



Ref: IITH/103/MS/Tender/MP/2024, dated. 29 .04.2024

NOTICE INVITING TENDERS

Indian Institute of Technology Hyderabad invites online bids in a two-bid system for **Supply of Highly Skilled, Skilled, Semi-skilled and unskilled Manpower to IITH, Kandi, Sangareddy'** for carrying out various jobs such as nursing, electrical repairs and maintenance, gardening, shifting of equipment/material, providing assistance in various offices, laboratories and class rooms etc.

The Tender Document can be downloaded from <https://eprocure.gov.in/eprocure/app>. OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app>. OR Institute website- <https://iith.ac.in/tenders>.

The bid is to be submitted online only through the E-procurement portal of <https://eprocure.gov.in/eprocure/app>. up to the last date and time of submission of tender.

A. Tender Schedule:

S.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	29.04.2024	17:00 Hrs
2	Bid Submission Start Date	29.04.2024	17:30 Hrs
3	Bid Submission Close Date	20.05.2024	15:00 Hrs
4	Opening of Technical Bids	21.05.2024	15:00 Hrs

B. Pre-Bid Clarifications: The prospective bidders may send their queries to office.admin@iith.ac.in in the following format on or before **06.05.2024**.

Tender page No.	Clause	Query

C. Before filing the bids, the bidders are requested to consider all the amendments/clarifications, if any, issued by this Institute and placed on its website and CPP Portal.

D. Other Important Limits:

1	Tender Processing Fee (Non-refundable)	Rs.1,180/- incl. of GST
2	Earnest Money Deposit (EMD) (refundable without interest)	Rs. 15,00,000/-
3	Bid Validity period	90 days from the date of opening of Price bids
4	Estimated Value of Contract	Rs. 7.5 Cr. Per annum (±20%)

5	Performance Security Value	5% of the Annual contract value.
6	Period of Signing the Contract	Within 7 days

- E. No manual bids will be accepted.** All quotations (both Technical and Financial) should be submitted online through CPP portal of <https://eprocure.gov.in/eprocure/app>.
- F.** 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. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in.

Registrar
IIT Hyderabad

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 enrollment, 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 / e- mail 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 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.
- 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:

- 1) 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 has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) 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.
- 6) 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.
- 7) 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.

- 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:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to office.admin@iith.ac.in .
- 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. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in .

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TENDER SCHEDULE

1. **Tender Form:** The tender document can be downloaded from the Institute's website <https://iith.ac.in/tenders/> and also from CPP Portal. Bids are to be submitted online through CPP portal only.
2. **Scope of Work:** In brief the job function is to be carrying out various jobs such as Nursing, electrical repairs and maintenance, plumbing, carpentry, classroom attenders, gardening, shifting of equipment/material, providing assistance in various offices, laboratories. The detailed scope of work mentioned in the General Terms & Conditions.
3. **Period of Contract:** The contract will be for a period of one year initially with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. **In any case, the contract will not be extended beyond one year.**
4. In case the tender opening date happens to be declared as closed holiday, the tender will be opened on the following working day, without any change in timings.
5. **Bid Validity Period:** The tenders shall be valid for a period of 90 days from the date of opening of price bids.
6. **Visit of the Campus:** Interested bidders are advised to visit the IITH premises on any working day between 10:00Hrs to 17:00Hrs and ascertain the nature and quantum of work before bidding.
7. **Tender Processing Fee:**
 - 7.1. Bidders should transfer non-refundable tender processing fee of **Rs.1,180/- (Rupees One Thousand One Hundred and Eighty only) including GST**, to the following Bank Account and furnish the receipt along with their Bid.

Bank Name: SBI
Bank Account No. : 30412797764
Account Name: Indian Institute of Technology Hyderabad
IFSC Code: SBIN0014182
Branch: IITH Kandi.
 - 7.2. Tender processing fee in any other form will not be accepted as valid.
 - 7.3. Only the firms having valid registration with NSIC/MSME for providing of / Supply of Highly skilled, skilled, Semi- skilled and unskilled Manpower services are exempted from payment of Tender Fee.
8. **Earnest Money Deposit (EMD):**
 - 8.1. Bidders should transfer EMD of **Rs.15,00,000/- (Rupees Fifteen Lakhs only)** to the following Bank Account and furnish the receipt along with their Bid.

Bank Name: SBI
Bank Account No. : 30412797764
Account Name: Indian Institute of Technology Hyderabad
IFSC Code: SBIN0014182
Branch: IITH Kandi.
 - 8.2. EMD in any other form will not be accepted as a valid EMD.

- 8.3. The EMD of the successful bidders will be returned on receipt of Performance Security Deposit.
- 8.4. EMD of the unsuccessful bidders will be returned without any interest after the finalization of the contract.
- 8.5. Only firms having valid registration **with NSIC/MSME for supplying of Highly Skilled/skilled/Semi-skilled/unskilled manpower** are exempted from payment of EMD.

9. Performance Security Deposit: For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit a Security Deposit equivalent to **5% of annual contract value**, which will be free of interest, before 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 or scheduled banks. The security deposit will be forfeited in case of a breach of contract. After successful completion of the contract, the security deposit will be refunded without interest within 60 days after adjusting dues if any to the IITH from the Contractor.

