TENDER ENQUIRY DOCUMENT

Tender for “Contracting of External Agency for Outsourcing of Manpower (Scientific/Technical/ non-technical/ Non-Teaching) through Quality & Cost Based Selection (QCBS)”

FOR & ON BEHALF OF
SRIC IIT KHARAGPUR

ON E-TENDER BASIS

Tender No. IIT/SRIC/DEAN (R&D)/2022-23/Service-01
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SECTION-1
TENDER ENQUIRY NOTICE

No. IIT/SRIC/DEAN (R&D)/2022-23/Service-01 Date: 10/11/2022

Indian Institute of Technology Kharagpur set up by the Act of parliament called “The Institutes of Technology Act 1961” and it is declared as Institutions of National Importance and Institutions of Eminence. Sponsored Research and Industrial Consultancy (SRIC) is a Research and Industrial Consultancy cell of Indian Institute of Technology Kharagpur. On behalf of Sponsored Research and Industrial Consultancy, INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (SRIC, IIT KGP) e-tender are invited from domestic service provider, having registered office in India and who fulfil the criteria mentioned in the tender documents for Contracting of External Agency for Outsourcing of Manpower (Scientific/Technical/ non-technical/ Non-Teaching) through Quality & Cost Based Selection (QCBS). The list of Services provided and Details of Work to be done are given in Section V.

Complete Tender Documents can be downloaded from the website “https://eprocure.gov.in/eprocure/app” from 10th November, 2022 to 5th December, 2022 up to 12:00 HRS. IIT KGP -SRIC shall open the Technical Bids Electronically on the specified date and time at SRIC IIT KGP.

Interested eligible all domestic service provider having registered office in India may submit their bids online at https://eprocure.gov.in/eprocure/app in Two-Bids system (i.e. Technical Bid and Price Bid) in prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender Documents. Tenders sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

The Earnest Money (EMD) of Rs. 16,00,000/- (Rupees sixteen lakhs only) shall be deposited in the form of D.D*/Pay Order*/Insurance Surety bonds/Fixed Deposit Receipt*/Bank Guarantee /Banker’s Cheque from any of the commercial bank or payment online (RTGS/NEFT) in an acceptable form.

Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

The Competent Authority at IITKGP-SRIC reserves right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.

IITKGP-SRIC reserves the right to accept either in full or in part any tender and to reject any or all offers without assigning any reason thereof.

Dated: 10/11/2022

Dean (R&D)
Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

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<th>Sl. No.</th>
<th>Information</th>
<th>Details</th>
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<tr>
<td>01.</td>
<td>Tender Number and Date</td>
<td>No.: IIT/SRIC/DEAN (R&amp;D)/2022-23/Service-01</td>
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<td></td>
<td></td>
<td>Date: 10/11/2022</td>
</tr>
<tr>
<td>02.</td>
<td>Last date for submission of written queries for clarifications to the email id:</td>
<td>15/11/2022</td>
</tr>
<tr>
<td>03.</td>
<td>Date of Release of response to clarifications on <a href="http://www.iitkgp.ac.in">www.iitkgp.ac.in</a></td>
<td>10/11/2022</td>
</tr>
<tr>
<td>04.</td>
<td>Last date for submission of Tender (Online only)</td>
<td>05/12/2022 (12.00 HRS)</td>
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<tr>
<td>05.</td>
<td>Pre-bid Meeting</td>
<td>25/11/2022 at 16.00 HRS at SRIC Conference Room</td>
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<td>06.</td>
<td>Contact details</td>
<td>Joint Registrar (SRIC)/ Deputy Registrar (SRIC)</td>
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<td></td>
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<td>INDIAN INSTITUTE OF TECHNOLOGY</td>
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<td>KHARAGPUR</td>
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<td>PO: KHARAGPUR, DIST: MEDINIPUR (WEST)</td>
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<td></td>
<td>WEST BENGAL, INDIA - 721302</td>
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<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:sricoffice@sric.iitkgp.ac.in">sricoffice@sric.iitkgp.ac.in</a></td>
</tr>
<tr>
<td>07.</td>
<td>The date and time for opening of Technical Bid</td>
<td>06/12/2022 (12:00 HRS)</td>
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SECTION-1B
ELIGIBILITY CRITERIA AND OTHERS

1. ELIGIBILITY CRITERIA

1.1. Eligibility criteria for pre-qualification (documentary evidence to be furnished):

(i) The Manpower Agency must be registered as a company for providing manpower services under The Companies Act 1956 or subsequent amendments of the act.

(ii) The Manpower Agency must possess a valid Labour License issued by the Labour Commissioner.

(iii) The Manpower Agency must have registered with EPFO, ESI & GST (*should have West Bengal registration for ESIC & EPFO) authorities and also should have PAN/TAN No. and GST Registration Number. The copy of the certificate shall be attached.

(iv) The Manpower Agency should be in the manpower business for at least 10 years and providing manpower to some Govt. / Semi Govt. Organizations /Public Sector undertakings (enclose clients satisfaction certificate from at least three government organizations).

(v) The average Annual Turnover of the Manpower Agency should not be less than 5 (five) Crores during the last three financial years from FY 2019-20 to FY 2021 – 22.

