

**TENDER FOR HOUSE KEEPING PART 2 - SUPPLY OF SKILLED, SEMI SKILLED AND
UNSKILLED MANPOWER SERVICES ON CONTRACT BASIS AT
INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD**

No: IITH/103/Admin/Manpower/01/2018

Date: August 27, 2018

NOTICE INVITING TENDERS

1. **Name of the work:** Sealed Tenders are invited by the Director, IIT Hyderabad from experienced registered Contractors/firms/Cooperative Societies having a license under Contract Labour (Regulation and Abolition) Act, 1970 for **'House Keeping Part 2 - Supply of Skilled, Semi-skilled and Unskilled Manpower services on contract basis at IITH'** for carrying out various jobs viz. *electrical, plumbing, carpentry, classroom attenders, guest house maintenance, providing assistance in various offices, laboratories etc.* The Institute presently functions from two locations viz., temporary Campus located in Ordnance Factory Estate at Yeddumailaram and Permanent Campus at Kandi. In due course of time, the activities in the temporary Campus may get shifted to Permanent Campus in one or more phases.

01	Download of tender document	August 27, 2018 - 10:30 hours to September 10, 2018 - 17:00 hours
02	Last date for receipt of tender	September 26, 2018 - 14:30 hours
03	Opening of Part I of the tenders	September 26, 2018 - 15:00 hours

2. **Tender Form:** Tender document will not be issued in person. The tender document may be downloaded from the Institute's website www.iith.ac.in as mentioned above.
3. **Visit of the Campus:** Tenderers are advised to visit the IITH premises and ascertain the nature and quantum of work before tendering.
4. **Last date for receipt:** The tenders are to be submitted in sealed envelopes superscribing the name of the work clearly so as to reach on or before **14:30 hours on September 26, 2018.**
5. **Opening of Part-I of the bid:** Only Part-I (Technical Bid) will be opened at 15:00 hrs on September 26, 2018 in the presence of tenderers or their authorized representatives, who are present.
6. The Tenders received after the due date/time will not be considered under any circumstances, they stand summarily rejected, and they will not be opened.
7. **Details of tender fee, EMD, submission of tender, etc.** are indicated elaborately in the tender document.

8. Opening of Part II of the Bid

- a) After verification of Part-I (Technical Bid), Part -II (price bid) of only those tenderers who satisfy the technical eligibility criteria laid down in part-I of 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.
- b) **Evaluation of tender:** 50% weightage will be assigned to the price bid and 50% weightage will be assigned to 'Quality Assessment'.
- c) **Quality Assessment Sheet (QAS):** The QAS Proforma has been prescribed (as part of Technical Bid of NIT) and the tenderers have to obtain Certificates from the Clients in this format, separately for each of the contracts. Contracts for which Quality Assessment Sheet Certificates are not produced by the tenderer will not be considered for any purpose. **If no Certificate is produced no marks will be assigned for Quality Assessment.**
- d) **Marks for Quality Assessment:** Maximum possible score is 50 i.e. 5 mark each for the 10 factors. 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. For example, if the average marks for a tenderer is 40, score for Quality Assessment will be $40 \times 50 / 50 = 40$ marks.
- e) **Marks for price bid:** At first, the price bid will be evaluated for compliance with statutes like Minimum Wages Act, ESI Act, EPF Act, Bonus Act etc. Only those bids that comply with all the applicable statutes will then be considered for evaluation of reasonability of service charge. The bids that are not compliant with the statutes will stand automatically disqualified. Out of the compliant bids, the tenderer who quotes the lowest service charge will be given a score of 100 for price bid. The other bids 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 50% which is the maximum marks for price bid.

- f) **Total marks scored** will be marks for price bid and marks for Quality Assessment.
- g) **Uniform, etc.:** For each year, each worker must be provided with [a] two sets of uniform, [b] two pairs of chappal for all workers except electricians, plumbers and carpenters, [c] two pairs for shoes for electricians, plumbers and carpenters and [d] materials for safety and safe handling of chemicals etc. Entire expenditure towards [a], [b], [c] and [d] should be borne by the contractor from his service charges.
- h) **Quoting unduly lower rate of Service Charge:** The contractor has to quote service charge that takes care of TDS, expenditure towards items stated in para (g), 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.

