. An undertaking will also be required to be submitted by the service provider to the effect that the service provider shall be responsible for any of the action of misconduct committed by its employees. In case of appointment of a new employee during the pendency of the contract, same details will require to be furnished by the service provider.
- 5.13 If the Institute is not satisfied with the conduct, behavior, performance, etc. of any of the worker of service provider, the service provider shall replace the person concerned as per the advice of the Institute without assigning any reason off.
- 5.14 The outsourced person should not work in drunken condition and shall not be using any Tobacco product or Gutka inside the institute premises.
- 5.15 The service provider/ firm/ company, in any case, shall not be permitted to sublet the work to any other agency. At any stage if it is found that services are sublet, the contract will be immediately terminated.
- 5.16 Any dispute between the parties (as defined in the agreement) will be referred to the Director, PDPM IITDM Jabalpur and his/ her decision will be binding on both the parties and shall be final.
- 5.17 The Director, PDPM IITDM Jabalpur reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- 5.18 The Service Provider shall have his own system of supervision and arrangements within the said premises for the deployment of suitable worker to the satisfaction of the competent authority or any authorized person authorized by the Director of the Institute. The Service Provider shall, however require to furnish details of such a system for approval of the competent authority. **At least one person of the rank of manager holding the minimum qualification of MBA should be employed by the service provider in the Institute on their cost.**
- 5.19 **The service provider is required to establish his office in Jabalpur city before the deployment, with proper infrastructure and same to be communicated to IITDM authorities.**
- 5.20 The house keeping arrangements may also be inspected by the Director/Registrar of the Institute or His/her authorized officers(s) from time to time if anything not found proper the agency will be fined as per the discretion of Director.
- 5.21 The assigned work shall be inspected by the service provider on his own at least once a week and report be submitted to the Registrar, PDPM IITDM Jabalpur or the officer/staff authorized by the Director, regularly.
- 5.22 Behavior of the workers shall in no way be detrimental to the administration. The service provider shall provide personnel of good character, physically fit, efficient, well behaved and skillful in their duties.
- 5.23 The service provider shall withdraw any employee from the service of PDPM IITDM Jabalpur whose conduct is not good in the opinion of competent authority



of the Institute or/and found in any way unfit or unsuitable for the purpose. In case of failure to do so, no remuneration for such employee shall be entertained. The decision of the Director, PDPM IIITDM Jabalpur in this regard will be final and binding.

- 5.24 The service provider shall arrange for reserve workers in lieu of workers on weekly off or periods of leave of the regular workers.
- 5.25 All workers provided by the service provider should be healthy and not suffering from any contagious diseases. The service provider shall furnish fitness certificate of the workers periodically issued by the medical officer.
- 5.26 The service provider shall ensure that norms prescribed by the human rights commission, Government of India, Minimum wages act, payment of bonus act and industrial dispute act or any such other legislation are fully observed and the office is kept harmless and indemnified. If there is any noncompliance intimated by the competent authority to the Registrar, PDPM IIITDM Jabalpur, the service provider has to rectify it and indemnify.
- 5.27 The service provided by the service provider shall conform to the academic standards of the Institute. Any deviation or deficiency shall be taken as violation of the contract and will make the contract liable for termination. The decision of the Director, PDPM-IIITDM Jabalpur, in this regards shall be final and binding.
- 5.28 The quoted and accepted rates shall be final for the contract period of three (03) years if services are extended by one year or more.
- 5.29 All legal disputes shall be within the jurisdiction of Jabalpur.
- 5.30 Currently tentative **192 (one hundred ninety two)** persons are required. The details are given in **Annexure- I**. Manpower deployment and posts can be increased or decreased as per the need of the Institute. Tenderer should hold a valid labor license as per the required number by the Institute.
- 5.31 The Institute reserves the right to cancel the tender process at any stage.
- 5.32 Any undue delay in providing/replacing the requisite manpower will be considered as breach of contract and will be dealt with accordingly. The delay by the Agency in providing a substitute beyond 6 (six) working days from the date of requisition shall attract penalty to be decided by competent authority beside deduction in payment on pro-rata basis.
- 5.33 The personnel shall be available for work on all working days (Monday to Saturday, normally) as required by the institute with half an hour of lunch/dinner break). In some services, the working hours may be on all days and round the clock in shifts.
- 5.34 If need arises, the outsource staff shall have to work beyond working hours or attend the office even on off day (Sunday/Institute holidays) as per work