(vi) ESIC Registration No. (attach attested copy) (Should be West Bengal ESIC Registration only)

(vii) Registration No. under Shops & Commercial Establishment Act (copy to be enclosed)

(viii) List of Government / Semi-Government / Govt. of India Undertaking / Autonomous Body for which similar services such as providing technical/ non-technical/ scientific staff/ non-teaching staff are provided along with duration of service along with relevant documents.

(ix) Minimum number of employees working for the bidder shall be 100 as on the last date of submission of bid.

(x) Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.
Applicant must have a positive profit before tax (PBT) in FY 2021–2022. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application.

1.2. The documentary evidence to this effect would be:

1.2.1. Copies of work orders and completion certificates along with other supporting document(s), if required, issued by the client containing at least following specific details of each of the assignments:

- Nature & scope of work;
- Completion date of the work

1.2.2. In case experience of any previous entity (which has been acquired by or merged with the Bidder) is claimed, supporting documents establishing the relationship between the previous entity and the Bidder should be submitted.

2. Power of Attorney (PoA):

The Bidder shall submit “Power of Attorney (PoA)” in accordance with the format at ANNEXURE – A1: Form 10 of Section 7. The PoA should be approved through a Board resolution or resolution of the governing body of the registered legal entity duly countersigned by the Company Secretary or authorized signatory of the entity as applicable, authorizing the official to issue the PoA in favour of the person concerned to submit the Bid. In case of a partnership firm the PoA should be executed by the partners or the partner who has been authorized by the partnership deed.

3. Preparation of Bids

Bidder should take into account any corrigendum published in the CPP Portal and Institute website from time to time on the tender document before submitting their bids.

4. Submission of Bid

4.1 Tender Documents may be downloaded from Central Public Procurement Portal http://eprocure.gov.in/eprocure/app. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website http://eprocure.gov.in/eprocure/app. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at ‘Instructions for online Bid Submission’.
4.2 Help for Service Providers, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal. [https://eprocure.gov.in/eprocure/app]

4.3 It is mandatory for all the bidders to have a valid Class-II/Class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-Procurement of IIT Kharagpur.

4.4 It is mandatory for the bidders to get their firm/company registered with e-procurement portal https://eprocure.gov.in/eprocure/app to have user ID & password.

4.5 Bidder should log into the site well in advance for bid submission so that he/she 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.

4.6 Bidders may download and refer the “Instructions for Online Bid Submission” from (https://eprocure.gov.in/eprocure/app;jsessionid=A8B54EEC72D86DF9AA9D9B2DADCDAB8D.eprocgep4?page=BiddersManualKit&service=page).

4.7 The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online shall be opened as per NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in “Technical Bid”.

4.8 Bill of Quantities with rates duly filled in are to be submitted in the format provided online in the name of “Financial Bid”.

4.9 Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal https://eprocure.gov.in/eprocure/app (“Server System Clock Time”) shall be final and binding on the bidder. E-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

4.10 The bidders are advised to submit their e-bids well before the e-bid due date. IIT Kharagpur shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.

4.11 The Technical and Financial Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted “on-line” only. The authorized signatory of the bidder must be in
A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. 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.

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.

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.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids, 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.

Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

5. BID FORM
The bidder shall submit the bid form in their own Stationery and by using only prescribed format. Use of any other format, the bid may be liable for rejection.

6. BID OPENING AND EVALUATION

6.1 OPENING OF BIDS BY IIT KGP-SRIC
IIT KGP -SRIC shall open the Technical Bids Electronically on the specified date and time at IIT KHARAGPUR (SRIC).
6.2 The date fixed for opening of bids if subsequently declared as holiday by IIT KGP-SRIC the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

6.3 The financial bid will be opened only for bidders declared eligible and selected after techno-commercial evaluation. The financial bid will be opened on a date fixed after evaluation of techno-commercial bids and will be intimated to all eligible bidders in advance.

7. CRITERIA FOR EVALUATION

7.1 Evaluation of Technical Proposals:

7.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of technical criteria as mentioned in Clause 7.1.2. The Applicant with highest marks (TM) will be given a Technical Score (ST) of 100 points. The Technical Scores of other Applicants will be computed as follows: STx = 100 x Tx/TM.

Tx = Technical marks scored as per below mentioned Technical Evaluation criteria to evaluate particular agency that is STx) (STx - The agency whose score is being evaluated.).

7.1.2 The scoring criteria to be used for evaluation of Technical Proposal shall be as follows: Supporting documentation/proof /annexures to be compulsorily attached.
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<th>Sl.No.</th>
<th>Parameter</th>
<th>Marks</th>
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<tr>
<td>01</td>
<td>Average Annual Turnover of the Bidder from the last three financial years</td>
<td>15</td>
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<td>Min Turnover as per Prequalification Criteria and above but below 10 Crores– 5 marks</td>
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<td>10 Cr and above but below -50 Crores – 10 marks</td>
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<td>50 crores &amp; above – 15 mark</td>
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<td>02</td>
<td>Number of employees working for the bidder</td>
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<td>100- less than 250 - 5 Marks</td>
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<td>250- less than 500 - 10 Marks</td>
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<td>500 and above - 20 Marks</td>
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<td>03</td>
<td>Number of branch offices in the country</td>
<td>10</td>
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<td>Up to 2 states – 2 Marks</td>
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<td>3-5 states – 5 Marks</td>
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<td>6-15 States- 7 Marks</td>
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<td>&gt;15 states and above – 10 Marks</td>
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<td>04</td>
<td>Worth of solvency of the Agency</td>
<td>10</td>
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<td>240 lakhs – Less than 400 lakhs – 2 Marks</td>
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<td>400 Lakhs- Less than 1000 lakhs- 5 Marks</td>
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<td>More than 1000 Lakhs - 10 Marks</td>
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<td>04</td>
<td>ISO Certification</td>
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<td>&gt;5 continuous years – 5 Marks</td>
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<td>&gt;10 continuous years – 10 Marks</td>
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<tr>
<td>05</td>
<td>Experience of Govt. Departments and PSUs</td>
<td>10</td>
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<td>&gt;5 PSUs / Govt. Organization - 10 marks</td>
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<td>&gt;=2 -4 PSUs / Govt. Organization - 6 marks</td>
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<td>1PSU / Govt. Organization - 3 marks</td>
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<td>06</td>
<td>Experience of Providing Executives / Scientific staff/ Technical Project Staff to Govt./PSU/ Central University/ IITs/ NITs</td>
<td>10</td>
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<td>Upto 15 employees – 5 Marks</td>
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<td>15 – 50 employees - 7 Marks</td>
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<td>More than 50 Employees- 10 Marks</td>
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Approach and Methodology (Presentation- date will be notified)

