

भारतीय प्रौद्योगिकी संस्थान इंदौर Indian Institute of Technology Indore सिमरोल, खंडवा रोड़ इंदौर — 453552 Simrol, Khandwa Road, Indore- 453552

E-TENDER MODE BIDDING FOR OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT MANPOWER

Documents to be submitted online for (Technical & Financial Bid as per Schedule of requirement)

Rage 1 of 30

Indian Institute of Technology Indore



भारतीय प्रौद्योगिकी संस्थान इंदौर सिमरोल, खंडवा रोड़ इंदौर — 453552 Indian Institute of Technology Indore Simrol, Khandwa Road, Indore- 453552

Tel.: 0731-6603408 Email: mms@iiti.ac.in

NOTICE INVITING TENDER (NIT) for OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT MANPOWER

Online e- Tenders are invited by IIT Indore (in Two Bid System) for the working "(OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT MANPOWER) with the following details.

SI. No.	Description of Stores	NIT No.	EMD	
1.	OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT MANPOWER	IITI(MM)/ADMIN/NIT/0 1/01A/RJ/34/2021- 2022	Nil Pursuant to the Order No. F.9/4/2020-PF dated 12 th November 2020 of the Minist Finance, Procurement Policy Division. No EMD/Security Deposit will be applicab upto 31/12/2021.	
			NOTE: EMD not applicable, bidders have to submit signed 'Bid Security Declaration' accepting that if they withdraw or modify their bids during period of validity etc. they will be suspended for future requirement of IIT Indore	

SUBMISSION OF BIDS ONLINE IN TWO BID https://eprocure.gov.in/eprocure/app

Note:

- I. Tender Documents with detail terms & conditions can be downloaded from our website: http://www.iiti.ac.in/tender_mms.php & https://eprocure.gov.in/eprocure/app
- II. The prebid report will be published as a part of the tender document.
- III. All the details/document pertaining to the NIT such as tender document, pre-bid report, corrigendum and any further updates will be available only on our website and also at Central Public Procurement Portal.

IIT Indore shall not be responsible for non-receipt of bid due to internet issues or any other reasons. For any issues related to tender please contact Material Management Section, Tel: +91-0731-6603408/3369/3551 Email: mms@iiti.ac.in

Administrative Officer (MMS)

प्रशासनिक अधिकारी Administrative Officer भारतीय प्रौद्योगिकी चुरुवान इन्दौर Indian Institute of Technology Indore

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CHAPTER- 1 Schedule of Tendering:

SI. No.	Event	Date and Time/ Remarks	
01	Downloading of Tender document online from CPPP	From July 05, 2021 https://eprocure.gov.in/eprocure/app & http://www.iiti.ac.in/tender_mms.php	
02	Submission of Queries for Pre- bid meeting	Upto July 15, 2021 at 03.00 PM, (IST) Format for Submission of Queries enclosed as Chapter 12	
03	Pre-bid Meeting	July 16, 2021 at 03.00 PM (IST) Pre-bid meeting will be done Online on Google Meet (The google meet link will be shared with the firms in reply of technical query or email request) The pre-bid report will be uploaded on the website & CPPP and the same will be a part of the tender document	
04	Bid Submission Start Date	July 30, 2021	
05	Last date & Time of Submission of Bids Online (Technical and Price Bid)	August 12, 2021 Please refer tender Terms at IITI	
06	Opening of Technical Bids Online	August 13, 2021 Please refer tender Terms at IITI	
	All the communications with respect to the tender shall be addressed to:	Administrative Officer (MMS) IIT Indore, 4th Floor Western Wing (Toward's Gate-1), Abhinandan Building, Khandwa Road, Simrol, Indore- 453552 Tel.: 0731-6603408/3369/3551, Email: mms@iiti.ac.in	
08	Submission of Bid Online	https://eprocure.gov.in/eprocure/app	
09	Contract Period	Initially 01year from the date of issue of work-order (Subject to further extension as per tender terms)	
10	Schedule of Price Bid Opening	Schedule for opening of Price Bids will be notified via CPPP only to the bidders qualifying the Technical Bid evaluation.	
11	FOR TAKING ASSISTANCE, IF ANY	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll Free No.:18002337315, 180030702232	