10. Eligibility Criteria:

- 10.1. The tenderer should be a registered contractor/firm/company/co-operative society having a valid license under The Contract Labour Act and should furnish proof of his experience of providing Manpower services in Government/Private Organizations/Public Sector Undertakings/large hospital or any other similar organization of repute.
- 10.2. Bidder should have an average annual turnover of **Rs.7.00 Cr.** during the last three Financial years. A certificate from the Chartered Accounts for bidder's turnover for the last three financial years along with audited balance sheet is to be furnished.
- 10.3. **Experience:** The tenderer should have experience of having executed/completed similar works during the last **5 years commencing on 01.04.2019 and ending on 31.03.2024** preferably in Govt., PSU, R&D organizations, any large Hospitals or educational institution of repute, etc.

The experience should be one of the following:

Three similar completed works during the last 5 years, each costing not less than the amount equal to Rs.3,00,00,000/-, OR

Two similar completed works during the last 5 years, each costing not less than the amount equal to Rs.4,50,00,000/-, OR

One similar completed work during the last 5 years costing not less than the amount equal to Rs.6,00,00,000/-.

Note: i) Experience prior to 01.04.2019 and later than 31.03.2024 will not be considered as experience.

ii) "Similar work" means Supply of Highly Skilled, Skilled, Semi-skilled and Unskilled Manpower for carrying out various jobs viz., Nursing, electrical repairs and maintenance, plumbing, carpentry, gardening, shifting of furniture/equipment, providing assistance in various offices, laboratories, class rooms etc. 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, Number and category of Manpower deployed, date of commencement and date of completion of the work.

iii) Bidder should submit Certificate of Experience and Quality Assessment sheet from their clients. Experience certificate(s) without QAS, and QAS without Experience Certificate(s) will not be considered for evaluation of the tender.

iv) Bidder should produce the Certificate of Experience from the clients on the client's letterheads with signatures, stamps and seals. The certificate should clearly mention the following details:

1	Name of the client and full address
2	Telephone and FAX number of the client
3	Official Email ID of the client
4	Details of work performed
5	Number and type of Manpower supplied
6	Period of work (starting and ending)
7	Value of work completed in Contract for providing Manpower services.
8	Date of issue

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

vi) The certificate of experience should be exclusively for supply of manpower services.

vii) The certificates not clearly specifying the value of the work of providing Manpower services during the period of contract, **WILL NOT BE ACCEPTED.**

viii) Those bidders having experience with IITH during the period 01.01.2019 to 31.12.2023 should mandatorily obtain Experience and QAS certificate from IITH and include the same in their bid, failing which the bid stands disqualified.

10.4. Bidder should have registered PAN and GST numbers.

10.5. The bidder should have a Registered/Branch office at Hyderabad. **The labour license / ESI / EPF registration shall be with this address.** [proof to be enclosed in the technical bid]

10.6. The bidder should have valid Labour License, EPF and ESI registrations.

10.7. The bidder should submit duly signed and stamped tender document in the Technical Bid as a token of acceptance of all the tender terms.

Note: All the copies of mandatory documents submitted by the tenderer should be attested by the Contractor. 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.

11. Bid preparation:

- 11.1. **Part-I (Technical Bid) : should contain Annexure-I, Quality Assessment Sheet, the proof of transferring of Tender Processing Fee, and Earnest Money Deposit (EMD).** The tenders should be accompanied also by copies of the documents stated in **Annexure-I**.
- 11.2. **Part-II (Financial Bid) :** should contain only the price Bid as per **Annexure-III (BoQ)** and **Annexure-IV**. Bidders have to download the BoQ file from CPP portal and fill the required fields and upload the same on portal. Annexure-IV should be supported by the proper estimates/quotations. **Bids without enclosures (Estimates/quotations from suppliers) to Annexure-IV stand automatically disqualified.**
- 11.3. Failure to fulfil any of the conditions given above shall render the tender liable for rejection.

12. Bid Evaluation Process

- 12.1. **Part-I (Technical Bid) :** Only the Technical Bid will be opened and evaluated by the Tender Committee at the time of Technical Bid meeting.
- 12.2. After verification of Part-I (Technical Bid), Part-II (Price bid) of only those tenderers who satisfy all the eligibility criteria laid down in part-I and this notification will be opened. 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.
- 12.3. **Evaluation of tender:** 70% weightage will be assigned to the price bid and 30% weightage will be assigned to 'Quality Assessment'.
- 12.4. **Quality Assessment (QAS):** Proforma has been prescribed [*ANNEXURE-II*] and all the tenderers have to obtain Certificates from the Clients, separately for each of the contracts. Contracts for which Quality Assessment Certificates are not produced by the tenderer; such contracts will not be considered for any purpose. **If no Experience Certificate is produced no marks will be assigned for Quality Assessment.** Maximum possible score of QAS is 50 i.e. 5 mark each for the 10 factors. The arithmetic average of the total marks scored in all the contracts will be worked out and marks will be assigned in proportion to maximum marks.

12.5. Marks for Technical Evaluation:

Description	Marking	Max. Marks
QAS (Average QAS Score)	Average of the QAS of all eligible contracts submitted in support of eligibility	50

Turnover of the bidder in similar works	1 Mark each for each additional 2 Crore of the average annual turnover over and above the minimum required turnover of Rs.7.00 Cr.	20
No. of Contracts	2 marks each for each eligible contract of Supplying Manpower (Highly skilled, Skilled, Semi-skilled & Unskilled Manpower) Services with minimum of 150 Manpower and Rs. 3.00 Cr. Annual turnover.	20
No. of Manpower	1 mark each for every 100 employees engaged over and above 200 employees. Supporting documents: 1.March 2024 EPF ECR and challan is to be enclosed. 2. Experience Certificate to be enclosed duly mentioning the No. of Manpower.	10
Total Technical Score		100

No scores will be awarded without proper supporting documents.