requirements. In case such a person is asked to work beyond he will be paid as per govt norms.

- 5.35 The manpower so deployed shall have to strictly adhere to punctuality with regard to office timings. Late arrivals, early departures and short leaves shall not be permitted in any manner. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction of wages/ salary for one day will be made.
- 5.36 Agency shall have to provide a substitute, if any task worker goes on leave for more than Six days.
- 5.37 Service provider shall provide details of grievance redressal mechanism and escalation matrix for handling issues related to manpower deployed at the Institute.
- 5.38 The Agency shall be solely responsible for payment of remuneration/wages in compliance of all the statutory obligations as applicable including Minimum Wages Act, EPF Act. ESI etc., deduction and timely deposition of EPF, TDS (Income Tax), Professional Tax etc. on monthly remuneration payable to personnel.
- 5.39 Agency acknowledges and agrees that "Time is of Essence" in this Agreement and therefore, all timelines shall be strictly adhered to by the Agency.
- 5.40 The Agency shall be responsible for compliance for all statutory requirement as per prevailing govt norms.
- 5.41 The agency shall pay the bonus to the employed manpower at least 14 days prior to the date of Diwali Festival or a date decided by the institute every year. The institute will reimburse the amount within a week of receiving of the payment vouchers form the outsourcing agency. In case the agency fails to pay the bonus on time, a penalty @Rs.10000/- per day will be deducted from the next bill of the agency.
- 5.42 The Agency shall not assign transfer, pledge or sub contract the services/works.
- 5.43 The Agency shall be liable to pay all taxes, duties, royalties, statutory minimum payments / contributions to be paid to and / or on behalf of the manpower supplied by the tenderer, overheads etc.
- 5.44 No **child labour** should be employed for any of the work in any circumstances.
- 5.45 The Institute may select any of the willing agency (ies), in case, the agency with lowest rate at any stage after award of contract fails to start the work or does not perform successfully / satisfactorily after starting the work.
- 5.46 No dispute certificate(s) from existing and/or previous organization shall be attached and such certificates should not have been issued before date of issue of tender document.



6. Signed Tender and other requirements:

- 6.1 The tender documents submitted by the tenderer (applicant agency) including Annexure / Addendums if any, shall be submitted with duly filled (financial offer) and signed on each page as token of having read the conditions and acceptance thereof.
- 6.2 The Service Provider shall submit an undertaking in format as prescribed in **Annexure V** for acceptance of all terms and conditions mentioned in tender document.

7. Recruitment Process

- a) On receipt of the demand from the Institute the Agency **shall recommend and provide profile of qualified persons for respective job work and shall facilitate the Institute to conduct the interview and select the best candidate(s)**.
- b. Based on the qualification, past experience, and performance of a candidate in an interview the Institute may select the candidate for job work and decision of Institute will be final in this regard for payment of wages.
- c. The Agency shall depute the selected candidate within 30 (thirty) days to Institute and execute the job work. Any personnel engaged after clearing the test, but subsequently not found to be suitable will be replaced by new personnel immediately.
- d. The personnel provided will be required to perform duties as assigned to them by the Institute authorities from time to time.