CHAPTER- 2 INSTRUCTIONS FOR ONLINE BID SUBMISSION

The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

- For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been
 published on the Central Public Procurement Portal (<u>URL:http://eprocure.gov.in/eprocure/app</u>). The bidders are
 required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature
 Certificates.
- 2. More information useful for submitting the online bids on the CPP Portal is available/ obtained at URL:http://eprocure.gov.in/eprocure/app
- 3. For Registration: Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 4. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulate any condition of his own, such conditional tender is liable to be rejected.
- 5. ITTI reserves the right to reject any tender/bid wholly or partly without assigning any reason.
- 6. The Technical Committee constituted by the IITI shall have the right to verify the particulars furnished by the bidder independently.
- 7. Tenderer shall take into account all costs including expenses on Salary, EPF, ESIC, Group Insurance, Uniform etc. In this regard no claim for any extra payment for any reason shall be entertained.
- 8. The hired manpower will be employed at IIT Indore, Khandwa Road, Simrol, Indore and the contractor shall be responsible for any damage caused to the institute by the deputed staff.
- 9. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
- 10. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded On-line http://eprocure.gov.in/eprocure/app. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
- 11. The bidders may submit duly filled and completed bidding document ONLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
- 12. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IITI reserves the right to accept or reject any or all the tenders.
- 13. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:http://eprocure.gov.in/eprocure/app?page=HelpForContractors& service=page

Administrative Officer (MMS)

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NIT No.: IITI(MM)/ADMIN/NIT/01/01A/RJ/34/2021-2022

CHAPTER- 3 INSTRUCTIONS TO BIDDER:

- 1. Indian Institute of Technology Indore (IITI) invites Online tender for the work of 'Supply of skilled, semiskilled and unskilled manpower to IITI' for carrying out various jobs viz. electrical, plumbing, carpentry, shifting of furniture, guest house maintenance, providing assistance in various offices, technical assistance in IT, assistance in laboratories, classrooms, maintenance of horticulture, gardening, housekeeping etc.
- 2. <u>Tender Form:</u> Tender document will not be issued in person. The tender document can be downloaded from IITI Website <u>www.iiti.ac.in</u>. Tender documents are in 2 (two) parts viz.,
 - a) Part I (Technical Bid)
 - b) Part II (Price Bid).

Please go through the following carefully before submitting the bid/tender:

- 3. Details of EMD, submission of tender, etc. are indicated elaborately in the tender document.
- 4. Opening of Part II of the bid: After verification of Part I (Technical Bid), price bid of only those tenderers who satisfy all the eligibility criteria laid down in this notification will be opened.
- 5. In case any document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, whether before award of work or otherwise.
- 6. Conditional, Incomplete tenders, Tender in any form other than the prescribed form issued by IIT INDORE or bids received in any mode other than the mode of submission prescribed will be rejected. In such cases, EMD submitted with the tender will be forfeited.
- 7. The tender is not transferable under any circumstances.
- 8. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- 9. <u>Evaluation of tender: In case two or more tenders are equal in monetary terms, work will be awarded to the contractor who has executed contracts of higher values.</u>
- 10. IITI reserves the right to: a) reject any or all the tenders without assigning any reason whatsoever; b) not bind himself to accept the lowest or any tender; and c) accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. Canvassing in connection with tender/quotation is strictly prohibited. Tender details can be viewed in the website www.iiti.ac.in

CHAPTER-4

Instructions for Online Bid Submission

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

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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 from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) 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.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account prebid report and any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload\ the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) The tenders will be received online through portal http://eprocure.gov.in/eprocure/app. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/appunder the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at http://eprocure.gov.in/eprocure/app

Online Bid Form

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

Online Bid prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

Period of validity of Online bids: Online Bids shall remain valid for acceptance for 180 days after the date of bid submission.

Bid Security declaration must be attached to the Techno-Commercial Bid Only and NOT to the Price Bid. Bids received without EMD security declaration will be rejected.

Note – Non-compliance of the above may disqualify your offer for consideration.

Administrative Officer (MMS)

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Chapter-5

GENERAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same in the prescribed format and submit it with the Technical Bid).

