

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

TENDER NO: IIITDMJ/Tender/2019/51..., Dated 29/03/2019

# 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 for Receipt of sealed Tender: April 25, 2019 before 15:00 Hrs  
Tender Document Sold to:

.....  
.....

Contain Total 26 Pages.

Tender Document Cost Rs. 1000/- only  
\*- To be paid in the form of Demand Draft drawn  
in favour of PDPM IIITDM Jabalpur payable at Jabalpur

*Beek*  
(S D Gadekar)

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 to whom the schedule is issued.	
2	Date of issue of tender document	March 29, 2019
3	Pre bid conference schedule	April 12, 2019 at 15:00 Hrs. at Conference Hall of the Institute
4	Last date for receipt of sealed tender	April 25, 2019 at 15:00 Hrs.
5	Date for opening of sealed tenders (Technical bids only)	April 25, 2019 at 16:00 Hrs. at Conference Hall of the Institute
6	Date for opening of financial bids (Only for those who qualify in technical bid only)	Will be decided later (Tentative May 15, 2019)



**Registrar**  
PDPM IIITDM Jabalpur

**Signature of Tenderer**

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

**TENDER DOCUMENT FOR MANPOWER OUTSOURCING**

PDPM 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 Sealed 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 three years 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 at the institute. Brief description of Job work and an illustrative list of manpower likely to be deployed is indicated in Annexure – I & II. 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 sealed cover, superscribing "**Part I: Technical Bid for Manpower Outsourcing**" in the pro-forma prescribed at Annexure-III along with the following documents:

- a) Tender document cost by demand draft of Rs. 1000/- drawn in favor of PDPM IIITDM Jabalpur payable at Jabalpur
- b) EMD of Rs. 2,00,000/- (Two Lakhs only) in the form of crossed Demand Draft/Banker's Cheque/ FDR in favor of PDPM IIITDM, Jabalpur, payable at Jabalpur
- c) Attested copy of Certificate of Incorporation / Registration of agency;
- d) Work experience of similar work during FY 2015-16, 2016-17 and 2017-18);
- e) Attested copy of the IT return filed for the last 3 financial years (2015-16, 2016-17 and 2017-18);
- f) Annual turnover certificate from Chartered Accountant
- g) Attested copy of 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 Service Tax registration certificate;

- k) Attested copy of Registration certificate under Contract Labour (Regulation & Abolition) Act, 1970 for minimum 105 contract employee
- l) Attested copy of GST registration
- m) Declaration as prescribed in Annexure-IV;
- n) Undertaking as prescribed in Annexure-V;
- o) Power of Attorney / Board Resolution in favour of signatory of the Tender on behalf of Tenderer;
- p) 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 separate sealed envelope, 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

An Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lakh only) in the form of crossed Demand Draft/Banker's Cheque/ FDR drawn in favour of PDPM IITDM Jabalpur payable at Jabalpur shall be submitted along with the Technical bid.

**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 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.**
  - 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.
- 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 Price Bid has been submitted in OPEN ENVELOPE.
- (h) If the tenderer tries to do canvassing in any form.
- (i) If Rates are not quoted both in figures and in words and in terms of percentage (%)

## 2.5 Submission of Tender

- a. The sealed tender completed in all respect shall be submitted by Speed Post/ Courier to the following address:

The Registrar,  
 PDPM IIITDM Jabalpur  
 Dumna Airport Road  
 Post: Khamaria  
 Jabalpur – 482005 India

or can be physically deposited in the tender box located in administrative office of the institute. The bid must be submitted only on the prescribed tender forms which can be downloaded from the institute website [www.iiitdmj.ac.in](http://www.iiitdmj.ac.in) along with the bank draft (tender form cost) of rupees 1000/- in favour of PDPM IIITDM Jabalpur payable at Jabalpur. Tenders received on any other form will be deemed rejected. Further, each page of the tender shall be signed by the bidder. The Institute will not be responsible for any postal or any other delays.