8. MODE OF PAYMENT:

- a) Service provider / agency shall submit the bill in triplicate **in respect of particular month in the first week of next month** for release of payment along with duly verified attendance sheets, pay bill; proof of salary / remuneration paid and certified photocopies of payment towards EPF, ESI etc.
- b) All payments will be made on reimbursement basis and no advance shall be paid to the agency.
- c) Payment towards EPF/ESI will be released separately only after production of payment challans and declaration that "No payment is due towards EPF/ESI in respect of persons deployed in Institute by agency".
- d) Payment towards statutory liabilities like bonus, gratuity etc. (if quoted) will be made as and when due on reimbursement basis.
- e) For the avoidance of doubt, it is clarified that if a bill is not accompanied by the supporting documents / in the proforma prescribed or if the bill is disputed for any reason by the Institute, then such amounts of the running account bill shall not be due and payable by the Institute, until the dispute is resolved, or the supporting documents have been provided by the Agency, as the case may be.



9. PAYMENT TO CONTRACT MANPOWER DEPLOYED BY CONTRACTOR:

- a. A computerized Monthly Payment Slip shall be issued to all contractors' manpower at the time of monthly payment. The Pay slip must bear the contract agency name & logo etc.
- b. Pay Slip' must also mention clearly the Name & ID of the contract manpower, all the components for payment and deductions, separately. Besides, PF Account No, ESI Account No, PF & ESI contribution by employer, deductions made if any and all other relevant details must also be mentioned on the 'Pay slip'.
- c. The payment shall be done on the basis of attendance certified by authorized user/ officials of PDPM IITDM Jabalpur as per contract rates, terms & conditions. The contractor shall also make payment for all statutory dues in time as per contract terms & conditions.
- d. The payment to Contract manpower deployed shall be done through Bank transfer. No charges for this shall be paid by the Institute.
- e. Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel along with the bills.
- f. The contractor shall submit each employee wise PF Code No. and ESI Code No. along with respective amount to PDPM IITDM Jabalpur for all the Contract manpower deployed before claiming the bills.
- g. The bills must be submitted along with: the List of employees with their date of engagement, Summary of attendance, Wage Sheet, PF deposit Challan, ESI deposit Challan for the previous month through E-Sewa and Electronic Challan Cum Return (ECR), attested by the contractor, declaration of the Contractor regarding compliance of EPF / ESIC and other laws as applicable from time to time and also required to pay annual premium towards the payment of Pradhan Mantri Suraksha Bima Yojna.
- h. In the month of May of each year and at the time of conclusion of the contract, the contractor shall submit the documents related to EPF/ESIC (such as, Form 12A, 6A, 3A under PF Act), pertaining to the full year (Previous Financial Year) subject to change from time to time Govt. notifications.
- i. The bidder has to submit any other document for meeting statutory/ contract requirement or as directed by authorized person of the Institute.
- j. If bill submission is delayed, the Institute will not be responsible for making payments and contractor will be fully responsible for all the consequences.
- k. The bills will be subject to checks/ verification by the Institute. The payment shall be made after satisfactory performance of work for the actual deployment as certified by end user department on attendance sheet. No payment shall be made to personnel not authorized to be deployed by the Institute. The decision of the Institute will be final in the matter.
- l. The Institute shall be entitled to deduct taxes in accordance with Applicable Law, Income Tax at source (TDS) or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.



- m. All the bank charges shall have to be borne by the contractor. PAN No. and GSTIN number must be indicated in the bill.

10. TERMINATION:

The Institute reserves the right to terminate the contract with a notice of 30 days to the Agency without assigning any reason. The Agency awarded the contract, if so desire, can terminate the contract by giving one months' notice.

CONSEQUENCES OF TERMINATION

Upon termination, the Agency shall either immediately, or upon the date specified in the notice of termination:

- (a) Cease to represent itself as a service provider to the Institute;
- (b) Cease execution of all further Works, except for such Works as Institute may specify in the notice of termination, which is in progress.
- (c) Payment towards the pending salary and all Statutory requirements if any of contract employees deployed by him .