i) Suitability of Solution relative to Scope of Work (4 marks)
   Proposed concept and solution for SRIC Office of IIT Kharagpur including approach on team operations needed to meet contractual demand of SRIC Office of IIT Kharagpur
   - Capability to meet business requirements and objectives of SRIC Office of IIT Kharagpur
   - Adequacy of proposed vendor physical infrastructure to be deployed
   - Applicant’s understanding of scope of work for SRIC
   - Psychometric instrument – relevance, validity and reliability

(ii) Information technology (5 marks)
   Capability to provide an IT Dashboard for centralized monitoring providing a real time view of: - Contractual manpower deployed - Wages of manpower along with attendance - Other specialized metrics

(iii) Project Planning (6 marks)
   - Detailed plan of action on fulfilling of demand for each role
   - Detailed break-down of team and Points of contract
   - Plan for resource allocation

Total 100

At time of Award, the Authority may seek additional documentation from the Selected Applicant and verify all certifications provided by the Selected Applicant in Clause 3.1.2
7.2 Short-listing of Applicants

Applicants with minimum overall technical score of 70 out of 100 after technical evaluation shall be considered for financial evaluation in the second stage.

7.3 Evaluation of Financial Proposal

7.3.1 In the second stage, the financial evaluation will be carried out wherein each Financial Proposal will be assigned a financial score (SF) as specified in Clause 7.3.2.

7.3.2 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Service Provider to be compensated and the liability to fulfil its obligations within the total quoted price, shall be that of the Service Provider. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores will be computed as follows:

\[
SF (y) = 100 \times \frac{FM}{F(y)}
\]

SF(y) = Financial Score of Bidder

FM = Quoted Percentage of Financial Proposal by Lowest bidder

F(y) = Quoted Percentage of Financial Proposal by Bidder

Note:

(i) Bids with NIL/BLANK/N.A./ZERO/Negative percentage quoted in Financial proposal will be rejected out rightly without giving any reason whatsoever.

(ii) The Financial bid for service charges shall be in percentage and upto two figures after decimal. (e.g. ab.cd%)

(iii) Zero Service Charges/ Administrative Charges quoted by the bidder necessarily has to be over and above Zero percent. Further zero percent included all derivatives of zero upto 0.9999 and thereof. Bid quoted violating of the above shall be treated as unresponsive and will not be considered.

The Selected Applicant shall be the Applicant having the highest combined score., Applicants with highest combined score shall be selected.

In case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in the tender, the second highest Applicant may be invited in its discretion for negotiations to match with the financial quote of selected applicant. In case, the financial quote of second highest applicant happens to be less than the selected applicant, than the quote of lower of the two shall be considered for award of work.
7.3.3. In case of identical combined score of more than one bidders, the following rule shall be adopted to break the tie and to declare the l1 bidder for awarding Contract. The preference will be given to the bidder who derives the maximum value after applying the following criterion.

The product of average turnover of last three (3) years and years of proven services

[Example: Let average turnover of last 3 years is ‘A’ and years of proven services is ‘B’
Hence the product is equal to ‘A X B’]

Note: The rule for breaking the tie is full and final and all bidders who have technically qualified are bound to abide by the above stated rule for breaking the tie.

8. MODIFICATION AND WITHDRAWAL OF BID

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the Bidder may modify and resubmit the bid online as many times as they may wish. Bidders may withdraw their bids online within the Bid Submission End date. However, if the Bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the Bid Submission End date, the Bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/ Letter of Acceptance (LOA) with the following provisions of penal action:

9. The Mode of Withdrawal

9.1 Online Withdrawal of Bids:

(i) The system of online withdrawal is available on the portal up to Bid Submission End Date, where any Bidder can withdraw their bid which will attract no penal action.

(ii) The system of online withdrawal beyond Bid Submission End Date and till award of contract is not available. The Bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

9.2 Offline Withdrawal of Bids

(i) A partner of Bidder (in case of Joint Venture and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of their offer (or express his disassociation from the bidder organization).

(ii) Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.
1. **SCOPE OF BIDDER**

On behalf of Sponsored Research and Industrial Consultancy, INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (SRIC, IIT KGP) e-tender are invited from domestic service provider, having registered office in India and who fulfil the criteria mentioned in the tender documents for Contracting of External Agency for Outsourcing of Manpower (Scientific/ Technical/ non-technical/ Non-Teaching) through Quality & Cost Based Selection (QCBS).