- i) **Details of expenditure vis-à-vis service charges:** With a view to prevent instances briefly stated in para (h) above, the contractor has to submit details of expenditure in **Annexure-IV and V** along with documentary evidence like Estimates in support of expenditure, along with the price bid.
- j) **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.
- k) **Evaluation of Price Bid:** The price bid will be evaluated for compliance with statutes like Minimum Wages Act, ESI Act, EPF Act, Bonus Act etc. Only those bids that comply with all the applicable statutes will then be considered for evaluation of reasonability of service charge. 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 other valid quotations 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.
- l) The tenders shall be valid for a period of 90 days from the date of their opening. 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.
- m) In case two or more tenders are equal in marks, work will be awarded to the contractor who has executed contracts of higher values based on the certificate of experience submitted along with tender papers.
- n) **The Director, IITH 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.
- o) Canvassing in connection with tender/quotation is strictly prohibited.
- p) Tender details can be viewed on the website www.iith.ac.in under “Tenders & Notices”

Sd/-
Registrar

INSTRUCTION TO TENDERERS

Failure to comply with any of the conditions laid down herein renders the tender invalid. All the enclosures/documents will have to be submitted along with Part-I or Part-II of the tender. Enclosure/document not submitted along with Part-I or Part-II of the tender will not be accepted.

1. **Submission of tender:** Tender should be submitted in two parts viz., Part-I (Technical Bid) and Part-II (Price Bid).
2. Part-I Technical Bid should contain **Annexure-I, Annexure-II, Quality Assessment Sheet, the Tender Processing Fee and Earnest Money Deposit (EMD).**
3. **Part-II** should contain only the price Bid as per Annexure-IV and Annexure-V
4. **Tender processing fee:** The Tender should be submitted in the prescribed proforma as given in the Annexure-‘I’ of Tender Document with a Demand Draft for Rs.500 (Rupees Five hundred only) drawn in favour of Director, IIT Hyderabad payable at SBI, IITH Kandi - IFSC Code 14182. No other form of remittance of fee will be accepted. Tender not accompanied by processing fee stands automatically rejected.
5. **EMD:** EMD of Rs.8,84,000/- (Rupees eight lakh eighty four thousand only) should be submitted along with the tender. The EMD is to be furnished only in the form of DD/Banker’s cheque from any schedule bank drawn in favour of Director, IITH payable at SBI, IITH Kandi - IFSC Code 14182. EMD in any other form will not be accepted as valid EMD. In respect of the successful bidder, this EMD will be returned on receipt of Security Deposit. EMD submitted by other bidders will be returned after finalization of the contract. Tenders received without valid EMD stand automatically rejected.
6. Tender Processing Fee should be a separate Demand Draft and should not be combined with EMD.
7. Only firms with valid NSIC registration for supplying skilled, semi-skilled and un-skilled manpower are exempted from payment of Tender Fee & EMD. Others are not exempt from payment of Tender Fee & EMD.
8. **Envelopes:** Signed and sealed Part-I and Part-II should be kept in separate sealed covers.
 - a) **Cover 1:** The cover for Part-I should be super scribed as “Tender for House Keeping Part 2 - supply of skilled and unskilled manpower services on contract basis at IITH Part-I (Technical Bid)”
 - b) **Cover 2:** The cover for Part-II should be super-scribed as “Tender for House Keeping Part 2 - supply of skilled and unskilled manpower services on contract basis at IITH Part-II (Price Bid)”.
 - c) **Cover 3:** The cover should contain Tender Processing Fee.
 - d) **Cover 4:** The cover should contain Earnest Money Deposit (EMD).
 - e) All the four covers should be kept in a big single sealed cover super-scribed as “Tender for House Keeping Part 2 - supply of skilled and unskilled manpower services on contract basis at IITH”. Failure to comply with this instruction renders the tender/bid automatically disqualified.