A. GENERAL INSTRUCTIONS:

- 1. The manpower provided by the manpower service provider (Contractor) to IITI would work on the payroll of the manpower service provider (Contractor). The workers provided to IITI would be the employees of the manpower service provider (Contractor) at all times and in all respects during the period of the contract of the manpower service provider (Contractor) with IITI. There would be no Employee-Employer relationship between the workers of the Contractor and IITI.
- 2. No claim for regularization, direct appointment or any other such claim would be entertained by IITI from the workers deployed by the manpower service provider (Contractor) at IITI either during the validity of the contract or any time thereafter.
- 3. Manpower service provider (Contractor) would also have to necessarily provide the services of One Site Manager, who would be the Controlling, Disciplinary and the Leave Controlling Authority of the Contractor's Staff deployed at IITI. He/She would need to visit IITI on all working days in a month, and would handle all the issues (labour, legal, statutory, EPFO, ESIC, employment, leave etc.) pertaining to the manpower service provider's (Contractor's) staff deployed at the premises of IITI. The Site Manager would necessarily be a managerial level employee of the manpower service provider (Contractor) and should be a post graduate with a minimum experience of three years.
- 4. The Site Manager would also be responsible to ensure proper maintenance of the attendance registers of the workers deployed by the Contractor at the work site i.e. IITI, as well as all the forms and registers required to be maintained as per contract labour act & for other statutory compliances. No separate payment would be paid by the Institute to the Contractor for providing the service of the Site Manager.
- 5. IITI would reserve the right to demand removal or replacement of any worker or workers or Site Manager deployed by the Contractor at the premises of IITI without giving any reason to the Contractor or to the worker. The Contractor would have to fulfill such demand at the earliest.
- 6. It would be the responsibility of the manpower service provider (Contractor) to ensure strict legal and statutory compliance to all the applicable Acts and the Acts that may become applicable in future during the validity of the contract (such as the ESI Act,1948; the EPF &MP Act,1952; the Payment of Bonus Act,1965; the Contract Labour (R&A) Act, 1970; the Maternity Benefit Act, 1961; the Equal Remuneration Act, 1976; the Payment of Wages Act,1936; the Minimum Wages Act, 1948; the BOCW (RE &CS) Act, 1996, the Child labour (P&R) Act, 1986; the Industrial Disputes Act, 1947; the Interstate Migrant Workmen (RE &CS) Act, 1979; the Industrial Employment (SO) Act, 1946; the Sexual harassment of Women at Workplace (P,P &R) Act, 2013; the Employee's Compensation Act, 1923 etc.) as amended from time to time, Rules made there under, and all the subsequent Regulations, Ordinances, Orders and Instructions etc. issued from time to time

regarding these matters by the central government or the concerned government offices. The service provider would have to indemnify IITI against any obligation/payment/loss, or any demand other than the monthly management fee to be paid by IITI to the manpower service provider (Contractor), made either by the workers of the manpower service provider (Contractor) or by the government authorities/departments in this regard. The contractor would fulfil all the responsibilities of an employer and also those of the Principal Employer with regard to payments, benefits and other entitlements of the workers deployed by the Contractor at IITI. Contractor's failure to comply with any act/rule/regulation/ordinance/order/instruction etc. or non-payment of any wage, allowance, benefit or other entitlements due to the workers deployed by the Contractor would attract suitable financial penalty as decided by IITI in addition to any financial obligation, arising out of non-compliance by the Contractor, to IITI in this regard. In case of non-payment of the penalty amount by the Contractor within fifteen days of communication by IITI, subsequent additional penalty charges @ Rs.1000/- per day may be charged by the Institute until the penalty amount is deposited in the bank account of IITI.

- 7. The Contractor would be responsible for all the injuries and accidents occurring with the workers deployed by the Contractor. In this regard, the Contractor would have to necessarily purchase a group insurance policy providing benefits at par with the Employee's Compensation Act, 1923, as amended from time to time, for the workers who are not covered under the ESI Act and deployed by the Contractor at IITI. A copy of the Insurance policy would be required to be submitted by the Contractor along with the bill for the first month. In case there is already a policy bought by the Contractor providing similar benefits, a copy of the same can be provided.
- 8. The Institute may ask the Contractor to provide a copy of the necessary documents/data/challan/report/return/appropriate forms or registers, updated copy of the Labour License etc. and it would be the responsibility of the Contractor to provide such documents/data/appropriate forms or registers etc. along with the invoice of each month to the Institute, failing which, appropriate penalty as deemed fit by IITI may be levied on the Contractor.
- 9. As and when the Institute requires more manpower, the designation with brief job profile, minimum qualification and experience requirement and CTC range will be shared with the manpower service provider (Contractor). The manpower service provider (Contractor) would have to identify suitable candidates and provide sufficient CVs and other details to check their acceptability. The deployment should be completed within ten days of receiving such communication from the Institute. The upper age limit for deployed staff will be below 60 years in all cases. Contractor should ensure proper publicity of the manpower requirements so as to get competitive candidates for the required profile. Apart from other measures a webpage link at the official website of the contractor shall be reserved for publishing institute manpower requirements.
- 10. IITI may reduce the strength (no.) of the outsourced manpower deployed or may even increase the strength (no.) of manpower deployed as per the requirement of the Institute during the contract period.
- 11. The tenderer submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.