The total Technical Score obtained by the bidder will be normalized to 30 marks. For example, if the total Technical Score of the Bider is 60, Technical score will be $60 \times 30 / 100 = 18$ marks.

12.6. **Marks for price bid:** Price bid carries 70% weightage. The tenderer who quotes the lowest price; (a) subject to compliance with Minimum Wages, ESI and EPF contributions, Bonus; will be given a score of 100 for price bid. The bids that are not compliant with (a) stand automatically disqualified and therefore consideration will be based on Service Charge. The tenderers will be allotted score relative to the score of the lowest tenderer, as below:

$$FS = (100 \times L1) / L$$

Where:

FS = Marks for the price bid.

L1 = Service Charge of the lowest tenderer.

L = the Service Charge quoted by the tenderer under evaluation.

This will be normalized to 70% which is the maximum marks for price bid.

12.7. **Total marks** scored will be marks for price bid and marks for Technical Evaluation, after assignment of weightage.

12.8. In case two or more tenders are equal in marks/monetary terms, work will be awarded to the contractor who has executed more contracts in Centrally Funded Institutes. The decision of the Director, IITH, shall be final in this regard.

13. Reasonability of Service Charge:

13.1. **Uniform, etc.:** For each year, the workers must be provided with [a] two sets of uniform, [b] two pairs of footwear (immediately after commencement of service). Entire expenditure towards [a] and [b] should be borne by the contractor from his service charges.

- 13.2. **Quoting unduly lower rate of Service Charge:** The contractor has to quote service charge that takes care of TDS, expenditure towards items stated in 12.1, expenditure towards identity card, all the statutory charges relating to this contract, etc.; and reasonable margin thereafter. The Institute has responsibilities as Principal Employer and would like to ensure that unduly lower rates of service charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers, etc. thereby affecting the performance of the workers.
 - 13.3. **Details of expenditure vis-à-vis service charges:** With a view to prevent instances briefly stated in 12.2 above, the contractor has to submit details of expenditure in **Annexure-IV** along with documentary evidence like Estimates in support of expenditure, along with the price bid.
 - 13.4. **Decision on reasonability of service charge:** Institute reserves right to take a view on the reasonability of the rate of service charge. The decision of the Institute in this regard shall be final and binding. No representation will be entertained and replied to.
 - 13.5. If the Institute considers that the service charge of the tenderer who has quoted the least rate is not feasible, such tender shall be treated as non-responsive and the quotation with the next higher rate shall be evaluated, and this process will be iterated till a quotation with reasonable service charge is found and the work will be awarded to such tenderer only.
- 14. The Director, IITH reserves the right to:**
- 14.1. Reject any or all the tenders without assigning any reason whatsoever.
 - 14.2. Not bind himself to accept the lowest or any tender; and
 - 14.3. Accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
15. Canvassing in connection with tender/quotation is strictly prohibited.

Registrar
IIT Hyderabad

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 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.
2. In case the tender opening date happens to be declared as a closed holiday, the tenders will be received and opened on the next working day without any change in timings.
3. In case the Contractor fails in fulfilling the obligations fully and in time, the IITH 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.
4. 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 IITH from any claims in this regard.
5. The Contractor will be required to post skilled manpower as may be needed to supervise and guide the workers Highly skilled, skilled, semi-skilled and unskilled for proper execution of the work as per directions of the Officer-in-charge nominated by Director of the Institute to administer the contract.
6. All letters posted to Contractor at the address given by him will be considered to have been delivered in time.
7. 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 whatsoever on the IITH.
8. 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 IITH 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.
9. 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 IITH 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 IITH against all claims in this regard.

10. It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:
 - Employment of Children Act
 - Workmen compensation Act
 - Contract Labour (Regulation & Abolition) Act 1970.
 - Minimum Wages Act
 - Employee Provident Fund Act
 - ESI Act
 - THE INTER-STATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1979
 - Any other act or legislation as may be applicable in force from time to time.
11. The contractor shall comply with all the statutes and will be responsible for any prosecution or liability arising from breach of any of those laws. The IITH will not have any responsibility with regard to staff on the role of the contractor whatsoever.
12. Any liability arising on the IITH 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 money of the contractor. There would be no liabilities towards the workers of the contractor by the IITH.
13. **Modification of specification of work:** The IITH 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.
14. 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 Director of 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.
15. In the event of the contractor failing to execute the work under contract in whole or in part an alternative arrangement will be made by the IITH totally at the cost & risk of contractor besides any suitable fine /penalty.
16. The contractor shall be liable to pay compensation for any loss & damage caused to the property of the IITH or its Staff Members/Students/Visitors by the contractor or his workers.
17. The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff, the contractor will be under an obligation to replace the worker concerned within 24 hours when instructed by IITH authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The IITH will not have any responsibility with regard to staff on the role of the contractor whatsoever.
18. The IITH 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/withdraw the contract.