9. **Security Deposit:** For due performance of his/their obligations under the contract, during the validity, the successful tenderer shall have to deposit Rs.44,20,000 (Rupees forty four lakh twenty thousand 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 the breach of contract. After successful completion of the contract, the security deposit will be refunded within 90 days after adjusting dues if any to the IITH from the Contractor.
10. **General terms and conditions:** The tenderer should read the 'General Terms and Conditions' of the IITH annexed hereto and give their acceptance. The tenderer is advised to visit the IITH on any working day between 10:00 hrs and 17:00 hrs to assess the nature and quantum of work before tendering.
11. **Filling tender forms:** The tender should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
12. **Alterations, etc.:** The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left. All the enclosures should be submitted in Cover 1 or Cover 2 as the case may be and no opportunity will be given to submit any document later.
13. **Invalidation of bid:** Failure to fulfil any of the conditions laid down renders the tender invalid.

PART - I (TECHNICAL BID)

Technical Details should be provided in the prescribed format i.e. Annexure-‘I’ which should inter alia contain the following:

1. The tenderer should be a registered contractor having a license under The Contract Labour Act and should furnish the proof of his experience of providing skilled and unskilled manpower service in educational institute of repute, Government, Public Sector Undertakings, or any R&D organisations.
2. The estimated cost of the Tender is Rs.4,42,00,000/- (Rupees four crore forty two lakh only) per annum.
3. Experience: The tenderer should have experience of having executed/ completed similar works during the last 5 years commencing on 01.01.2013 and ending on 31.12.2017 in educational institutions of repute, Govt., PSU, or any R&D organisation. Experience in other institutions will not be considered. 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.1,76,80,000/-, OR
 - Two similar completed works during the last 5 years, each costing not less than the amount equal to Rs.2,21,00,000/-, OR
 - One similar completed work during the last 5 years costing not less than the amount equal to Rs.3,53,60,000/-.

Note: Experience prior to 01.01.2013 and later than 31.12.2017 will not be considered as experience.

4. “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, laboratories, class rooms etc.
5. **Certificate of Experience:** The tenderer must produce certificate of experience from the clients. The certificate should clearly mention the following details:

<i>Sl. No.</i>	<i>Description</i>
1	Name of the client and full address
2	Telephone and FAX number of the client
3	Details of work performed
4	Number and type of labour supplied
5	Period of work (starting and ending)
6	Value of work completed in Contract for supply of labour

Note 1: 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**.

Note 2: The certificate of experience should be **exclusively** for supply of skilled and unskilled manpower.

Note 3: Certificates for work like loading and unloading, labour for house-keeping, operating labour for factory, labour for shop floor, supply of all types of labour, and the like **WILL NOT BE ACCEPTED.**

Note 4: Certificates containing the value of contract work and not clearly specifying the value of the work of supply of manpower completed during the period of contract, **WILL NOT BE ACCEPTED.**

6. **PAN details** of the firm have to be indicated along with a certified copy.
7. **An affidavit, in original:** Duly certified by a Notary that
 - a) 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.
 - b) 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.
 - c) That there are no dues towards income tax as on the date of the affidavit.
8. **Signing and sealing of tenderer:** The entire tender document should be duly signed & sealed by the tenderer.
9. **Annexure-I, Annexure-II (Quality Assessment Sheet), Annexure-III and General Terms & Conditions:** The tenderer shall submit the information sought in the format enclosed as Annexure-'I', Annexure-'II', Quality Assessment Sheet as part of Technical bid along with the General Terms & conditions (duly signed).
10. **EPF and ESIC Registration:** The Tenderer must have EPF and ESIC Registration number as per the rules to contribute to EPF and ESIC.
11. **Attestation of documents by the contractor:** All the copies of mandatory documents, except affidavit mentioned in (7) above, submitted by the tenderer should be attested by the Contractor. The affidavit mentioned in (7) should be attested by a Notary Public. Failure to comply with any of these conditions renders the tender/bid automatically disqualified.
12. **Production of originals for verification:** 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.

PART - II (PRICE-BID)

1. Price bid should be in the format enclosed with tender at Annexure-IV and Annexure-V (Schedule of quantities).
2. Conditional offer will render the tender/bid automatically invalid.
3. The tender should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The tender should be duly signed by the authorized persons.
4. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
5. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
6. Failure to fulfil any of the conditions given above shall render the tender liable for rejection.

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. **Tenure 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. The IITH may renew/extend the contract to such further period (s), as it may deem proper and in any case not exceeding three years from the date of commencement of work, 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.
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 and/or security deposit.
4. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor should meet the claims. 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.
5. 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.
6. 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 & Misc. Provisions Act
 - ESI Act, Payment of Bonus Act
 - Any other act or legislation as may be in force from time to time.
7. 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 what so ever.