- 12. The contract will be for a period of one year initially, which can be extended for two *more* years on satisfactory performance of the initial period of the contract. The IITI may renew/extend the contract to such further period (s), as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.
- 13. In case the contractor fails in fulfilling the obligations fully and in time, the IITI shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, shall be recovered from the bill.
- 14. The contractor shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the IITI from any claims in this regard.
- 15. All letters posted to Contractor at the address given by him will be considered to have been delivered in time.
- 16. If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated, and Security deposit forfeited. The Contractor will have no claims what so ever on the IITI.
- 17. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Institute for the inferior works as determined by the IITI and in case all payments have been made to the Contractor for this work, this amount may be deducted from any sum due to the Contractor on any other work within the Institute.
- 18. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall indemnify the IITI from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify IITI against all claims in this regard. A report would be submitted within 24 hours of occurrence in respect of any accident with the employees of the contractor, on the workplace or outside till he is working with the contractor on the site of the Institute. Original report of the said report is to be submitted to various authorities like Dy. Regional Labour Commissioner, Commissioner EPF and Commissioner ESI etc.
- 19. The contractor shall be responsible for cleaning as well as security of the fixtures handed over at the time of commencement of the contract. In case of items/fixtures stolen/broken due to the fault of the contract personnel, either the penalties to recover the cost shall be imposed or the contractor shall have a choice to replace these fixtures of the same quality & under approval from nodal officer appointed by the IITI.

- 20. Any liability arising on the IITI shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the contractor. There would be no liabilities towards the workers of the contractor by the IITI.
- 21. The IITI through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.
- 22. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer (to be nominated by the Institute) from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.
- 23. In the event of the contractor to execute the work under contract in whole or in part an alternative arrangement will be made by the IITI totally at the cost & risk of contractor besides any suitable fine /penalty.
- 24. The contractor shall be liable to pay compensation for any loss & damage caused to the property of the IITI or its Staff Members/Students/Visitors by the contractor or his workers.
- 25. The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff as regards work, discipline, attendance or any other matter concerning efficient and smooth functioning; the contractor will be under an obligation to change the worker concerned when instructed by IITI authority. The contractor shall observe all the laws and will be responsible for any prosecution of liability arising from breach of any of those laws. The IITI will not have any responsibility with regard to staff on the role of the contractor what so ever.
- 26. The IITI reserves the right to terminate the contract without assigning any reason by giving a notice of three months. The contractor will also have to serve a notice of three months, if he wishes to terminate the contract.
- 27. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Officer, IITI or any other officer nominated by the IITI for arbitration whose decision shall be final and binding on the parties. The contractor agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.
- 28. The personnel of Contractor should observe 17 closed holidays in a calendar year as observed by the Institute. In addition, they will be entitled to one and half day Casual leave for every completed month of service/duty which will not be transferrable in the next year.

- 29. The services of employees of Contractor should be made available on all days on six-day week basis irrespective of holidays and on Sundays, if required. Institute may change the working pattern with consent of contractor if required.
- 30. A verification report in respect of all the personnel of contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of IITI. Any changes should be informed immediately.
- 31. The personnel engaged by the contractor should have qualification and experience as mention by the institute for each post.
- 32. The Contractor shall be fully responsible for providing leave benefits, weekly off, National & Festival holidays etc., to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.
- 33. The contractor on a quarterly basis shall organize a camp at IIT premises for facilitating verification of statutory deposits like EPF/Professional taxes etc. by the deputed staff. It will be the responsibility of the contractor to guide/support the deputed workers in updating basic details in PF Account/ Process for Partial Withdrawal/Aadhar Linking/Bank Account etc.
- 34. The contractor shall necessarily guide all the workers who are falling under ESIC benefits about the facilities available to them under the scheme and necessary documents shall be issued to them in a timely manner.
- 35. The contractor should not be employee of IITI, Central or State Government, Autonomous Body, R&D Labs, IITI, IISER or PSU. He should submit a declaration to this effect.
- 36. That payment on account of enhancement/escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions, and service tax levied by the appropriate Govt. (Central/State) from time to time shall be reimbursed by the IITI to the contractor. No escalation of percentage of Contractor's Service Charges and/or cost of materials shall be admissible during the term of the contract.

37. Other Terms:

- MODIFICATION OF TERMS AND CONDITIONS: The IITI with the consent of the contractor may modify terms and conditions of the contract as and when necessary, without affecting the basic nature of this contract.
- ii. **PAYMENT OF WAGES/SALARIES**: The contractor shall pay his workers wages not less than the minimum wages fixed by the Central Govt. and all other statutory dues like EPF, ESI, bonus, etc., where minimum wages applicable, and in throughout the tenure of contract, through bank.