The Manpower Agency selected will be required to sign a one year contract/agreement including IP clause with the SRIC Office of IIT Kharagpur for providing contractual manpower on deputation. The contract may be renewed upto the period of 5(Five) years on yearly basis, subject to the satisfactory performance for each year. The percentage of service charges payable shall remain constant during the contract period.

2. **ELIGIBLE BIDDERS**

2.1 The Bidder shall be eligible to participate only if they fulfil the qualifying/eligibility criteria specified in e-Tender Notice.

2.2 The Bidders shall have Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root certificate of CCA.

2.3 The Bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of TE, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible Bidder.

2.4 No sub-letting of the work by the Consultant is permissible.

2.5 Solvency Certificate: The applicant should furnish solvency certificate at least for an amount of Rs 240 lakhs issued by the applicant’s bankers

3. **ONE BID PER BIDDER**

Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified. Alternative proposals will not also be considered.

4. **COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
5. BID DOCUMENTS

5.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder’s risk and shall result in rejection of the bid.

6. CLARIFICATION ON BIDDING DOCUMENTS

A prospective Bidder requiring any interpretation or clarification of bidding documents may seek clarification through email id sricoffice@sric.iitkgp.ac.in by 15th November 2022. The dates for seeking clarifications will be as specified online. SRIC, IIT KARAGPUR will clarify as far as possible only relevant queries. The clarifications given by SRIC IIT Kharagpur will be visible to all the Bidders intending to participate in Bid.

7. PRE-BID MEETING:

The pre-bid meeting will be held on 25th November 2022 at SRIC Conference Room at 16:00 hours. The interested prospective bidder may attend the said meeting through online on their prior request by providing email id and name of the authorized representative on or before 22nd November 2022, so that online link shall be shared with the said representative only.

8. AMENDMENT OF BIDDING DOCUMENTS:

8.1 Before the deadline for submission of Bids, SRIC-IIT Kharagpur may modify the Bidding Documents by issuing addenda. Any addendum thus issued shall be a part of the Bidding Document and shall be displayed on the website. The Bidder shall upload the same during bid submission.

8.2 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, SRIC IIT Kharagpur shall extend, as necessary, the deadline for submission of Bids.

9. LANGUAGE OF BID

All documents relating to the Bid shall be in the English language. In case any printed literature furnished by the Bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall govern, if any certificate/work order/agreement is submitted in any language other than English language, the translation copy of the same in English to be furnished next to the certificate/work order/agreement and an affidavit on non-Judicial stamp paper duly notarised in this respect to be submitted as to representation of the original.
10. BID PRICES
10.1 The Bidder shall closely study in detail the scope of services and quote their percentage of service charges.
10.2 The percentage or administrative charges include all the costs associated with the assignment shall be included in the Financial Proposal. The total percentage indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
10.3 All payments by SRIC office of IIT Kharagpur shall be subject to applicable Indian Laws including TDS as per Income Tax Act, and Double Taxation Avoidance Agreement (DTAA) Treaty, if any.

11. BID VALIDITY
11.1 Bid shall remain valid for a period not less than 120 (One Hundred Twenty) days after the end date of bid submission. A Bid valid for a shorter period shall be rejected by SRIC, IIT Kharagpur.
11.2 In exceptional circumstances, prior to expiry of the original time limit, SRIC IIT Kharagpur may request that the Bidder extend the period of validity for a specified additional period. The request and the Bidder's response shall be in writing. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

12. EMD
The bidder shall deposit EMD for Rs. 16,00,000/- (Sixteen lakhs) directly in the bank account mentioned in Form-11 of the tender document and upload the details at a prescribed proforma.
12.1 The bidder shall furnish, as part of his bid, a EMD as per Format specified in Form-11.
12.2 IIT Kharagpur will give exemption for submission of EMD to the bidders, who are registered with MSME or Central Purchase Organization or startups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.

13. PERFORMANCE SECURITY
13.1 The successful bidder shall be required to deposit 3% on the work order value to be determine at the time of issue of work order, as performance security, within 14 days of issue of Purchase Order/letter of intent in the form of D.D*/Pay Order*/Fixed Deposit Receipt* / Bank Guarantee (performance security bond prescribed in Annexure A1: Form 2 of Section 7) from commercial bank drawn in favour of “IIT Kharagpur, payable at Kharagpur” and the bank guarantee shall remain valid for 60 days beyond the date of completion service.
13.2 The amount of performance security so withheld will be discharged after the completion service is over.
13.3 If the service provider fails or neglects any of the bid obligations under the contract it shall be lawful for IITKGP-SRIC to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.

13.4 The proceeds of performance security shall be payable to IITKGP-SRIC as compensation for any loss resulting from service provider/Agency’s failure to complete its obligation under the contract.

13.5 The performance security bond shall be extended suitably in the event of extension of period of contract or till all obligations under the contract has been satisfied.

*Performance Security will not be carrying any interest.*

14. DEADLINE FOR SUBMISSION OF BID

14.1 Bids shall be submitted online on the website [“https://eprocure.gov.in/eprocure/app”] within the date and time specified in the e-Tender notice.