8. 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 deposit of the contractor. There would be no liabilities towards the workers of the contractor by the IITH.
9. 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 Director of the IITH.
10. **Modification of specification of work:** 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.
11. 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.
12. 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.
13. 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.
14. 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 IITH authority.
15. 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 the contract.
16. **Resolution of disputes:** 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.
17. All letters posted to Contractor at the address given by him will be considered to have been delivered in time.
18. The contractor should not be employee of IITH, Central or State Government, Autonomous Body, or PSU. He should submit a declaration to this effect.

19. 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 premises including Hostel during night or during non-working hours.
20. 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.
21. The solid waste collected from the said buildings shall be disposed of in areas assigned by IITH for solid waste disposal.
22. The contractor shall be responsible for cleaning as well as security of the fixtures/furniture and office equipment handled by his workers during the course of contract at the time of commencement of the contract.
23. 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 IITH.
24. 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.
25. **Prohibition of leasing or sub-contracting:** The contractor shall not lease or sub-contract the whole or any part of the contract to anybody.
26. That payment on account of enhancement/escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions, any 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.

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. CONTRACTOR'S OBLIGATIONS:

- a) **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.**
- b) **Uniforms:** As specified in para 8(g) of the NIT to his workers as approved by the IITH authority (both male and female) while on duty from out of his service charges. Sufficient number of uniforms would have to be provided so that the worker is always with neat and tidy uniform. This will be strictly monitored and fine may be imposed and deducted from the service charges of the contractor if the worker is found without uniform and/or not being neat and tidy.
- 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. 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 concerned Departments. Only such persons as are approved by concerned Departments 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.

E. MINIMUM LABOUR TO BE PROVIDED:

<i>Sl. No.</i>	<i>Description</i>	<i>Number</i>
1	Skilled Supervisor	01
2	Skilled workers: Electricians, Wiremen, Plumbers, AC Technicians, Carpenters, Office Assistants, Register Keeper cum Store Keepers and Fork Lift Operator	33
3	Semi-Skilled workers	5
4	Unskilled workers: Helpers, Office Attendants, Guest House Attendant, and Groundman and Various Labs. & Offices	105
TOTAL		144

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

<i>Type of worker</i>	<i>Total Strength</i>	<i>Male</i>	<i>Female</i>
Skilled Supervisors	1	1	-
Skilled Workers	33	33	-
Semi Skilled Workers	5	5	-
Unskilled Workers	105	86	19

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

Note 2: The number of labour may increase or decrease during the tenure of the contract.

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

1. Working timings are from 9:00 am to 5:30 pm, with half an hour lunch recess from 1:00 pm to 1:30 p.m. 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. 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 leave for every twenty days of work.
3. The Contractor has to ensure proper attendance and proper weekly off of the personnel deployed. The Contractor shall be fully responsible for providing leave benefits, weekly off, National & Festival holidays etc., to the personnel deployed.
4. 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.
5. 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.
6. The Contractor shall provide replacement of personnel, in case of absenteeism, casual/sick leave, etc., so as to ensure full staff at all time. In case of absence/leave by any particular person, the Contractor shall make alternate arrangement immediately (Maximum two hours) otherwise a penalty which may extend up to wages at double the rates may be deducted per day per person of absence.
7. The personnel engaged by the contractor should have minimum literacy level i.e. a pass in Standard VIII to the extent possible and they should be in the age group of 19 to 50 years.
8. The persons deployed for work should not be involved in any police case relating to moral turpitude. Police verification certificate for the persons deployed for work has to be submitted by the contractor.
9. The Contractor will be required to post skilled manpower as may be needed to supervise and guide the workers skilled as well as 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.
10. **Verification of character and antecedents:** 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 IITH. Any changes should be informed immediately.
11. **Medical Examination:** 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 by the Institute.
12. The Contractor's Supervisor will maintain Daily Attendance Registers to keep record of personnel on duty.
13. Sufficient number of staff shall be posted by the contractor to attend the works and shifting of materials / instruments from one place to other, loading and unloading of materials / instruments from truck with in IITH as and when required in the exigencies of work without any additional payment.