19. 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 Director, IITH or any other officer nominated by the Director, IITH 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.
20. The personnel of Contractor should observe only 10 (ten) closed holidays in a calendar year irrespective of number of the holidays observed by the Institute. The closed holidays normally cover Republic Day, Independence Day, and Mahatma Gandhi's Birthday. In addition, they will be entitled to one day paid leave for every twenty days of work.
21. The service of the workers is 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.
22. The persons deployed by the contractor should be reliable, trustworthy, alert and efficient.
23. The persons deployed for work should not be involved in any police case or any case should not be pending against them.
24. The persons deployed should not be in possession or under the influence of any Tobacco/ alcoholic products. Any worker found violating of the same shall be immediately replaced by the contractor.
25. A verification report in respect of all the personnel of contractor from the 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 Registrar of the IITH. Any changes should be informed immediately.
26. The contractor shall supply all necessary tools required by his personnel for carrying out work. The repairs and maintenance of tools will be borne by the contractor.
27. The contract personnel shall undergo medical examination at the expense of the contractor to ensure that they are free from any communicable diseases and medical examination certificate to be furnished as and when called for as and when required by the Institute.
28. The personnel engaged by the contractor should have minimum literacy level i.e. a pass in Standard VIII to X to the extent possible.
29. 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.
30. The contractor should not be employee of IITH, or any other central/state Government. He should submit a declaration to this effect.

31. The contractor and his staff will make their own residential arrangement outside the premises of the IITH. No one will be granted permission to stay in the Institute/Hostels during night or during non-functional hours.
32. The contractor shall not lease or sub-contract the whole or any part of the contract to anybody without the prior permission of the Director, IITH.
33. The solid waste collected from the said buildings shall be disposed of in areas assigned by IITH for solid waste disposal.
34. All the workers engaged by the contractor should give their attendance through the designated biometric machines installed in the campus. Apart from this the contractor must maintain daily attendance registers to keep record of the personnel on duty and a record of the work done at IITH.
35. If 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 IITH 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.
36. The Contractor shall provide replacement of personnel, in case of absenteeism, casual/sick leave, etc., so as to ensure full staff at all times. In case of absence/leave by any particular person, the Contractor shall make alternate arrangement immediately (Maximum two hours).
37. That payment on account of enhancement/escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions, service tax only by the appropriate Govt. (Central/State) from time to time shall be payable by the IITH to the contractor. No escalation of percentage of Contractor's Service Charges shall be admissible during the term of the contract.
- 38. Force Majeure :**
In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed here in shall mean, acts of god, war revolt, riots, fire, flood, epidemic, plagues and act and regulations of the Government of India or any of its authorized agencies. Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the performance in whole or in part or in any obligation under this contract is prevented/suspended or delayed by any reason of Force Majeure for a period exceeding 90 days, either party may have its option to terminate the contract without any financial repercussion on either side.
- 39. Jurisdiction:** This Contract including all matters connected therewith, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Sangareddy/ Hyderabad.

B. MODIFICATION OF TERMS AND CONDITIONS:

The IITH with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

C. IITH OBLIGATIONS:

The IITH will not charge any amount from the contractor for water or/and electricity supplied for Manpower services.

D. CONTRACTOR'S OBLIGATIONS:

- a) The contractor shall pay his workers wages not less than the higher of the minimum wages fixed by the Central Govt. or State Govt. and all other statutory dues like EPF, ESI, bonus, etc., throughout the tenure of contract.
- b) In the event of local problems arising while discharging the functions at IITH the contractor will deal with them appropriately and he will not bring IITH on the scene for such matters.**
- c) Identity Cards: The contractor will issue identity cards to his workers/supervisors after getting them verified by the IITH. 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.
- d) Uniforms: Every year, the workers must be provided with two sets of uniform, footwear and other materials for safety and safe handling of chemicals, etc. (as approved by the IITH Authority) by the contractor out of his service charge, within 15 days of engagement of the worker. It will be strictly monitored and penalty will be imposed if any worker is found without uniform.
- e) The workers should maintain personal hygiene and wear prescribed uniform while on duty. They should maintain highest discipline and behave politely with the faculty, staff, students and guests. They should not argue with anyone.
- f) If in the opinion of the IITH 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 immediately within 24 hours of receipt of intimation from the Institute.
- g) Purchase of Uniforms:** The uniforms and footwear shall be purchased on the recommendations of a Committee constituted by the contractor with the members of the staff/supervisors working under this contract.

E. REPORT:

1. The Contractor should deploy his representative/field officer at IITH, whose wages shall not be less than the minimum wages under skilled category. These wages are to be borne by the contractor from their service charges.
2. The contractor or his representative shall daily report to the Management Services Section, IITH to supervise the work under the contract and take instructions every day 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. For Hostel areas the contractor or his representative shall daily report to the Hostel Office to take instructions every day. Daily report will be taken by the Hostel office against the account of work given.

3. The contractor will prepare a schedule of the works to be carried out in the areas of works allotted before commencement of actual works.
4. The contractor or his representative should approach the Management Services Section, if he needs any instructions/help or has any difficulties.
5. The contractor or his representative should all the time be available at work site during the course of his work.

F. SCOPE OF WORK:

1. In brief the job function is to supply qualified and suitable manpower for day to day work in IITH. The persons to be provided should be acceptable and meet the requirements of the Departments concerned. Only such persons as are approved by IITH will be provided. The number of workers may be increased or reduced during the tenure of the contract. IITH 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.
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 contractor shall maintain area-wise maintenance registers. The register should specify the work allotted and completed with date and time duly signed by the Supervisor of the contractor. The registers should be submitted to Administration In-charge/Hostel In-charge for perusal and signature on daily basis.
4. The contractor’s staffs are not allowed to eat in the hostel mess at any point of time.