14.2 SRIC, IIT Kharagpur may extend the deadline for submission of Bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of SRIC IIT Kharagpur and the Bidders previously subject to the original deadline will then be subject to the new deadline.

15. CONTACTING IIT KGP-SRIC

15.1 No bidder shall try to influence SRIC office of IIT KGP on any matter relating to the bid.

15.2 Any effort by a bidder to influence SRIC office of IIT KGP in IIT KGP-SRIC’s bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

16. SIGNING AND SUBMISSION OF BID

16.1 The Bidder’s Bid will be digitally signed by DSC holder submitting the Bid online and it does not require any physical signature. However, if the Bidder’s Bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

16.2 Submission of Bid shall be as detailed as per e-Tender Notice.

17. MODIFICATION AND WITHDRAWAL OF BID

Modification and withdrawal of Bid shall be guided by clause mentioned in the tender document of e-Tender Notice.
18. BID OPENING
All bids are to be submitted online only at the web-site ["https://eprocure.gov.in/eprocure/app"]. After receipt of undertaking, bid application & acceptance of bid conditions and other details as per provision of Bid Submission before scheduled submission, SRIC, IIT Kharagpur will open the Bid in the manner as specified under e-Tender Notice.

19. INTEGRITY PACT
Bidders are required to submit the pre-contract integrity pact duly signed, witnessed and uploaded as per enclosed format along with the Form - 13. This will be signed by the authorized signatory of the Bidder with name, designation and seal of the Company/Firm. Bidders who do not sign the pact shall be disqualified from participation in the Bid process.

20. MISCELLANEOUS
20.1 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to

a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

b) Consult with any Applicant in order to receive clarification or further information;

c) Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or

d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant. The Bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates

It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
Indian Institute of Technology Kharagpur may require approximately 200 manpower through selected service provider based on its manpower requirement for SRIC office and projects executed through SRIC and subject to compliance of quality parameters by the applicant. The manpower requirement may be varied depending on the requirement of the project/s.

(i) Service provider is liable for all statutory compliances and obligations.

(ii) The SRIC office of IIT Kharagpur would raise an indent for manpower requisition, clearly defining the role profiles including duties and responsibilities of the contractual staff that are needed purely on deputation. The role profile will clearly give the details of competencies / skills needed, educational qualification, relevant experience, compensation and duration of deputation. The number of staff needed would also be clearly indicated in this requisition.

(iii) On demand by the SRIC office, the Agency shall be required to submit the eligible list of candidates with Curriculum Vitae and other supporting documents relating to educational qualifications & relevant experience within 10 working days (or earlier as the case may be) of sending the requisition.

(iv) The Manpower Agency will facilitate interview of the short listed candidates on a date to be fixed by the SRIC Office in consultation with the Agency.

(v) Based on the performance of the candidate in the interview, suitability, experience and background in relation to the envisaged job requirement, the SRIC office of IIT Kharagpur will select the candidates and the Agency will facilitate deputation of such selected candidates to the SRIC office of IIT Kharagpur within a maximum period of 30 days.

(vi) The contractual personnel of the agency deputed to SRIC office of IIT Kharagpur shall not be below the age of 18 years and should have a valid contract of employment with the Manpower Agency.

(vii) The contractual personnel of the successful bidder will be on a deputation period of 12 months or such other period as desired by the SRIC office. The period of such deputation shall be reduced / extended upon mutual discussion between SRIC office and Agency.

(viii) Manpower Agency shall be required to take existing staff of SRIC office of IIT Kharagpur and project staff under SRIC office of IIT Kharagpur on request of IIT Kharagpur at a salary and other benefits to be fixed by SRIC office of IIT Kharagpur.

(ix) The IIT Kharagpur/ SRIC office will not be responsible or liable under the laws that are in force and that may come in force from time to time in respect of the deputed contractual employees of the agency.
(x) The Manpower Agency will furnish to the SRIC office, IIT Kharagpur the full particulars of the contractual personnel deputed including details viz; Name, Father’s/Husband’s Name, Age, Photograph, Present/Permanent Address etc., and they will also ensure the verification of the antecedents of such personnel from their Ex-employer and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the services for SRIC office and project executed through IIT Kharagpur.

(xi) The Manpower Agency will hand over the deputation letter / offer letter to the selected contractual person to be deputed, giving details of his/her service conditions and details of salary with breakup and send a copy of the deputation letter/ offer to SRIC Office.

(xii) The Manpower Agency will issue photo Identity cards to the deputees in the format as specified by the SRIC Office for carrying out the works under Rule 76 of the Contract Labour (Regulation & Abolition) Act 1970, within 15 days of appointment.

(xiii) The persons supplied by the agency should not have any police records/criminal cases against them. The agency should make adequate enquires about the character and antecedents of the person whom they are recommending. The agency should also ensure that the personnel deployed are medically fit & Certificate of their medical fitness is to be provided when called for.

(xiv) The Manpower agency shall withdraw/replace such employee whose Performance is found not satisfactory by the SRIC Office.

(xv) Notwithstanding anything contain in the contract, the Manpower Agency shall depute such number of suitably qualified, experienced, & skilled contractual personnel as required from time to time. Every contractual person deputed by Agency shall be an employee of the said Agency only and none of the deputed persons of the Agency shall have any claim whatsoever against the SRIC Office of IIT Kharagpur / IIT Kharagpur

(xvi) Notwithstanding anything contain in the contract, the Manpower Agency shall clearly intimate and make them understand that, such deputed contractual persons should neither claim any Master and Servant relationship any benefit/compensation/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 nor any other act against the SRIC Office of IIT Kharagpur and IIT Kharagpur.