14. The workers should maintain highest discipline and behave politely with the faculty, staff, students and guests. They should not argue with anyone. The persons deployed by the contractor should be reliable, trust worthy, alert and efficient.
15. The workers should maintain personal hygiene and wear prescribed uniform while on duty.
16. 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. In case of any complaint or any unusual behaviour of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute.
17. The contractor's staffs are not allowed to eat in the hostel mess at any point of time.
18. The contractor or his representative shall daily report to the Administrative Section of IITH to take instructions 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. The contractor or his representative should all the time be available at work site during the course of his work.
19. The contractor or his representative should approach the Administrative Section, if he needs any instructions.
20. The Supervisor 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.

G. PENALTY FOR INADEQUATE PERFORMANCE :

Sl.No.	Type of Lapse	Penalty in Rs.
1	Worker not in Uniform (per person)	100/- per person per day
2	Wrong attendance record	500/- per day
3	Disobeying the instructions of concerned office incharge	200/- per day
4	Shortfall in staff by more than 10% in a day	200/- per day
5	Rude and unpleasant behavior of contractor's personnel with Faculty / Staff / Visitor	200/- per person
6	Rowdiness and / or rioting in campus	500/- per person
7	Theft and / or carrying of items unauthorisedly	500/- per person
8	Inaction of supervisor to complaint	100/- per complaint
9	Damage to the Institute property due to negligence	Book Value
10	Wages not disbursed by the contractor by 7 th of each month	10,000/- per day

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, 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.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 involved in theft and / or carrying item unauthorizedly should be discontinued from the workforce of the Institute.

H. PAYMENT CONDITIONS:

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 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 as 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 deposit the wages of his workers in to their respective bank accounts through ECS and tender a copy of the ECS statement certified by the bank to the Institute as proof of payment of wages failing which the bill of the current month will not be paid.
7. The contractor shall facilitate his workers in opening bank accounts. Under no circumstances, payment of wages in cash shall be made.
8. **Payment of wages:** The contractor shall pay his workers' wages not less than the applicable minimum wages and all other statutory dues like EPF, ESI, bonus, etc., throughout the tenure of contract.

9. That payment on account of enhancement/escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions, and service tax, if any, levied by the appropriate Govt. (Central/State) from time to time shall be payable by the IITH to the contractor.
10. No escalation of Contractor's Service Charges shall be admissible during the term of the contract.

G. COMMENCEMENT OF WORK:

The Contractor is required to start the work of supply of manpower with effect from the date of commencement of work stated in the letter of award of work. In case it is found that the work has not been taken up from the above date, 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.

H. CANCELLATION OF CONTRACT:

1. 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.
2. **Document(s) not being genuine:** In case any document(s) produced in support of eligibility criteria or any other document(s) turns out to be not genuine:
 - [a] **Before award of work:** The work will not be awarded, EMD shall stand automatically forfeited, and the tenderer will be liable for any further action as may be deemed appropriate by IITH; or
 - [b] **After award of work:** The award of work will be cancelled, Security Deposit shall stand automatically forfeited, and the contractor will be liable for any other action as may be deemed appropriate by IITH.

TECHNICAL BID

[Information should be submitted in this format on the letterhead of the tenderer, all the annexures should be numbered, and also page number should be prominently written on each page]

A. Documents/details to be mandatorily submitted:-

<i>Sl. No.</i>	<i>Particulars</i>	<i>Details</i>	<i>Annexure No.</i>	<i>Page No.</i>
1	Name of registered contractor/Firm/Company/Co-operative Society (with Proof)		A	
2	Permanent Address & Telephone No.		-	-
3	Full Postal Address, Telephone/Fax No. E-mail:		-	-
4	EMD Details			
5	Details of infrastructure (Provide details in Part-'D' of Annexure-I).		B	
6	Proof of Annual turnover (Approximate)		C	
7	Details of Name of the bank, address, account number, IFSC code of the tenderer		D	
8	An affidavit in original duly certified by a Notary regarding the following: a) That the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm. b) 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. c) That there is no due towards income tax as on the date of the affidavit		E	
9	Copies of Income Tax Return (last three years)		F	
10	Photo copy of PAN		G	
11	Photo copy of GST / Service Tax Registration Certificate		H	
12	Photo copy of Professional Tax Registration		I	
13	Photo copy of a valid License issued by the State/Central Labour Department under Contract Labour Act		J	
14	Photo copy of ESIC Registration Certificate		K	
15	Photo copy of EPF Registration certificate		L	
16	Any other relevant information		M	

Note : None of the columns / tables should be left unfilled. If any of the columns / tables are not applicable, please mention N/A in Page No. column.