G. REQUIREMENT OF WORKERS/MAN POWER:

The present requirement of manpower is as follows. The requirement may vary by ±20% during the currency of this tender:

Sl. No.	Description	Number
1	Skilled Supervisor	01
2	Highly Skilled (Staff Nurses)	10
3	Skilled workers: Electricians, Wiremen, Plumbers, AC Technicians, Carpenters, Office Assistants, register Keeper cum Storekeepers and fork lift operator	53
4	Semi-skilled workers	24
5	Unskilled workers: Helpers, Office/ Lab Attendants,	97

TOTAL	185
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The break-up of the total strength of supervisors and workers between male and female are as follow:-

Type of worker	Total strength	Male	Female
Highly skilled	10	4	6
Skilled Supervisor	1	1	0
Skilled workers	53	53	0
Semi-skilled workers	24	23	1
Unskilled workers	97	74	23

Note 1: On holidays, Saturdays and Sundays the deployment will be restricted to the minimum required number.

Note 2: The Number of manpower requirement may increase or decrease during the contract tenure.

H. SUPERVISING - Manpower:

The Supervisor employed by the Contractor shall be responsible to extract work, manage work. The Supervisor shall also be responsible to allocate duties and extract the work from the workers. The Supervisor shall be of a graduate level person having qualified in cosmetic maintenance course, fluent in English and regional language, both writing and spoken. Knowledge of Hindi is preferred.

The Supervisor employed by the Contractor shall be responsible to coordinate, daily attendance, grant of weekly off, discipline, manage work, interaction with the Office-in-Charge for the day to day work.

I. DEPLOYMENT OF WORKERS, SUPERVISION OF WORK, AND PERFORMANCE:

1. Working timings are from 09:00 am to 05:30 pm, with half an hour lunch recess from 01:00 pm to 01:30 pm and wherever required staggered duty/shift duty/night duty for 8 hours shift will be adopted. The service of the workers may be required on all days in a month irrespective of holidays and they should be prepared to work in shifts as may be required.
2. 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. It may please be note that no OTA will be paid by the Institute to any Manpower worker(s).
3. The services of employees of contractor should be made available on all days on six -day week basis irrespective of holidays and Sundays, if required.

J. PENALTY FOR INADEQUATE PERFORMANCE:

Sl. No.	Type of lapse	Penalty in Rupees
1	Worker not in Uniform (per person)	100/- per person per day
2	Wrong attendance record	500/- per day
3	Disobeying the instructions of the concerned office in charge.	200/- per day

4	Shortfall in staff by more than 10% in a day	200/- per person per day
5	Rude and unpleasant behavior of contractor's personnel with Faculty/Staff/Visitor	200/- per person per incident
6	Rowdiness and/or rioting in campus	500/- per person
7	Theft and/or carrying of items unauthorizedly	500/- per person
8	Inaction of supervisor to complaint	100/- per complaint
9	Damage to the Institute property due to negligence	Book value
10	Delay in disbursement of wages to workers within prescribed period i.e.7 th of every month	10,000/- for each day of delay.

Note:

The penalty shall be deducted from the Service Charge of the Contractor from the monthly Bills or from the Security Deposit.

For any act of inadequate performance of contract not specifically stated herein, the person authorized by the Institute will determine the penalty based on the merits of each act after providing an opportunity to the contractor.

In case of Sl.No.3 & 5: the person(s) involved should be adequately warned by the contractor and in case of second occurrence, the person should be discontinued from the workforce of the Institute.

In case of Sl.No.6 : the person(s) involved should be adequately warned by the contractor and in case of second occurrence, the person should be discontinued from the workforce of the Institute.

In case of Sl.No.7: the person in involved in theft and/or carrying item unauthorizedly should be discontinued from the workforce of the Institute.

K. PAYMENT TERMS:

- 1. The Contractor will be responsible for making the payment of wages directly to its workers by 7th of each month from his own sources and subsequently raise the bill for reimbursement which will be verified on the basis of actual amount disbursed and attendance etc. The Contractor shall make payment to the workers by depositing the payment towards the wages in their bank accounts and submit the bank details/ECS statement duly certified by the bank, to the office with the bill for verification.** The bill shall also carry the duly certified copy of EPF and ESI challans for the same month for which the bill has been raised for payment. The claim bill shall be submitted to the Officer-in charge of the Institute for certification for pro-rata payment. The officer on the receipt of the bill will check the work record and there after accordingly certify the bill for payment.
2. All bills should be submitted on printed forms, duly signed and pre-receipted in triplicate.
3. Payment will be made by the Institute to the contractor on monthly basis on submission of bills in triplicate along with the attendance sheets and certificate of satisfactory performance of work from the concerned officer of the IITH. A certificate to the effect that all labour laws including EPF, ESIC payments, etc., are being followed has to be furnished with proof along with the bill for payment.

4. Income Tax and other statutory levies applicable from time to time will be deducted from the bills of the Contractor.
5. The contractor would be required to ensure the payment of its workers by 7th of every month and there should be no linkage between this payment and settlement of the contractor's bill from the IITH.
6. The contractor should arrange to deposit the wages of his workers in to their respective bank accounts preferably through ECS and tender a copy of the ECS statement to the Institute as proof of payment of wages failing which the bill of the current month will not be paid. The contractor shall facilitate his workers in opening bank accounts. Under no circumstances, payment of wages in cash shall be made.
7. No escalation of Contractor's Service Charges shall be admissible during the term of the contract.