- iii. In the event of local problems arising while discharging the functions at IITI the contractor will deal with them appropriately at their cost and risk and the firm will not bring IITI on the scene for such matters.
- iv. The contractor shall provide:
 - a. <u>Uniforms</u>: 2 (two) full Sets of Uniforms, shoes, belt and cap etc. including all the items of personal protection equipment to his employees posted in Housekeeping, Infrastructure Development, Transport, Horticulture as approved by the IITI authority (both male and female) while on duty from out of his service charges every year. Employees of the contractor will not use the insignia of the Institute other than the places allowed by the Institute.
 - b. <u>Identity Cards</u>: The contractor will issue identity cards to his workers/supervisors after getting them verified by the IITI. Any worker found without identity card will not be permitted to enter the premises. He will post a supervisor at a specific point to receive & manage complaints & instructions.
- v. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.
- vi. IITI reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.
- i. IITI does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IITI.
- ii. Force Majeure: Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
- The firm may give any of their commercial term, if required, in their techno-commercial offer only, and price quotation should contain only price.
- Please inform the IITI in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
- v. IITI reserves the right to modify/alter/Insertion or deletion on any part of the tender document to ensure fulfillment of its service requirement at any stage.
- vi. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
- vii. Breach of Terms and Conditions: IIT- Indore reserves the right to accept or reject or cancel any or all enquiries or bids at any stage without assigning any reason thereof. In case of cancellation of

order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards progress of order/procurement.

Governing Law: The order placed will be contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.

B. REPORT:

- 1. The contractor or his representative shall daily report to the Administration Department, IITI to supervise the work under the contract and take instructions every day from them for the work on a Book/Register maintained by the contractor exclusively for the purpose. He shall preserve the said book and produce the same as and when required. As far as possible bio-metric attendance shall be obtained. Institute shall compare the manual attendance with the help of bio-metric attendance. Surprise checks for the attendees may be carried out by the Institute officials to ascertain the availability of the employee of the contractor in the institute.
- 2. The contractor or his representative should approach the Administrative Section, if he needs any instructions /help or has any difficulties.
- 3. Working timings are as follows:-
 - Staff having shift system shall have to work on 8 hours shift basis.
 - Staff working in other than shift basis shall work from 9.15 am to 5. 45 with half an hour lunch break or as decided from time to time by the Institute.

C. SCOPE OF WORK:

- 1. Contractor shall collect applications/resumes by ensuring publication in newspaper based on IITI requirement and as per the provision of ITB. IITI shall conduct interview and choose the candidates. Contractor shall send offer letter and complete the joining formalities and depute to IITI.
- 2. The contractor's workers will be present in the premises and carry out duty for entire eight hours of a shift excluding lunch recess, in shifts / staggered duties as assigned by competent authorities.
- 3. The workers should maintain highest discipline and behave politely with the faculty, staff, students and guests. They should not argue with anyone.
- 4. The service provider should ensure the insurance of the staff by providing them life coverage through group insurance.

D. Staff to be provided:

SI.No.	Description	Number
1,	Administrative Staff	59 (approx.)
2.	Supporting Staff i. Gardeners ii. Helpers iii. Attenders	72 (approx.)
3.	Transport Staff	16 (approx.)
4.	Housekeeping Staff (Additional)	30 (approx.)
5,,	Other Project Staff	04 (approx.)
	Total =	181 nos.

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(Initially there is no need from contractor to identify the staff as existing staff shall be allowed to be transferred to his roles.)

E. SUPERVISION-

- 1. The Site manager employed by the Contractor shall be responsible to coordinate, daily attendance, grant of weekly off, discipline, manage work, interaction with office-in- charge for the day-to-day work.
- 2. The service of the workers may be required on all days in a month irrespective of holidays and they should be prepared to work on shifts as may be required. The Contractor has to ensure proper attendance and proper weekly off of the personnel deployed and should produce Character and antecedent's verification reports of the persons engaged by the Contractor and the same shall be submitted to IITI for verification.
- 3. The workers deployed by the Contractors shall maintain personal hygiene and wear prescribed uniform wherever uniform is issued while on duty.
- 4. The persons deployed by the contractor should be reliable, trustworthy, alert and efficient.
- 5. The contractor's personnel should be well disciplined, polite with good behavior. In case of any complaint or any unusual behavior of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute.
- 6. The contract personnel shall undergo medical examination at the expense of the contractor to ensure that they are free from any communicable diseases and copy of medical examination certificate must be submitted to IITI for records.
- 7. The contractor shall not lease or sub-contract the whole or any part of the contract to anybody.
- 8. The contractors should make payment to the workers on the 7th day of falling month (one day before in case of holiday) and there should be no linkage between this payment and settlement of the contractor's bill from the IITI.

F. PAYMENT CONDITIONS:

- 1.Monthly payment will be paid by the IIT Indore for the deployment of personnel as per actuals in accordance with the agreement.
- 2.Payment of bills for services rendered will be on reimbursement basis of monthly payment cycle. After payment of salary, the bills shall be supported with the following documents:-
- a.Bill on Agency letterhead giving details of total number of personnel engaged, number of Man days and cumulative total.
- b. Amount shall be claimed along with details of payment made to the staff engaged for the previous month (copy of the Attendance Particulars to be attached) on reimbursement basis.
- c.Certificate to the effect that "Conditions of Minimum Wages Act and other Statues on the subject have been complied with."
- d. The amount of EPF, ESI and GST will be deposited by the Agency separately for their employees deputed at IIT Indore. Copies of the challans and ECR towards remittance shall be enclosed for reimbursement.