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 and Seal of the Tenderer

B. Details of Experience - attach separate experience certificate for each client:

Relevant Experience during the period 01.01.2013 to 31.12.2017 only:

Sl. No.	Name of the client	Experience period in Years & Months	Annexure No.	Page No.
1			N	
2			O	
3			P	
4			Q	
5			R	

If further details are furnished, the serial numbering may be continued as 6, 7 etc.

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

C. The successful Tenderer has to submit the following documents before award of work:

1	Proof of Financial Capacity from his bankers/Chartered Accountant
2	Audited balance sheet and Profit/Loss A/c for 2012-13, 2013-14, 2014-15, 2015-16, 2016-17

D. Details of Infrastructure

[Information should be submitted in this format on the letterhead of the tenderer]

<i>Sl. No.</i>	<i>Description</i>	<i>Details</i>
1	Address of the Head/Registered Office	
2	Address of branch office(s), if any	

E. Details of personnel available in head office and branch office(s):

<i>Name</i>	<i>Designation</i>	<i>Duties Assigned</i>

F. List of safety equipments available:

<i>Name of the equipment</i>	<i>Year of Purchase</i>	<i>Price paid</i>

G. List of clients other than those mentioned in Part-‘B’ of Annexure-I (no certificate required):

<i>Name and address of the client</i>	<i>Year of work done</i>	<i>Duration of work Years & Months</i>

Signature of Tenderer, Seal & address

Date:

QUALITY ASSESSMENT SHEET

(To be submitted with technical bid)

Important: This carries 50% marks and the marks scored in this will be used for evaluation of tender.

Name of the Agency: _____

Period of service availed from Agency: _____ to _____

(Please tick 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 organisation						
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 organisation						
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 Organisation, Seal & address

Date:

**Technical Bid
(Checklist)****To be filled by the Tenderer****Important: Please read the Notice Inviting Tender before filling this.**

Sl.	Details	Furnished/Attached
01	License Number and other details.	Yes / No
02	EPF Registration Certificate	Yes / No
03	ESIC Registration Certificate	Yes / No
04	GSTIN Registration Certificate	Yes / No
04	Income Tax Return for last three years	Yes / No
05	Experience Certificates	Yes / No
06	List of organizations where presently engaged	Yes / No
07	List of organizations where similar works have Been carried out in the past	Yes / No
08	Quality Assessment Certificates (Proforma enclosed as Annexure - II)	Yes / No

Signature of the tenderer
with name and rubber stamp

PART - II**PRICE BID**

Minimum Number of workers to be engaged as assessed by IITH for supply of skilled and unskilled manpower:

Skilled Supervisor: 01, Skilled workers: 33, Semi-skilled workers: 05 and unskilled workers: 105.

TO BE FILLED BY THE CONTRACTOR: Please refer to rates pertaining to 'A' Area as contained in Notification No. F.No.1/10(3)/2018-LS-II dated 03.04.2018 w.e.f. 01.04.2018 (in building operations) issued by Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (Central), New Delhi.

RATE PER PERSON PER MONTH:

Sl.No.	Component of Wage	Skilled Supervisor /Skilled Workers	Semi-Skilled Worker	Unskilled Worker
1	Basic Wage			
2	EPF @ 13% (including of 12% EPF employer's contribution, Admin. Charges of 0.50%, EDLI of 0.5%) of Sl.No. (1) Subject to maximum basic wage of Rs.15,000/- p.m.			
3	ESI @ 4.75% of Sl.No. (1)			
4	Bonus @ 8.33% of Sl.No. (1) As per the Gazette notification dated 01-01-2016 by the Ministry of Law and Justice by The Payment of Bonus (Amendment) Act, 2015 (No. 6 of 2016).			
5	Gross (Sl.No.1+2+3+4)			
6	Contractor's Service charges - (% of Sl.No. 5)			

Note:

1. Month means 26 days.
2. Rate of Basic Wage shall not be less than the rate notified in Memorandum cited above.
3. Contractor's Service Charges at Sl.No.6 should take care of TDS and should include uniform and footwear, ID cards etc 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.**
4. Contractor's Service Charges at Sl.No.6 should be quoted only in percentage failing which the tender stands automatically rejected as invalid.