- b. The envelope containing tender documents in two parts (Technical Bid and Financial Bid) should be superscribed 'Tender for Manpower Supply-2018'
- c. Technical bid and Financial Bid should be kept in two separate sealed envelopes as specified in section 2.1.1 and 2.1.2, respectively with proper identification.

## 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 03 years old as on 15th March 2019.
- 3.2 The Service Provider should have at least three (3) years of satisfactory experience as on 15th March 2019 of providing manpower (Professional Office Staff etc.) in Govt./ Semi Govt./ Govt. Undertaking/ Educational Institutes/ PSUs, etc., out of which at least one (1) year experience must be in an educational institute of national repute. Experience prior to 15<sup>th</sup> June 2013 shall not be considered. Experience towards "supply of manpower with at least 100 manpower size" only will be considered. Bidder/ agencies not having the profile mentioned in the scope of work are not eligible.
- 3.3 The minimum annual turnover of the Service Provider should at least be Rs. 5 Crore (Rupees Five crore Only) for each financial year during the last three years (FY 2015-16, 2016-17 and 2017-18). The amount is minimum required for each year and not on average basis.
- 3.4 The Service Provider should be ISO 9001, ISO 14001 and OHSAS 18001 certified entity having valid certificates as on 15th March 2019.
- 3.5 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.
- 3.6 The Service Provider should have been registered with Employee State Insurance ("ESI") and Employee Provident Fund ("EPF") Authorities for depositing ESI and PF contributions.
- 3.7 The Service Provider should have been registered with GST and must be in possession of GSTIN and PAN.
- 3.8 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.
- 3.9 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 satisfactory performance and compliance of terms of agreement.

#### 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. 2,00,000/- (Rupees Two Lakh only) obtained from any Nationalized Bank payable by crossed Demand Draft/Banker's Cheque/ FDR in favor of PDPM IIITDM, 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. 10,00,000/- (Rupees Ten 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. Security Deposit will be forfeited if the service provider prematurely withdraws or if the services are terminated for being unsatisfactory after giving him an opportunity of hearing.
- 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 as decided by the Institute authorities.
- 5.7 The Director or Registrar or any authorized person of PDPM-IIITDM Jabalpur may, if considers necessary, inspect the premises of the functional area of the service provider and rescind the contract whose performance has been found to be substandard/ unsatisfactory.
- 5.8 Salary of a particular month will be disbursed by the Agency to its employees on or before 7<sup>th</sup> 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., 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:
- a) Suitable uniform to the workers at his cost. The uniform should be neat and clean. The color code of the uniform will be decided with the mutual consent of the authorized person of the Institute and the service provider.
  - b) 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.
- 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.
- 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 IIITDM Jabalpur and his/ her decision will be binding on both the parties and shall be final.
- 5.17 The Director, PDPM IIITDM 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 Registrar, PDPM IIITDM Jabalpur 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 Registrar or the Institute. At least one person of the rank of manager should be employed by the service provider in the Institute on their cost.