The payment activity dates will be observed as per details below.

SI.No.	Activity	BY Who	Turnaround time	
1	Providing attendance for verification	Agency	2 nd of falling month for the period of current month.	
2	Returning of verified attendance	IITI	5 th of every month	
3	Salary Disbursal	Agency	Salary should be remitted to individual a/c on 7 th of month (one day before in case 7 th is falling on a holiday).	
4	Submission of Invoice to IIT Indore	Agency	Within 3 Working days	
5	Release of Payment	IIT Indore	By 10 Working days of receipt of bill, proof of disbursement of wages.	

G. COMMENCEMENT OF WORK:

The Contractor is required to start the work of supply of manpower with effect from the date of acceptance of the contract. In case it is found that the work has not been taken up from the above date, the IITI at its sole discretion may cancel the work order and the EMD Security Deposit shall be forfeited without any further reference to the Contractor.

H. CANCELLATION OF CONTRACT:

- 1. Notwithstanding any other provisions in this contract, the IITI reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
- 2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the IITI shall be forfeited without any claim whatsoever on IITI and the contractor is liable for action as appropriate under the extant laws.

CHAPTER - 6

TECHNICAL BID (LIST OF DOCUMENTS TO BE UPLOADED ALONG WITH ANNEXURE- I)

- 1. The intending Tenderer shall upload a self-declaration on their letter-head as PDF file in Cover-I of etender, along with the tender documents, confirming that they are regularly supplier Manpower on contractual firm.
- 2. The hiring of manpower services shall be in compliance with the specifications mentioned in tender.
- 3. The tenderer should be a registered contractor having a valid license under 'The Contract Labour (Regulation and Abolition) Act' and should furnish the proof of relevant experience i.e. providing manpower in educational institution of repute, Govt., PSU, or R&D organization like IITs, IIMs, IISER, NITs and Universities etc..
- 4. The estimated cost of the Tender is Approx. Rs.600. 00 lakhs (Six Hundred Lakh) per annum.
- 5. Experience: The tenderer should have experience of having executed/completed similar works during any 7 years commencing between *April 1, 2014 and ending on March 31, 2021* in educational institution of repute, Govt., PSU, or R&D organization as stated above (IIT, NIT etc.) Experience in other institutions will not be considered. The experience should be one of the following:
 - a) Four similar completed works during any 5 years out of above, each costing not less than the amount equal to Rs.1.50 Crore,
 - b) Three similar completed works during any 5 years out of above, each costing not less than the amount equal to Rs.2.00 Crore, OR
 - c) Two similar completed works during any 5 years out of above, each costing not less than the amount equal to Rs.3.00 Crore

<u>Note:</u> Experience prior to *April 1, 2014 and later than March 31, 2021* will not be considered as experience. "Similar work" means supply of skilled and unskilled manpower for carrying out various jobs viz. electrical, plumbing, carpentry, shifting of furniture, guest house maintenance, providing assistance in various offices, technical assistance in IT, laboratories, classrooms, maintenance of Horticulture, gardening etc.

6. The tenderer must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the value of work done, the date of commencement and date of completion of the work.

Note: Copy of work order and/or self-certified certificate will not be accepted as certificate of experience. If any document other than certificate of experience is produced, such document will not be accepted as relevant. Tenders not accompanied by certificate of experience issued by the client will automatically stand disqualified.

- 7. PAN details of the firm have to be indicated along with a certified copy.
- 8. An affidavit, in original, duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed.