(xvii) The SRIC Office of IIT Kharagpur shall give one-month notice or pay one-month remuneration in lieu of notice to the Agency in the event if SRIC Office of IIT Kharagpur wishes to discontinue services of any deputed contractual person.

(xviii) Working hours would be normally 8.5 hours per day from 9:00 AM to 5:30 PM from Monday to Friday (as per the requirement of Projects at SRIC Office) every week or as may be notified from time to time with a half hour lunch break in between. The deputed personnel will avail and adhere to holidays calendar of SRIC Office of IIT Kharagpur. They will be entitled to 2.5 days leave for
service of each completed calendar month. They can avail leave from their leave balances in a manner which will not hamper the normal work of SRIC Office.

(xix) All the leave applications of the such persons shall be routed through Manpower Agency to SRIC Office and SRIC office will take decision on such leave so that normal work does not get hampered.

(xx) PAYMENT OF WAGES:- The Agency will raise salary invoice to the SRIC Office in advance on 20th of every-month. The payment will be made within 10 days, enabling the agency to pay the deputees by 5th of following month positively. Any adjustment for the services not rendered/excess leave availed in the month shall be made in the subsequent month.

(xxii) The Manpower Agency must comply with all the provisions of Rules/Regulations Statutory guidelines applicable to the engagement of manpower in deputation and shall comply with all necessary registration, licenses, approvals and sanction under the applicable laws.

(xxii) Further, the Manpower Agency must comply with all the requirements of the statutory Authorities under Contract Labour Act, such as PF Act, ESI Act, Gratuity Act, Professional Tax etc., including remittance of monthly contributions with authorities concerned in respect of the deputees. Proof of remittance of the previous months recoveries (copies of challan) to be attached to every invoice claiming salary for the deputed persons.

(xxiii) The Manpower Agency shall be responsible to complete all the statutory requirements with regard to their deputees, such as obtaining EPF No, issue of ESIC Cards (Pehchan Cards), opening bank account for salary credit etc., within one month from their date of engagement.

(xxiv) The Manpower Agency shall be responsible to submit the proof for depositing / paying the amount contribution claimed by it on account of EPF, ESIC towards the persons deployed at the SRIC office of IIT Kharagpur in their respective names before submitting the bill for subsequent month. In case the Manpower Agency fails to do so, the amount claimed towards ESIC, EPF will be withheld till submission of required documents.

(xxv) The Manpower Agency shall be responsible to submit the proof for depositing / paying the amount contribution claimed by it on account of EPF, ESIC towards the persons deployed at the SRIC office of IIT Kharagpur in their respective names before submitting the bill for subsequent month. In case the Manpower Agency fails to do so, the amount claimed towards ESIC, EPF will be withheld till submission of required documents.

(xxv) The Manpower Agency shall issue a pay slip on monthly basis to each persons deployed in SRIC Office.

(xxvi) The Manpower Agency shall be responsible for the remittance of GST, EPF, ESIC and other statutory payments on behalf of the personnel deputed and also agency shall submit the copies of electronic returns as submitted for EPFO, ESIC through online.

(xxvii) Income Tax and other statutory levies as applicable from time to time will be deducted from the invoices of the Agency.

(xxviii) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Company by this Ministry.

(xxix) The Manpower Agency shall be responsible for any act of indiscipline on the part of persons deployed by it.
The service providing company shall be solely responsible for the redressing grievances / resolution of disputes relating to persons deployed. SRIC office of IIT Kharagpur, in no way, be responsible for settlement of such issues whatsoever.

The SRIC office of IIT Kharagpur shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing Company in the course of their employment while performing the functions/ duties, or for payment towards any compensation.

Employees Grievance Redressal TAT has to be fixed and all the employees’ queries have to be solved with in the agreed TAT. Also all queries / issues raised by both the SRIC office and their employees have to be solved/ proper solution to be given within the month without fail.

The Manpower Agency shall ensure to protect the deputed contractual Personnel who shall be covered under Group Medical Health Insurance policy and Group Personal Accidental Coverage, in agreement of the SRIC office of IIT Kharagpur norms.

The Manpower Agency selected will be required to sign a one-year contract/agreement including IP (Integrity pack) clause with the IIT Kharagpur for providing contractual manpower on deputation basis as per requirement of SRIC office of IIT Kharagpur. The contract may be renewed upto the period of 5(Five) years on yearly basis, subject to the satisfactory performance for each year. The percentage of service charges payable shall remain constant during the contract period.

The Manpower Agency shall take all the reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of its employees so deployed and ensure preservation of peace and protection of life and property of the IIT Kharagpur.

On the expiry of the contract, unless the contract is renewed / extended, the agency will withdraw all their deputed persons from SRIC office of IIT Kharagpur / IIT Kharagpur and clear their accounts, by paying them all their dues as they are legally entitled. In case of any dispute on account of withdrawal of the deputed person, it shall be the entire responsibility of the agency to settle the same.

In case of any dispute, each party shall appoint one representative to try and resolve the issue. If these efforts fail then, the dispute shall be referred to arbitration proceedings in Kharagpur/ Medinipur as per The Arbitration & Reconciliation Act of 1996 & amendments thereof. If still the dispute remains unresolved, it shall be subject to exclusive jurisdiction of courts of Medinipur.