- 5.19 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.
- 5.20 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 IIITDM Jabalpur or the officer/staff authorized by the Director, regularly.
- 5.21 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.
- 5.22 The service provider shall withdraw any employee from the service of PDPM IIITDM 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.
- 5.23 The service provider shall arrange for reserve workers in lieu of workers on weekly off or periods of leave of the regular workers.
- 5.24 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.
- 5.25 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.
- 5.26 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.
- 5.27 In the interest of the institute, the service provider may be advised/ requested to retain existing employee(s).
- 5.28 The quoted and accepted rates shall be final for the contract period of three (03) years.
- 5.29 All legal disputes shall be within the jurisdiction of Jabalpur.
- 5.30 Currently tentative 187 (one hundred and eighty seven) persons are required. The details are given in Annexure- I & II. 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 at the rate of Rs. 300/- per day (per such case), beside deduction in payment on pro-rata basis.
- 5.33 The normal working hours of the PDPM IIITDM JABALPUR are from 09.00 a.m. to 05.30 p.m.
- 5.34 The personnel shall be available for work on all working days (Monday to Saturday, normally) during office hours (09.00 a.m. to 05.30 p.m. with half an hour of lunch break). In some services, the working hours may be on all days and round the clock in shifts.
- 5.35 In normal case, The personnel deployed are expected to offer services from 09.00 a.m. to 05.30 p.m. on all working days (including ½ hr. lunch time). If need arises, the outsource staff shall have to work beyond working hours or attend the office even on offday (Sunday/ Gazetted Holidays) as per work requirements. In case such a person is asked to work beyond 06:00 p.m., or on days when the office is closed he/she shall be entitled to a late sitting/ overtime payment at double the rate of 1/8th of his/her daily wage.
- 5.36 The formula for arriving at the no. of overtime hours beyond 06:00 p.m. is to be taken as under:
- i. Up to First half an hour but not less than 15 minutes is to be treated as half hour and
  - ii. There after every period not less than 15 minutes and up to half an hour is taken as half an hour. Ex: A person working for 2 hours and 15 minutes will get overtime allowance for 2½ hours."
- 5.37 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.
- 5.38 Agency shall have to provide a substitute, if any task worker goes on leave for more than two days.
- 5.39 Service provider shall provide details of grievance redressal mechanism and escalation matrix for handling issues related to manpower deployed at the Institute.
- 5.40 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.

- 5.41 Agency acknowledges and agrees that "Time is of Essence" in this Agreement and therefore, all timelines shall be strictly adhered to by the Agency.
- 5.42 The Agency / Tenders shall be responsible for compliance with the provisions of all the applicable Labour Laws including but not limited to:
- a) Contract Labour (Regulation Abolition) Act &, 1970;
  - b) Minimum Wages Act, 1948;
  - c) Workmen's Compensation Act, 1923;
  - d) The Employee Provident Fund Act, 1952;
  - e) Employee State Insurance Act, 1948;
  - f) The payment of Bonus Act 1965, and
  - g) Any other rules, regulations and / or statutes as may be applicable to them from time to time.
- 5.43 The agency shall pay the bonus to the employed manpower atleast 14 days prior to the date of Dipawali 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.
- 5.44 The Agency shall not assign transfer, pledge or sub contract the services/works.
- 5.45 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.
- 5.46 No child labour should be employed for any of the work in any circumstances.
- 5.47 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.
- 5.48 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.
- 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, ES!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.
- 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 3 (three) 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 Tenderer of 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;

#### **11. FORFEITURE OF DEPOSIT:**

##### **I- Earnest Money Deposit:**

- a. In case the bidder to whom contract is awarded backs out, the EMD of Rs. 2,00,000/- 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.

## Annexure - I

### Tentative Requirement of the Manpower

S. No.	Category	Subcategory	No. of employee required sub category wise	Total No. of employee required category wise	Present wages per day per employee
1	Unskilled	Peon/attendant	32	108	466
		Cleaner #	76		466
2	Semi skilled	Mali	03	18	527
		Class room attendant*	03		
		Lab Boy	05		
		Conductor	02		
		cook	01		
		Operator	04		
3	skilled	Carpenter	02	19	617
		plumber	02		
		Electrician	05		
		Driver (Motor Vehicle)	05		
		Lab technician/assistant	05		
4	Clerical	Junior office assistant	22	22	617
5	Highly skilled	Senior TA	01	20	679
		Caretaker/ Nursing assistant	17		
		Manager	01		
		Programmer	01		
		Sr. office assistant	00		
<b>TOTAL</b>			187		

Note:

1. The list is illustrative not exhaustive. The number of persons and related criteria to be outsourced may vary depending on actual requirement.
2. Refer Annexure - II for subcategory wise qualification of employees
3. All categories are as per the gazette notification of Ministry of Labour and Employment number 173 dated 19<sup>th</sup> January 2017 S.O. 188 (E). (Except marked with \*).
4. # Cleaner Requirement will be for the period till housekeeping tender is finalized by the institute.