11. FORFEITURE OF DEPOSIT:

I- Earnest Money Deposit:

- a. In case the bidder to whom contract is awarded backs out, the EMD of Rs. 7,00,000/- of the Agency shall be forfeited.

II- Security Deposit:

- b. In case of breach of any terms & conditions attached to this agreement, The Security Deposit of the Service Provider / Agency shall be liable to be forfeited besides annulment of this agreement.

12. ARBITRATION:

- a) Any dispute, difference arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of this Agreement, in any manner whatsoever, shall be referred to a binding arbitration in accordance with The Arbitration and Conciliation Act, 1996.
- b) The arbitration proceedings shall be conducted by a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute, whose award shall be reasoned and in writing and shall be final and binding on the Parties. The Arbitration proceedings shall be conducted in the English Language and the venue of arbitration shall invariably be at Jabalpur.
- c) Provided however, nothing contained in this Clause shall be deemed to prevent a party from approaching a Court of competent jurisdiction at Jabalpur (Madhya Pradesh) for seeking interim relief prior to or pending arbitration.

13. GOVERNING LAW:

This Tender shall be governed by and construed in accordance with the laws of the India and the courts of Madhya Pradesh shall have exclusive jurisdiction, since Agreement has been executed by the Parties in Jabalpur (Madhya Pradesh).



14. FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction, act of God omissions or acts of public authorities including changes in law, regulations or policies of the Government, or other regulatory authority acts which are beyond the control of any Party (hereinafter referred to as the "events"), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

Four handwritten signatures in blue ink are present in the center of the page. They are arranged in two rows: the top row contains three signatures and the bottom row contains one signature on the left side.

DECLARATION
(for authorized person to sign behalf of the company, if any)
(On Non-Judicial Stamp Paper)

1. I, _____ Son / Daughter / Wife of Shri _____Proprietor/ Director, authorized signatory of the Service Provider, mentioned above, is competent to sign this declaration and execute this tender document;
2. I/we agree that the decision of PDPM IIITDM Jabalpur in selection of Bidder shall be final and binding on me/us.
3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
4. I/we agree that we have no objection, if inquiries are made about our works, its related areas and any other inquiry regarding all contracts listed by us in the bid.
5. I/we undertake to inform any change in the constitution of the firm, as and when it takes place. The continuation of the contract subsequent on such alteration will be at sole discretion of PDPM IIITDM Jabalpur.
6. The information / documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law.
7. Resolution of the company for the above in original signed by the directors of the company to be submitted.

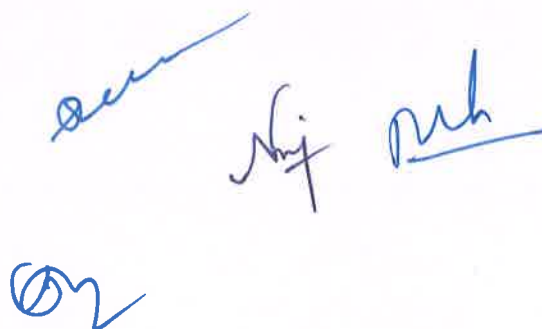
Signature of authorized person

Date:

Name:

Place:

Seal:



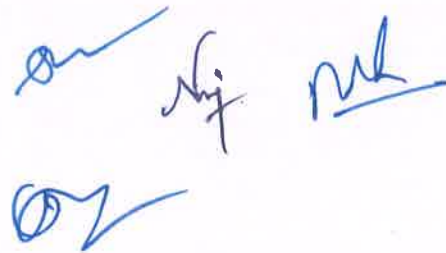
Annexure - I

Tentative Requirement of the Manpower

S. No.	Category	Total No. of employee required category wise	Present wages per day per employee
1	Unskilled	108	525
2	Semi-skilled	18	593
3	Skilled	19	695
4	Clerical	22	695
5	Highly skilled	20	764
6	Super Skilled	05	25% More than highly skilled
	Total	192	

Note:

1. However, the Institute may decide the wages depending on the experience & efficiency of employee which can be more than minimum wages.
2. The number of persons and related criteria to be outsourced may vary depending on actual requirement.
3. The qualification for the various category will be decided by the institute as per requirement.