FRAUD AND CORRUPT PRACTICES

(a) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender, SRIC Office shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive
practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process.

(b) Without prejudice to the rights of SRIC Office of IIT Kharagpur under tender clause hereinafter, if an Applicant or Service Provider, as the case may be, is found by the SRIC Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order, such Applicant or Service Provider shall not be eligible to participate in any tender or tender issued by IIT Kharagpur / SRIC office of IIT Kharagpur during a period of 2 (two) years from the date as notified by the IIT Kharagpur.

(c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SRIC Office who is or has been associated in any manner, directly or indirectly with the tendering Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SRIC Office, shall be deemed to constitute influencing the actions of a person connected with the tendering Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the letter of award, as the case may be, any person in respect of any matter relating to the Selection Process, any official of the SRIC Office who is or has been associated in any manner, directly or indirectly with the Selection Process, who at any time has been or is a legal, financial or technical consultant/ advisor of SRIC Office in relation to any matter concerning the Project; b) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process; Tender for Contracting of External Agency for Outsourcing of Manpower 36 d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the SRIC Office with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
(i) **Definition:**

(a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party Could Tender for Contracting of external agency for Outsourcing of Manpower (Scientific/ Technical/ non-technical/ Non-Teaching) for reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

(ii) **No breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

(iii) **Measures to be taken**

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.

(a) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(b) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(iv) **Extension of time**
Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(v) Consultation
Not later than 30 (thirty) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

(XXXI) Suspension of Agreement
The Authority may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Service Provider to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Service Provider of such notice of suspension.

(XXXII) Termination of Contract:

(a) By the Authority: The Authority may, by not less than 30 (Thirty) days’ written notice of termination to the Service Provider, such notice to be given after the occurrence of any of the events specified in tender, terminate this Agreement if:

(i) the Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

(ii) the Service Provider becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(iii) the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings as stated in the terms and conditions;

(iv) the Service Provider submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Service Provider knows to be false;

(v) any document, information, data or statement submitted by the Service Provider in its Proposals, based on which the Service Provider was considered eligible or successful, is found to be false, incorrect or misleading;

(vi) any breach in confidentiality is carried out by the Service Provider

(vii) as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
(viii) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement

(b) By the Service Provider: The Service Provider may, by not less than 30 (thirty) days’ written notice to the Authority, such notice to be given after the occurrence of any of the events specified in below, terminate this Agreement if

(i) the Authority fails to pay any money due to the Service Provider pursuant to this Agreement and not subject to dispute pursuant within 60 (sixty) days after receiving written notice from the Service Provider that such payment is overdue;

(ii) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Service Provider may have subsequently granted in writing) following the receipt by the Authority of the Service Provider’s notice specifying such breach; as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days;

or

(ix) the Authority fails to comply with any final decision reached as a result of arbitration

(XXXIII) Cessation of Services:

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses mentioned hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and materials furnished by the Authority, the Service Provider shall proceed as provided respectively hereof.

Payment upon Termination

Upon termination of this Agreement pursuant to Clauses of tender, the Authority shall make the following payments to the Service Provider (after offsetting against these payments any amount that may be due from the Service Provider to the Authority):

(a) fee pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

(b) except in the case of termination pursuant to clauses of tender hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.
SECTION-4
SCOPE OF SERVICES

1. The Authority will select the service provider (‘Service Provider”) for an initially period of 1(one) years’ contract/agreement including IP clause with the SRIC Office of IIT Kharagpur for providing manpower on deputation. The contract may be renewable upto the period of 5(Five) years on yearly basis, subject to the satisfactory performance for each year. The percentage of service charges payable shall remain constant during the contract period.

2. The Service provider shall provide contractual manpower as per requirement of SRIC office as per terms and conditions mentioned above.

3. Applicant/ service provider shall be selected based on evaluation criteria mentioned in the tender document. Selected applicant shall be obliged to provide manpower throughout the year as per requirement of SRIC office of IIT Kharagpur.
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<td>6</td>
<td>Satisfactory service performance certificate/ reports of manpower services preferably from the Govt. organisations / PSU’s (at least three reports on the letter head of the clients under signatures of the authorized signatory with seal &amp; (attach separate list if necessary)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>List of awards / recognition received (if any) (attach separate list if necessary)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Copies of Audited Annual Financial statements for the last 2 financial Years.</td>
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<tr>
<td>9</td>
<td>Solvency Certificate from scheduled Bank</td>
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<td></td>
</tr>
<tr>
<td>10</td>
<td>A model copy of Group Health Insurance Policy &amp; Group Personal Accidental Insurance with detailed terms &amp; conditions of the policy coverage for the current clients.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Model of Employee Handbook</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>FAQ list for the Employee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Sample format of ID Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Sample format of Pay slip</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Total staff strength as on date, along with job category &amp; qualifications.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: All the above details sought required to be compulsorily attached with the Form, which are necessary to get qualified.
GUIDELINES FOR FINANCIAL PROPOSAL

All applicants must submit the financial proposal in BoQ on CPP portal.

For the purpose of calculation of Financial Proposal (F)

| Financial Proposal (F) | F= % Service fee |

1. Applicants shall submit the financial proposal in the BoQ formats (“Financial Proposal”).
2. The percentage or administrative charges include all the costs associated with the assignment shall be included in the Financial Proposal. The total percentage indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
3. It also includes the expenses for Selection process of candidates and other expenses as mentioned in the tender document.
4. GST as applicable shall be payable over the above percentage.