L. COMMENCEMENT OF WORK:

The Contractor is required to commence the services of providing Manpower with effect from the date indicated by the Institute. In case it is found that the work has not been taken up from the date as indicated, the IITH at its sole discretion may cancel the work order and the EMD Security Deposit shall be forfeited without any further reference to the Contractor.

M. CANCELLATION/TERMINATION OF CONTRACT:

1. That this contract may be terminated on any of the following contingencies:
 - a. On the expiry of the contract period as stated above.
 - b. By giving three months' notice by IIT Hyderabad on account of:
 - i) Breach by the contractor of any of the terms & conditions of the contract.
 - ii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Institute.
 - iii) On contractor being declared insolvent by Competent Court of Law.
 - iv) By giving three months' notice by the contractor to IITH.
2. Notwithstanding any other provisions in this contract, the IITH 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.
3. 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 IITH shall be forfeited without any claim whatsoever on IITH and the contractor is liable for action as appropriate under the extant laws.

Technical Bid

A. Documents/details to be mandatorily submitted:-

S. No.	Particulars	Fill in the details	Submitted? (Y/N)	Pg. No.
1	Name of Firm/Tenderer/Company (in block letters) <i>[Firm registration certificate to be attached]</i>			
2	Permanent Address & Telephone No.			
3	Full Postal Address, Telephone/Fax No. E-mail:			
4	Details of infrastructure, persons employed, and number of offices/branches available <i>[Attach separate sheet]</i>			
5	Name of the bank, address, account number, IFSC code			
6	PAN No. <i>[copy to be attached]</i>			
7	TAN No. <i>[copy to be attached]</i>			
8	GST No. <i>[copy to be attached]</i>			
9	Valid labour license issued by the State/Central Labour Department under Contract Labour Act duly attested by the Contractor. <i>[copy to be attached]</i>			
10	EPF Registration <i>[copy to be attached]</i>			
11	ESI Registration <i>[copy to be attached]</i>			
12	Professional Tax <i>[copy to be attached]</i>			
13	Tender Processing Fee (Transaction ID and Date) <i>[copy to be attached]</i>			
14	EMD (Transaction ID and Date) <i>[copy to be attached]</i>			
15	Annual turnover during last 3 financial years i.e. FY 20-21, 21-22 and 22-23 <i>[CA certificate to be attached]</i>			
16	Income Tax Returns (for the last three Financial years) FY 20-21, 21-22 and 22-23 <i>[copies to be attached]</i>			
17	EPF and ESI Challan along with ECR copies for the month of March 2024.			
17	Tender document with bidders sign & seal on each page <i>[to be attached]</i>			
18	Declarations at Annexures-V to IX			
19	Integrity Pact [Annexure-X]			
20	Any other relevant information			

I/We certify that the above information is true to the best of my/our knowledge and I/We do not have any relative of the rank of Under Secretary or equivalent working in IITH.

Signature of the Bidder
along with Seal

B. Details of Experience: Bidder should furnish the following data along with supporting documents in support of their eligibility.

Experience during the period **01.04.2019 to 31.03.2024** only (Bidders can add more clients if required):

S.No.	Name and Address of the Client	Official e-mail Id of the Client	Official Phone Number of the Client	Period of Experience	Value of the Contract in Rs.	No. of workers engaged	Experience Certificate Enclosed at Pg. No.	QAS enclosed at Pg. No.
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Important: Only certificates issued by the clients on letterhead with date of issue and containing requisite details will be considered. Copies of work orders, agreements, extension letters and bills will not be considered.

I/We certify that the above information is true to the best of my/our knowledge and I/We do not have any relative of the rank of Under Secretary or equivalent working in IITH.

Signature of the Bidder
along with seal

Date:
Note: Bidders have to fill all the details in **Annexure-I (Part A & B)** (information, submission status and Pg. No.) and furnish the supporting documents **(PREFERABLY IN A SINGLE PDF FILE)**. **The bidders must ensure to fill the page numbers of the supporting documents in Annexure-I (Part A & B).**

QUALITY ASSESSMENT SHEET

(TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE CLIENT)

Important: The marks scored in this will be used in the Technical evaluation of tender.

Name of the Agency: _____

Period of service availed from Agency: _____ to _____

(Please tick \checkmark numerical assessment – 5 being the maximum score)

Sl. No.	Description	1	2	3	4	5	Remarks/ Justification
01	The Agency's response has been prompt and as required by the administration						
02	All the workers were professionally trained.						
03	The agency ensured proper dawning of uniform by workers to protect the image of organization						
04	Supervisors employed by the agency have been competent and ensured proper service by workers						
05	All the workers have been punctual and performed their duties with complete responsibility						
06	There have been no removals/ replacements of workers on the grounds of indiscipline, negligence etc.						
07	Agency has been prompt in taking action against any complaints or suggestions of the management.						
08	All the workers employed have been as per the age prescribed by the organization.						
09	All the workers employed have possessed the required educational qualification as prescribed by the organization						
10	The agency did comply with labour laws by ensuring timely contributions to EPF, ESI etc. and provided salary slips, PF slips, ESI cards etc., to individuals and the confirmation data on the same to organization on a regular basis.						