Annexure - II

BIDDER DETAILS FORM/APPLICATION
TECHNICAL BID FOR PROVIDING MANPOWER SERVICES TO IIITDM Jabalpur
(Part I: - Technical Bid for Providing Manpower Services to IIITDM Jabalpur)

S.No.	Description	Information
1	Name of Tendering (Agency) Manpower Service Provider	
2	Date of Incorporation of Company/Firm (Attach ROC Registration certificate/Partnership Deed/ or any other relevant legal document)	
3	Details of Earnest Money Deposit & receipt of the same issued by IIITDM	DD No. _____ date _____ of Rs. 7,00,000/- drawn on Bank
4	Name of Director/ Partner	1. 2. 3.
5	Full Address of Registered Office: Telephone No. : FAX No. : E-Mail Address :	
6	Full address of Operating Branch/Office in Jabalpur Telephone No. : FAX No. : E-Mail Address :	
7	Banker to the Manpower Service Provider (Attach certified copy of statement of account)	
8	PAN No.: (Attach attested copy)	
9	GST registration number (in respect of Manpower Services) (Attach attested copy of certificate	

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	of provisional certificate)	
10	Employee Provident Fund Registration No (Attach attested copy)	
11	Employee State Insurance Registration No : (Attach attested copy)	

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or

ANNEXURE III

Part A : Annual turnover of the Service Provider during the last three financial years (2016-17, 2017-18, 2018-19) duly certified by a Chartered Accountant: (Attach Separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2016-17		
2017-18		
2018-19		

Part B: Give details of the major similar contracts handled by the tendering Manpower Service Provider during the period between 1st April 2015 and 31st March 2020 in the following format (if the space provided is insufficient, a separate sheet may be attached):

Sr. No.	Name of the Client, Address, telephone No.	No of Employees provided by company (Minimum 200)	Amount of Contract (Rs. Lacs)	Duration of Contract
1				
2				
3				
4				
5				

Name of the Organization	Officer-in-Charge with designation (Not below the rank of Assistant Registrar/ Manager)	Phone/Mobile No and e-mail id

For the above ,

- The Service Provider should have good performance experience certificate of value note less than Rs.20 Crore for the **three** years on 31st March 2020 of providing manpower in Govt./ Semi Govt./ Govt. Undertaking/CFTI Educational Institutes/ PSUs., the copy of the agreement must be attached with good performance certificate.
- The bidder should have at least one year of satisfactory experience in an educational institute of national repute not prior to 1st April 2015.
- If you have provided or providing manpower services in the Institute you must produce good performance certificate of the Competent Authority.



ANNEXURE-IV

DECLARATION

(Regarding Blacklisting & Fraud and Corrupt Practices)

(To be provided on the letterhead of the bidder with stamp of the authorized signatory)

I ----- Proprietor/ Director/ Partner of the firm M/s. -----
----- do hereby solemnly affirm that the firm M/s. -----
has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

We are not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this tender.

We certify that during the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public/private authority nor have had any contract terminated by any public authority for breach on our part.

We also declare that:

(a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State;

(b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.

(d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

(e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.

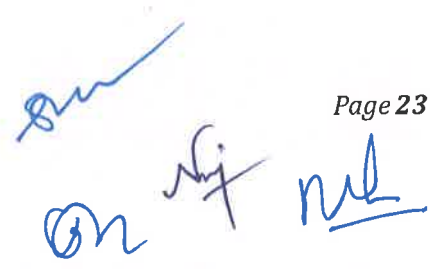
(f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Yours faithfully,

(Signature of Authorized Person)

Place: Name:

Date: Designation:.....