## Annexure - II

### Subcategory wise qualification for recruitment

S.N.	Sub Category	Qualification (Education & Experience)
1.	Manager	Graduate with Experience of at least 05 years in the relevant field in Government/Public/Private limited company. Knowledge of computer.
2.	Programmer	(B.E. or B. Tech) or (MCA with 3 years' Experience) in operating computer system and computer programmer.
3	Senior Technical Assistant	Degree from a recognized Institute/ University with 2 years' experience. Knowledge of computer and Modern Teaching Aids.
4.	Senior Office Assistant	Graduate with Experience of at least 02 years in the relevant field in Government/Public/Private limited company. Knowledge of computer.
5.	Care taker/Supervisor/Senior Office Assistant	Graduate with Experience of at least 02 years in the relevant field in Government/Public/Private limited company. Knowledge of computer and Modern Teaching Aids.
6.	Nursing Assistant	Degree/ Diploma in Nursing/ Midwifery or similar field OR Nursing Technical Course conducted by Directorate of medical Services/Army/ Navy/India n Air Force and recognized by Ministry of Health and Education family Welfare (Department of Health) which is equal to male Nursing in Civil. Experience of at least 05 years in the relevant field in Government/Public/ Private Hospital/Nursing Home.
7.	Driver	<ol style="list-style-type: none"> <li>1. Driver For Bus and Other Heavy Vehicles Minimum Qualification: 8<sup>th</sup> Pass+ Driving License (HMT) with badge +3 years of driving experience on HMT.</li> <li>2. Driver for Car/Jeep/ Ambulance/ Other LMVs Minimum Qualification: 8<sup>th</sup> pass+ Driving License (LMV) with badge+ 3 years of relevant experience.</li> </ol>
8.	Conductor	12 <sup>th</sup> passed with 3 years' experience.
9.	Lab/Technical Assistant	<ol style="list-style-type: none"> <li>1. Lab Assistant Minimum Qualification: 12<sup>th</sup> Pass with ITI or equivalent course in relevant course in relevant discipline OR degree/ Diploma from a recognized Institute/University. Knowledge of computers.</li> <li>2. Technical Assistant</li> </ol>

		Minimum Qualification: Diploma from a recognized Institute/ University with 4 year experience. Knowledge of computers.
10.	Cook	5 <sup>th</sup> pass with Certificate course in cooking/ Catering and 3 years of experience of working in Government organization/ reputed Hotel.
11.	Junior Office Assistant	Graduation Degree in any discipline. Knowledge of computers
12.	Electrician	10 <sup>th</sup> pass+ with ITI in electrical and 2 years relevant experience OR 10 <sup>th</sup> Pass with one year Certificate course in similar field and 3 years of experience OR 8 <sup>th</sup> pass license holder electrician with 5 years of experience.
13.	Plumber/ Carpenter	10 <sup>th</sup> pass with ITI/Certificate Course of at least 1 year duration in plumbing or carpentry or equivalent with 1 year relevant experience OR 8 <sup>th</sup> pass with at least 3 years of relevant experience in plumbing or carpentry or equivalent.
14.	Civil work assistant	10 <sup>th</sup> pass with ITI in similar field and 3 years relevant experience OR 10 <sup>th</sup> pass+ Diploma in similar field with 1 year of relevant experience OR Graduate Degree in the relevant discipline
15.	Lab Boy	10 <sup>th</sup> pass and must have at least 3 years' experience of handling lab equipments in the related area
16.	Class room Attendant	10 <sup>th</sup> pass and must have at least 3 years' experience of handling of classroom equipment that includes computers, projector, sound system and should be able to sort out small problems of such equipment
17.	Attendant	At least 8 <sup>th</sup> Pass with some experience
18.	Peon/Sweeper/Cleaner	At least 8 <sup>th</sup> Pass with some experience
19.	Mali	10 <sup>th</sup> Pass with 3 years' experience or 8 <sup>th</sup> Pass with 5 years' experience. Experience should be in maintenance of garden and horticulture.