Signature of Head of Organization, Seal & address

Date:

PRICE BID

Tender Ref. No. IITH/103/MS/Tender/MP/2024, dated 29.04.2024

Minimum Number of workers to be engaged as assessed by IITH carrying out various jobs such as nursing, electrical repairs and maintenance, shifting of equipment/material, providing assistance in various offices, laboratories and classrooms etc.:

Highly skilled (Staff Nurses): 10 (ten), Skilled workers: 54 (Fifty-four), Semi-skilled workers-24 (twenty-four), and Unskilled workers: 97 (Ninety seven).

TO BE FILLED BY THE CONTRACTOR: Please refer to rates pertaining to 'A' Area as contained in Order No.1/7(3)/2023-LS-II dated 01.04.2024 (in building operations) issued by Govt. of India, Ministry of Labour & Employment, Office of the Chief Commissioner ©, New Delhi.

RATE PER PERSON PER MONTH:

Contractor's Service Charge to be mentioned in percentage (%) on total monthly gross wages	_____ %
	In words _____ Percentage

Note:

1. Rate of Basic Wage shall not be less than the rate notified in Memorandum cited above.
2. Contractor's Service Charges should not be less than TDS and should include salary of Field officer, uniform and footwear to be issued to the workmen. **Separate rate or amount should not be quoted for uniform and footwear failing which the tender stands automatically disqualified.**
3. Contractor's Service Charges should be quoted only in percentage failing which the tender stands automatically rejected as invalid.
4. GST will be reimbursed by the Institute after actual payment by the contractor, and on production of documentary evidence.
5. Bidders are advised to go through the OM No. F.6/1/2023-PPD dated 06.01.2023 of Ministry of Finance regarding minimum floor price for minimum wage-based Manpower outsourcing services.
6. A Sample wage calculation sheet is provided at Annexure-XII of this tender document.

BIDDERS HAVE TO DOWNLOAD THE BOQ FILE FROM THE CPP PORTAL AND FIL THE REQUIRED DETAILS AND UPLOAD THE SAME ON THE PORTAL.

Signature of the Tenderer with Seal & Address

Date:

Statement of details of expenditure

Details of Expenditure like uniform, footwear, ID card etc.

[a] Two sets of uniform and [b] two pairs of footwear for all workers :				
Description	Material	Estimated Cost (Rs.)	No. of workers	Total Estimated Cost (Rs.)
Male Supervisors	Cloth for 2 pairs of pants		8	
	Stitching charges for 2 pairs of pants		8	
	Cloth for 2 pairs of shirts		8	
	Stitching charges for 2 pairs of shirts		8	
	2 pairs of footwear		8	
Female Supervisors	Cloth for 2 pairs of sarees		3	
	Cloth for 2 blouses		3	
	Petticoats 2 No's		3	
	Stitching charges for 2 blouses		3	
	2 pairs of Footwear		3	
Life Guard	Cloth for 2 pairs of pants		6	
	Stitching charges for 2 pairs of pants		6	
	Cloth for 2 pairs of shirts		6	
	Stitching charges for 2 pairs of shirts		6	
	2 pairs of footwear		6	
	2 Sets of Swim Suit for Life guards		4	
Male Workers	Cloth for 2 pairs of pants		200	
	Stitching charges for 2 pairs of pants		200	
	Cloth for 2 pairs of shirts		200	
	Stitching charges for 2 pairs of shirts		200	
	2 pairs of footwear		200	
Female Workers	Cloth for 2 pairs of sarees		128	
	Cloth for 2 blouses		128	
	Petticoats 2 No's		128	
	Stitching charges for 2 blouses		128	
	2 pairs of Footwear		128	
Identity Card	ID card		346	
Field Officer Annual Salary			1	
Total Expenditure (Rs.)				

Note: Estimates from suppliers for each of the item must be enclosed with this statement. **Bids without enclosures (Estimates/quotations from suppliers) to Annexure-IV stand automatically disqualified.**

Signature of the Tenderer with Seal and Address

Date:

(on the official letterhead of the bidder)
UNDERTAKING BY CONTRACTOR

I/We hereby certify that:

Full manpower will be engaged on daily basis for the Services sought under this contract on rotation basis (if required) as per given schedule or as per instructions issued by IITH. On holidays, Saturdays and Sundays the deployment will be restricted to fifty percent of the strength.

I/we have made the site visit in order to evaluate their level of services to be rendered and quoted accordingly.

I/We have specified the number of persons to be engaged daily (man-power) to execute all the works as mentioned above at IITH.

I/We agree that the payment will not be made for the work not carried out in any of the areas mentioned.

I/We will provide staff for shifting of furniture and small equipment as and when required by IITH.

I/We agree to pay minimum wages, EPF, ESI, bonus, and other statutory payments on or before 7th day of every month. Further, I/We agree to submit proof of payment of wages i.e. ECS statement, ESI and EPF contributions along with the bill for the current month.

Substitute workers/Supervisor will be made available as and when required. Extra manpower if any called during conference/meetings, shifting of materials from one location to another, etc. will be provided at short notice.

Two sets of Uniforms, Identity Card, and 2 pairs of footwear will be issued to all the workers within 15 days of engagement of workers and it will be replaced as and when required and all the expenditure will be borne by me/us.

Contractor's Signature and seal

Place:

Date:

(on the official letterhead of the bidder)

LETTER OF CONSENT

Date: _____

To
The Director
IIT Hyderabad

Tender Ref. No. IITH/103/MS/Tender/MP/2024, dated 29.04.2024

Name of Work: Providing MANPOWER Services (Supply of Highly skilled, Skilled, Semi-skilled and Unskilled workers) at IITH premises.