ANNEXURE- V

Undertaking regarding Tender Conditions Acceptance

(To be given on Company Letterhead)

1. I / We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the PDPM IIITDM Jabalpur website- www.iiitdmj.ac.in or from E wizard as per your advertisement, given in the above mentioned website.

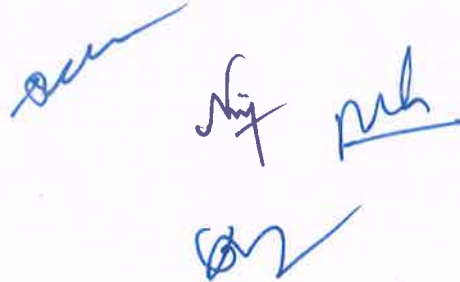
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by PDPM IIITDM Jabalpur too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.

5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

The image shows four handwritten signatures in blue ink. The top signature is a long, sweeping line. Below it are two shorter signatures, one on the left and one on the right. At the bottom is a fourth signature, which is a more complex, stylized scribble.

Annexure VI
Technical Evaluation Sheet

Name of the firm/ agency:

S.No.	Technical Evaluation Criteria	Marks	Self Score	Max Score	Score Validation (by the institution, not to be filled by the bidder)	
1.	Relevant experience of providing manpower in CFTIs	(a) In CFTIs (Centrally funded technical Institutions)	5 Marks for each order		25 Marks	
		(b) In reputed Govt / Semi Govt. organizations	03 Marks each order			
2.	HRIS (Human resource information system) or equivalent IT enabled system for manpower management	(a) Readily available (Screen shots etc. to be provided as a proof)	10 Marks		10 Marks	
		(b) Undertaking to deploy within 45 days of issuance of Work Order	05 Marks			
3.	Relevant Experience of Senior management (Above the rank of manager or equivalent) of agency	(a) 5 to 10 years	1 Mark each member		10 Marks	
		(b) 11 or more years	2 Marks each member			
4.	Valid ISO Certification (ISO9001)	(a) Holding for last 5 Years or less	3 Marks		5 Marks	
		(b) More than 5 years	5 Marks			
5.	Valid ISO Certification (ISO14001 and OHAS 18001)	(a) Holding for last 5 Years or less	1.5 Marks for ISO14001 + 1.5 Marks for OHAS18001		5 Marks	
		(b) More than 5 years	2.5 Marks for ISO14001+ 2.5 Marks for OHAS18001			
6.	Audited turnover in Last 03 Financial years (2016-17, 2017-18, 2018-19)	(a) More than 5 crores but less than 10 Crores	10 Marks		20 Marks	
		(b) 10 Crores and above	20 Marks			
7.	Number of Years of	(a) 03 Years	5 Marks		10	



	operation for outsourcing Manpower	(b)05 Years and above	10 Marks		marks	
8	National Presence (at least 3 States)	3 states	3 Marks		5 Marks	
		More than 3 states	5 Marks			
9.	No of similar works in Last 5 years (supply of manpower with at least 200 manpower size)		1 Mark for each work		10 Marks	

Signature and seal of bidder with date

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Annexure VII

FINANCIAL BID FORMAT

To be filled in prescribed format available on "E-Wizard" only

(Part II: - Financial Bid for Providing Manpower Services to IIITDM Jabalpur)

Name of the Firm/Agency:

(Date)

S. No.	Overheads	Amount
1	Manpower salary	As per Central Minimum wage rates (Don't write anything in this column)
2	EPF and ESI contribution	As per EPF Act and ESIC Act (Don't write anything in this column)
3	Service charge of contractor (Quote in percentage % only)	
4	GST -	As per govt. norms (Don't write anything in this column)

Note:

1. If a firm quotes 'Nil' service charge or less than 1% (One percent) service charge shall result in rejection of the bid.
2. The bidder should only quote "Service charge of contractor (Quote in percentage % only)".
3. In case financial bid is not submitted separately and combined with technical bid, the bids will be summarily rejected.
4. The service charges are to be quoted in whole number or decimal number, not in fraction. If quoted in decimal maximum two digit after decimal point is to be considered e.g. if bid is quoted as 2.176, only 2.17 will be considered and number 6 will be discarded.
5. The agency is required to provide two full sets of seasonal uniform per semester as approved by competent authority.