- 9. An affidavit, in original, duly certified by a Notary that there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Hon'ble Court.
- 10. All pages of the tender document should be duly signed & sealed by the tenderer and the document should be submitted in sealed condition.
- 11. The tenderer shall submit the information sought in the format enclosed as **Annexure "A"** as part of Technical bid along with the General Terms & conditions (duly signed). The Tenderer must have EPF/ESIC Registration number as per the rules to contribute to EPF/ESIC.
- 12. The persons deployed for work should not be involved in any police case or any case should be pending against them. Police verification certificate for the persons deployed for work to be submitted.
- 13. The workers must be provided with uniform (and where required standard safety shoes and other materials for safety and safe handling of chemicals, etc.) by the contractor from out of his service charges to the departments like transport and housekeeping.
- 14. If in the opinion of the IITI authorities, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced within 15 days.
- 15. Failure to comply with these conditions renders the tender/bid automatically disqualified. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which; the bids are liable for disqualification.
- 16. Security Deposit: For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit Rs. 60,00,000.00 (Rupees Sixty Lakhs Only) as Security Deposit which will be free of interest, immediately after commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalized Banks or SBI or from any one of the scheduled banks. The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded within 60 days after adjusting dues if any to the IITI from the Contractor. (PBG Format Attached as Chapter 14)
- 17. The tenderer should read the 'General Terms and Conditions' of the IITI annexed hereto and give their acceptance. The tenderer is advised to visit the IITI on any working day between 1000 hrs and 1600 hrs to assess the nature and quantum of work before tendering with prior permission.
- 18. The manpower proposed to be deployed by the Company /Agency shall be subject to screening by the Institute, to ascertain their suitability and skills. Before deploying a person in the Institute, the Company/Agency shall make a wide publicity for invitation of application of suitable candidates by means of advertisement in News Paper and electronic publicity. The company/Agency will submit an certified copies of publication. The company/Agency will furnish complete particulars and obtain written approval of the designated officer of the Institute.

Chapter- 7

TECHNICAL DETAILS/ COMPLIANCE MATRIX- ANNEXURE "I"

(Firm should enter the compliance against each column for consideration of their bid)

A. Documents details to be mandatorily submitted:

SI. No.	Particulars	Compliance YES/NO (If No, Confirm the deviation)	Attach the Documents and Confirm the Page No.
1	Name of Firm/Tenderer/Company (in block letters		Attach as enclosure & refer here]
2	Permanent Address & Telephone No.		Attach as enclosure & refer here]
3	Full Postal Address, Telephone/Fax No./E-mail:		Attach as enclosure & refer here]
4	Registered office at Indore (Municipal Limit) (Address& Tele phone no. (Copy of Telephone Bill/Electricity Bill.		Attach as enclosure & refer here]
4	Details of infrastructure persons employed and number of offices/branches available (attach separate sheet).		Attach as enclosure & refer here]
5	Bid Security Declaration		Attach as enclosure & refer here]
6	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm (in original).		Attach as enclosure & refer here]
7	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original).		Attach as enclosure & refer here]
8	Income Tax Return (last three years), PAN No., Professional Tax, GST Regn. Nos. (enclose photo copies)		[Attach as enclosure & refer here]

ĝ,	Copy of a valid License issued by the State/Central Labour Department under Contract Labour Act duly attested by a gazetled officer/notarized.	[Attach as enclosure & refer here]
10	Details of ESIC Registration with Date and proof of registration.	[Attach as enclosure & refer here]
11	Details of EPF Registration with date and proof of registration	[Attach as enclosure & refer here]
12	Experience of similar works in any 5 years between 01 April 2014 to 31 March 2021. a) 04 Works in any 05 years out of above, each costing not less than the amount equal to Rs. 1.50 Crore. b) 03 Works in any 05 years out of above, each costing not less than the amount equal to Rs. 2.00 Crore. c) 02 Works in any 05 years out of above, each costing not less than the amount equal to Rs. 3.00 Crore.	[Attach as enclosure & refer here]
13	Proof of Financial Capacity from his bankers/Chartered Accountant	[Attach as enclosure & refer
14	Performance certificate from current employers to be attached	[Attach as enclosure & refer here]
15	Audited balance sheet and Profit/Loss A/c for, 2013-14 to 2019-20	[Attach as enclosure & refer here]
16	Acceptance Certificate	[Attach as enclosure & refer here]
17	Letter of Consent	[Attach as enclosure & refer here]
		nerej –

B. Details of Experience: Should be furnished in the following format-only:

Name of the Client and full address	Telephone and FAX number of the client	Tenure of contract	Value of contract
6		*	

	NIT No.: IITI(MM)/ADMIN/NIT/01/01A/RJ/34/2021-2022	July 05, 2021
	Date:	
		Signature of Tenderer,
		Seal & address
		- 2
	#	\$c
		Page 23 of 3 0
1		<u> </u>

Chapter- 8 ACCEPTANCE CERTIFICATE

(To be given on Company's Letter Head)

То,			
Sub: A	Sub: Acceptance of Terms & Conditions of NIT Reference No:		
Name	of Tender / Work:		
Dear S	ir,		
1.	I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:as per your advertisement, given in the above mentioned website(s).		
2.	I / We hereby certify that I / we have read the 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 by the terms / conditions / clauses contained therein.		
3.	The corrigendum(s) issued from time to time by your department/ organizations too have 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 / entirety.		
5.	 I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking. 		
6.	I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.		
7.	I/We agree to hold this offer open until 180 days and shall be bound to provide service within the specified period.		
8.	I / We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the penalty/restrictions agreed to by us in the Bid Security Declaration.		
	Vauva Faithfuille		
	Yours Faithfully,		
₹.	(Signature of the Bidder, with Official Seal)		

NIT No.: IITI(MM)/ADMIN/NIT/01/01A/RJ/34/2021-2022

Chapter- 9

Letter of Consent

To

The Registrar

IIT Indore

Date:

Tender Ref. No.