GST Tax will be reimbursed by IITH after actual payment by the contractor and on production of documentary evidence.

Signature of the Tenderer with Seal &Address

Date:

**PART - II
PRICE BID****Statement of details of expenditure****[To be submitted in the letterhead of the tenderer along with the price bid]**

Details of Expenditure like uniform, footwear, ID card and materials for safety and safe handling of chemicals etc.

[a] Two sets of uniform, [b] Two pairs of chappal for all workers except electricians, plumbers and carpenters:				
<i>Description</i>	<i>Material</i>	<i>Estimated Cost (Rs.)</i>	<i>No. of workers</i>	<i>Total Estimated Cost (Rs.)</i>
Male Supervisor	Cloth for 2 pairs of pants			
	Stitching charges for 2 pairs of pants			
	Cloth for 2 pairs of shirts			
	Stitching charges for 2 pairs of shirts			
	2 pairs of footwear			
Male Workers	Cloth for 2 pairs of pants			
	Stitching charges for 2 pairs of pants			
	Cloth for 2 pairs of shirts			
	Stitching charges for 2 pairs of shirts			
	2 pairs of chappal except for electricians, plumbers and carpenters			
Female Workers	Cloth for 2 pairs of sarees			
	Cloth for 2 blouses			
	Stitching charges for 2 blouses			
	2 pairs of chappal			
[c] Two pairs of shoes for all electricians, plumbers, carpenters and unskilled workers associated with them :				
Workers : 35	Two pairs of shoes			

[d] Identity Card (ID card)

<i>No. of workers</i>	<i>Estimated cost per ID card (Rs.)</i>	<i>Total cost for ID card (Rs.)</i>

[e] Materials for safety and safe handling of chemicals etc. (provide details)

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Note: Estimates from suppliers for each of the item in [a], [b], [c], [d] and [e] has to be enclosed with this statement. **Quotations without enclosures to Annexure-V stand automatically disqualified.**

Signature of the Tenderer with Seal and Address

Date:

LETTER OF ACCEPTANCE

I/We have read the Tender conditions including the General Terms and Conditions of the contract given in the tender document. I/We agree to abide by the same.

Contractor's Seal & Signature

Date:

Address for Correspondence:

UNDERTAKING BY THE CONTRACTOR

1. I/We have made the site visit in order to evaluate the work to be performed, have clearly understood the work to be performed and have quoted accordingly.
2. I/We agree that, **under no circumstances, payment of wages in cash shall be made by me/us.**
3. I/We have read the Tender conditions including the General Terms and Conditions of the contract given in the tender document. I/We agree to abide by the same.
4. I/We will provide - [a] staff for shifting of furniture and small equipments as and when required by IITH, [b] substitute workers/Supervisor as and when required, and [c] extra manpower if any called during conference/meetings etc. on 24 hours' notice.
5. I/We agree that the payment will not be made for the work not carried out in accordance with the contract.
6. I/We agree to pay minimum wages, EPF, ESI, bonus and other statutory payments on or before 7th day of every calendar 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.
7. I/We agree to keep this tender open for acceptance for a period of 90 (Ninety) days from the date fixed for opening the Part 1 and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted.
8. I/We understand that my/our "Earnest Money Deposit" submitted along with the tender will be liable for forfeiture.
9. 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.
10. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if [a] I/We do not execute the contract documents within 7 (seven) days after getting information from IITH, or [b] I/We do not commence the work within 15 (fifteen) days after getting information from IITH.
11. 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 IITH.

Signature of Tenderer(s) with Stamp, Address

Place:

Date:

Note: The formats for Technical bids Annexure-I, Annexure-II (Quality Assessment sheet), Annexure-III, Annexure-IV and Annexure-V for price bid have been made available for the convenience of tenderers in word format respectively through a link along with the tender. The formats may also be downloaded. No change should be made by the tenderers except filling-up details. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.