Declaration

I (Name & Designation) s/o resident of do hereby declare as under:

1. That I am the authorized person to sign this tender form under a resolution no dated (The same is attached herewith).
2. That the bidder has read & understood all terms & conditions and the same are acceptable to us.
3. That all the information submitted herein is true and nothing material has been concealed.
4. That the bidder shall submit any evidence or document as requested by **PDPM IIITDM Jabalpur**.
5. That the bidder undertakes to render PDPM IIITDM Jabalpur free from all and any kind of liability and consequences resulting out of this present agreement.

Date:

Place:

Signature of authorized person:

Name:

Designation: Seal:

Seem

Annexure-VIII

BIDDER'S ELIGIBILITY CRITERIA

Sr. No.	Description	Confirmation (Yes/No)	Proof Attached at Page No.
1	Does your agency approved/recognized/registered by Govt. of India/State Govt. for providing Manpower Services. Copy of relevant certificates should be attached. Service Provider should have a valid license from competent license authority under the provision of contract Labour Act. 1970 and Contract Labour Central Rules 1971.		
2	Does your agency/Contractor comply with the statutory requirements such as valid Registration with EPF, ES/PAN/TAN and GST etc. Registration authorities and license to execute such contracts?		
3	Does your agency have been in existence for the last 05 years or more?		
4	Do you have any experience of providing similar services in Educational Institutes?		
5	Does the agency deployed at least 200 or more workers continuously on roll for the last six months. For proof EPF challan should be submitted		
6	(a)The Service Provider should have good performance experience certificate of value not less than Rs.20 Crore for the three years on 31 st March 2020 of providing manpower in Govt./ Semi Govt./ Govt. Undertaking/CFTI Educational Institutes/ PSUs., the copy of the agreement must be attached with good performance certificate		
	(b)The bidder should have at least one year of satisfactory experience in an educational institute of national repute not prior to 1 st April 2015.		
	(c)If you have provided or providing manpower services in the Institute you must produce good performance certificate of the Competent Authority		
7	Financial sources to run the contract.		
8	Do you have average annual turnover of INR 20 Crores in preceding three financial years in similar services. (Copy of audited balance sheets and ITR certificates with matching PAN No. must be enclosed).		






9	Does your agency have been blacklisted by any Govt., Semi Govt. Deptt., or any other organization? <i>An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Tender Fee & EMD.</i>		
10	Whether the Earnest Money in the form of Bankers Demand Draft are enclosed?		
11	Have you completed /submitted other required Information / documents, as mentioned in the Tender Document?		
12	Have your firm/ Agency/Contractor ISO 9001-2008 certified?		
13	Do you have a registered/branch office in Madhya Pradesh?		

Date:

Note: Enclose copies of the relevant documents.

Signature and Seal of Bidder

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Format of Receipt of Deposition of Original EMD:

Receipt of deposition of original EMD (Receipt No. / date	
Name of work: e-tender for the Services of Manpower Outsourcing.	
1. Tender No. IIITDMJ/Tender/09/2020/65	
2. Amount of Earnest money Deposit	: Rs. 7,00,000/-
3. Amount of Tender Fee	: Rs. 2,500/-
4. Last date of submission of documents to Registrar, IIITDMJ 05/10/2020 upto 15:00 Hrs.	
1. Name of contractor.....	
2. Form of EMD	
3. Amount of Earnest Money Deposit	
4. Form of Tender Fee	
5. Amount of Tender Fee	
6. Date of submission of EMD	
Signature, Name and Designation of EMD receiving officer	
(To be filled by EMD receiving Registrar, IIITDMJ)	