Name of Work: 'Supply of skilled, unskilled and unskilled manpower to ITI,

Dear Sir,

I/We understand the nature and quantum of work to be carried out. I/We have read various condition to the tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the bid.

In case the tender is withdrawn within the validity period or the contract if awarded, I/We understand that our bid security declaration holds good and I/We understand that I/We will be barred for future tendering as per the clauses of the bid security declaration.

The rate quoted by us is firm and I/We will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance and terms of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the IIT Indore, general conditions of the contract amended from time to time and to carry out the work according to the conditions laid down by the IIT Indore.

Acceptance of this tender/contract shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signatures of Tenderer(s) with stamp, address

Note: the formats have been made available in the word format in the document title 'Annexures'. The format may also be downloaded, no change should be made by the tenderers except filling up details. In case any change is made in the contents of the formats, except filling -up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.

NIT No.: IITI(MM)/ADMIN/NIT/01/01A/RJ/34/2021-2022

July 05, 2021

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Chapter- 10 FORM OF UNDERTAKING

(to be submitted by the successful company/agency before deployment of manpower)

We hereby declare that the advertiseme	ent inviting applications for deployment of Manpower at
IIT Indore has been published in	newspaper dated
exclusively and wide publicity has been ç	given. The candidates have been evaluated with regard
to the qualitative requirement as mention	ned in the published invitation of application.
We will be liable to appropriate action as	s per the contract in case of any shortcomings omission
and commission.	
	SIGNATURE OF THE CONTRACTOR OR HIS AUTHORIZED SIGNATORY
DATE:	
	ADDRESS WITH SEAL OF THE AGENCY /FIRM
	4 -

CHAPTER-11

PRICE BID

PRICE BID - Schedule of price bid in the form of BOQ format:

- 1. The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at https://eprocure.gov.in/eprocure/app
- 2. Bidders are advised to download this BoQ.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
- 3. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD shall be forfeited.
- 4. The tender shall remain valid for acceptance for 180 days, from the date of tender opening.

OTHER CONDITIONS FOR PRICE BIDS

- 1. Taxes: Taxes will be paid as rules in force time to time.
- 2. Tentative No. of workers to be engaged as assessed by IITI for manpower supply:
 - a) Administrative Staff: <u>59</u>
 - b) Supporting Staff: 72
 - i. Gardeners
 - ii. Helpers
 - iii. Attenders
 - c) Transport Staff: 16
 - d) Housekeeping Staff: 30 (Additional)
 - e) Other Project Staff: 04
 - 3. No unilateral revision in price will be admissible.
 - **4.** Rates should be quoted for service.
 - 5. Service charge per head in figures should be quoted in the BOQ.

Signature of Tenderer

CHAPTER- 12 PRE-BID QUERY FORM

SI. No	Reference of the Clause No. of the Tender Document	Query/Clarification/Deviati on sought	Clarification/Response from IITI
1		1	
2			
3			
4			
5			
6			
7			
8			
9			
10			

CHAPTER- 13 Bid Security Declaration (On Firm Letter Head)

To,
The Joint Registrar
Materials Management Division
I.I.T. Indore,
Simrol, Khandwa Road
Indore – 453 552.

Date:

NIT No. IITI(MM)/ADMIN/NIT/01/01A/RJ/34/2021-2022 for "OUTSOURCING SERVICE FOR ENGAGEMENT OF CONTRACT MANPOWER"

Dear Sir,

We, the undersigned, declare that

- 1. We understand that, according to your conditions, bid must be supported by a Bid Securing Declaration.
- 2. We accept that we will be automatically suspended from being eligible for bidding in any contract with the Institute for the period of 3 Year starting from the bid closing date, if we are in breach of our obligation(s) under the bid conditions, because we:
 - 1 Have withdrawn our bid during the period of bid validity specified in the letter of bid; or
 - 2 Having been notified of the acceptance of our bid by the institute during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the tender conditions.

Yours faithfully, (Signature of the bidder) Printed Name Designation Seal Date: Business Address:

Phone No., Fax No. & e-mail id.

CHAPTER-14 PERFORMANCE SECURITY FORMAT

To,
WHEREAS
AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;
AND WHEREAS we have agreed to give the supplier such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of
We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.
We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until the day of
(Signature of the authorized officer of the Bank)
Name and designation of the officer Seal, name & address of the Bank and address of the Branch