**Note 1 – Additional increment 5% will be payable for the post of Manager, Programmer and Nursing Assistant due to additional experience and/or professional qualification.**

**Note 2 – Additional increment 2.5% will be payable for the post of Technical Assistant due to Higher qualification as compared to Lab Assistant.**

**Note 3 – In the above Note 1 & 2, overtime rates will be calculated on the basis of base rates of their categories.**

## Annexure - III

### BIDDER DETAILS FORM/APPLICATION TECHNICAL BID FOR PROVIDING MANPOWER SERVICES TO IIITDM Jabalpur

(Envelope I - super scribing Technical Bid for Providing Manpower Services to IIITDM Jabalpur)

S.No.	Description	Information
1	Name of Tendering 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	DD No. _____ date _____ of Rs. 2,00,000/- 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 of provisional certificate)	
10	Employee Provident Fund	

	Registration No (Attach attested copy)	
11	Employee State Insurance Registration No.: (Attach attested copy)	

Annual turnover of the Service Provider during the last three financial years (2015-16, 2016-17 and 2017-18) duly certified by a Chartered Accountant: (Attach Separate sheet if space provided is insufficient)

Financial Year	Amount (Rs.Lacs)	Remarks, if any
2015-16		
2016-17		
2017-18		

Give details of the major similar contracts handled by the tendering Manpower Service Provider during the period between 15th June 2013 and 15th March 2019 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.	Manpower services provided		Amount of Contract (Rs. Lacs)	Duration of Contract	
		Type of manpower provided	No.			
1						
2						
3						
4						
5						

Submit Experience Certificate from at least three clients, to whom services have been provided by tendering manpower services in the past. The certificate should preferably be from CFTI/ Govt./PSU clients or reputed companies and self-attested copy of the same should be submitted.

Furnish the details of officers of the Institutes where the agency/firm has provided manpower supply services the period between 15th June 2013 and 15th March 2019

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

Additional information, if any,  
(Attach separate sheet, if required)

#### DECLARATION

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.

Signature of authorized person

Date:

Name:

Place:

Seal:

# 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](http://www.iiitdmj.ac.in) 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)

  


## Annexure VI

### Technical Evaluation Sheet

Name of the firm/ agency:

S.No.	Technical Evaluation Criteria	Marks	Self Score <i>(To be filled by bidder)</i>	Max Score	Score Validation (by the institution, not to be filled by the bidder)
1.	Relevant experience of providing technical / professional manpower in CFTIs	(a) In CFTIs (Centrally funded technical Institutions)	5 Marks for each order		20 Marks
		(b) In reputed Govt / Semi Govt organisations	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 (2015-16, 2016-17 and 2017-18)	(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 operation for outsourcing Manpower	(a) 03 Years	5 Marks		10 marks	
		(b) 05 Years and above	10 Marks			
8.	Empanelled with NICSI	Existing	5 Marks		5 Marks	
9.	National Presence (at least 3 States)	3 states	3 Marks		5 Marks	
		More than 3 states	5 Marks			
10.	No of similar works in Last 5 years (supply of manpower with at least 100 manpower size)		1 Mark for each work		10 Marks	

**Signature and seal of bidder with date**

*[Handwritten Signature]*  
Memeber1

Member2

Member3

Member4

(Evaluation Committee)

*[Handwritten Signature]*

*[Handwritten Signature]*

## Annexure VII

### FINANCIAL BID FORMAT

(Envelope II - superscribing 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	

#### 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 Price Bid shall contain Agency's Overhead/ Service Charges, and other Statutory Tax/Liabilities (Excluding GST).
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.

#### 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:

*Signature*