Sir,

I/We understand the nature and quantum of work to be carried out. I/we have read the various conditions to 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 90 (Sixty) days from the date fixed for opening the Part II and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/We understand that my/our "Earnest Money Deposit" submitted along with the tender will be liable for forfeiture. The rate quoted 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 of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the IITH, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by IITH.

The full value of the Earnest Money Deposit (EMD) shall stand forfeited without prejudice to any other right to remedies if:-

I /We do not execute the contract documents within 7 (seven) days after getting information from IITH, or

I / We do not commence the work within 15 (fifteen) days after getting information from IITH.

Until a formal agreement is prepared and executed, acceptance of this tender 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.

Signature of Tenderer(s) with Stamp, Address:

NO RELATIONSHIP CERTIFICATE

(to be submitted on letter head of the firm)

1. I/We hereby certify that I/We* am/are* related/not related (*) to any officer of IIT Hyderabad. (If related provide the details of the employee)
2. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.
3. I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

Date:

Authorized Signatory with seal

Name:

Place:

Designation:

Contact No.:

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

I hereby certify that the above firm namely _____ is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I hereby certify that there is no police case/ vigilance enquiry pending against 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.

I hereby Certify that there are no dues towards income tax as on the date of the affidavit against Partners of the firm or sole proprietor or company as the case may be.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

Bid Securing Declaration Form

Date: _____

Tender No. _____

To

The Director,
IIT Hyderabad,
Kandi, Sangareddy-502284

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported with EMD.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)

in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate).

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Hyderabad.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day Of 20.....

BETWEEN

Director, Indian Institute of Technology Hyderabad represented through the Designation of the Officer, IITH, (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
Represented through
.....

(Hereinafter referred to as the (Details of duly authorized signatory) Bidder/Contractor and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender No.....

.....(hereinafter referred to as Tender/Bid) and intends to award, under lai down organizational procedure, contract for.....

.....
hereinafter referred to as the contract.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as Integrity Pact or Pact), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owners employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/ PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/ Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owners absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/ Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/ determine the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/ Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the

Bidder/ Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central /State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holidaylisting of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Sub- contractors/sub-vendors.

2. The Principal/ Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIT HYDERABAD.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head-quarters of the IITH of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of
Principal/ Owner)

..... (For and on behalf of
Bidder/ Contractor)

WITNESSES:

1 (signature, name and address)

2 (signature, name and address)

Place:

Date:

BANK GUARANTEE BOND IN LIEU OF SECURITY DEPOSIT

(To be executed by the State Bank of India or any other scheduled Bank recommended by Reserve Bank of India on non-judicial stamp paper)

To
The Director
IIT Hyderabad
Kandi,
Sangareddy - 502 284.

Dear Sir,

Sub: Your contract award letter no. _____ dated _____ for _____ services” on contract basis at IIT Hyderabad.

1. The Registrar on behalf of Director IIT Hyderabad, have entered into a contract vide Agreement dated _____ with _____ Address: _____
_____ (herein after referred to as the “contractor”) for providing _____ services” on contract basis at IIT Hyderabad (herein after referred to as Principal Employer) for the price and on the terms and conditions as contained in the said contract.
2. In accordance with the terms of said contract you have agreed to exempt the security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said contract, on production of a bank guarantee for Rs. _____ (Rupees _____) Only) being _____% of the total value (Rs. _____) of the said services to be supplied by you.
3. In consideration thereof, we hereby at the request of the contractor, expressly, irrevocably and unconditionally undertake and guarantee to pay on written demand, without demur and without reference to the contractor, an amount not exceeding Rs. _____ (Rupees _____) Only) against any loss or damage caused to or suffered or would be caused to you by reason of any breach by the said contractor of any of the terms and conditions contained in the said contract or by reason of the contractor’s failure to perform the said agreement. Your demand shall be conclusive evidence to us as regards the amount due and payable by the Bank under this guarantee. However, liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance

of the said contract and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ Only) and the guarantee shall remain in force up to and including the _____ day of _____ 20__ being reported to us by you and returned to us duly discharged.

5. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder.
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Sd.....
Bankers
Seal of the Bank

Date:
Place:

Witness:

1.
2.

SAMPLE WAGE CALCULATION SHEET

S.No.	Parameters	Highly Skilled	Unskilled	Semi-Skilled	Skilled
	Revised Wage (per person day)	1140 approx	778	862	948
1	Basic Wage + VDA	29,640	20,228.00	22,412.00	24,648.00
2	Leave Wage		778.00	862.00	948.00
3	EPF @13% on Basic Wage (subject to EPFO minimum wages of Rs. 15,000)	1,950.00	1,950.00	1,950.00	1950
4	ESI @ 3.25% of Sl.No. (1)	--	657.41	--	--
5	Bonus @ 8.33% of Sl.No. (1)	--	1,684.99	--	--
6	Gross (sl.no. 1+2+3+4+5)	31,590	25,298.40	25,224.00	27,546.00
7	Service charges @ _____% on (6)				
8	Total (sl no.6+7)				
9	GST @18% on 8				
10	Per person,Per Month wage (8+9)				
11	Number of personnels	10	54	24	97
12	Wages per month (10 *11)				
13	Total Wages per month (Unskilled + Semi-skilled + Skilled)				