Guidance to Applicant:

Service Provider should quote percentage taking into account any efficiency benefits over entire period of contract.

No re-negotiation of percentage will be entertained by the Authority after Award
To:
The Dean (R&D)
Sponsored Research & Industrial Consultancy
Indian Institute of Technology Kharagpur
Po: Kharagpur, West Bengal
India: 721302

Ref: Tender No. IIT/SRIC/DEAN (R&D)/2022-23/Service-01 dated. 10/11/2022

Dear Sir,

1. With reference to your tender Document, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Service Provider for “Contracting of External Agency for Outsourcing of Manpower”. The proposal is unconditional and unqualified.

2. I/We certify that all information provided in the Proposal and in the Appendices, is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. I/We shall make available to the SRIC Office of IIT Kharagpur any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. I/We acknowledge the right of the SRIC Office to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. I/We declare that:
   i. I/We have examined and have no reservations to the Tender Documents, including any Addendum issued by the SRIC Office; I/We do not have any conflict of interest in accordance with Tender Document;
   ii. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with the SRIC Office or any other public sector enterprise or any government, Central or State; and
   iii. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
iv. During the last three years, I/We have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or judicial pronouncement or arbitration award against us, nor been expelled from any project by any public authority for accepted breach on our part which in any manner may impair our provision of the services under the proposed engagement.

6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants in accordance with clauses of the tender document.

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

8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SRIC Office [and/ or the Government of India] in connection with the selection of agency or in connection with the Selection Process itself in respect of the above-mentioned Project.

11. The Earnest Money Deposit (E.M.D) of Rs...................- (.........................) is submitted and proof is submitted, in accordance with the tender document.

12. I/We agree and understand that the proposal is subject to the provisions of the tender document. In no case, shall I/we have any claim or right if proposal is not opened or rejected.

13. I/We agree to keep this offer valid for 120 (One hundred and twenty) days from the Proposal Submission End Date specified in the tender.

14. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 10.

15. In the event of our firm being selected, I/we agree to enter into an Agreement in accordance with the terms and conditions of the tender document of the tender. I/We agree not to seek any changes in the aforesaid form and agree to abide by the same.

16. The Financial Proposal is being submitted separately as specified in tender. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

17. I/We certify that we have not been blacklisted / debarred from any of the Govt. agency/ PSU / IIT Kharagpur / IITs/ NITs/ other Government Institute in the last three years.

18. I/We agree and undertake to abide by all the terms and conditions of the tender Document. I/we hereby unconditionally accept the tender conditions of IIT Kharagpur’s tender documents in its entirety for the above work.
19. That, I/We declare that I/We have not paid and will not pay any bribe to any officer of IIT Kharagpur for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of SRIC Office asks for bribe / gratification, I will immediately report it to the Appropriate Authority in IIT Kharagpur.

20. I / We agree that our financial proposal shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Submission End Date or such further period as may be mutually agreed upon.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the tender Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)
ANNEXURE-A1: Form-1B
Unconditional Acceptance Letter Of Terms And Condition Of Tender

To:
The Dean (R&D)
Sponsored Research & Industrial Consultancy
Indian Institute of Technology Kharagpur
Po: Kharagpur, West Bengal
India: 721302

Name of work: “Contracting of External Agency for Outsourcing of Manpower (Scientific/ Technical/ non-technical/ Non-Teaching) through Quality & Cost Based Selection (QCBS)”

Sir,

1. The tender documents for the work “Contracting of External Agency for Outsourcing of Manpower (Scientific/ Technical/ non-technical/ Non-Teaching) through Quality & Cost Based Selection (QCBS)” have been sold to me/us online by Indian Institute of Technology Kharagpur (IIT Kharagpur) and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us online, which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.

2. I/We hereby unconditionally accept the tender conditions of IIT Kharagpur’s tender documents in its entirety for the above work.

3. The contents of Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/condition(s) (except unconditional rebate on quoted percentage if any) in/ along with the Tender Document and the same has been followed in the present case. In case, this provision of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and IIT Kharagpur shall without prejudice to any other right or remedy be at liberty to forfeit the 10% of earnest money.

4. That, I/ We declare that I/ We have not paid and will not pay any bribe to any officer of IIT Kharagpur for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of IIT Kharagpur asks for bribe/ gratification, I will immediately report it to the Appropriate Authority in IIT Kharagpur’.

5. Details of E.M.D

Yours Sincerely

Place:
Date:                                                                                                                 (Signature of Contractor)
ANNEXURE-A1: Form-2

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of Indian Institute of Technology Kharagpur, (SRIC) (herein after called the “SRIC Office of IIT KGP”) having agreed to exempt ___________________ (hereinafter called “the said contractor(s)”) from the demand under the terms and conditions of an agreement/(Purchase Order) No ________________ dated ____________ made between _____________________ and __________________ for _______________________ (hereinafter called “the said agreement”), of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for ______________________ we, (name of the bank) ____________________ do hereby undertake to pay to SRIC, IIT KGP an amount not exceeding ___________________ against any loss or damage caused to or suffered or would be caused to or suffered by the government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) ______________________ 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 agreement and that it shall continue to be enforceable till all the dues of SRIC, IIT KGP under or by virtue of the
said Agreement have been fully paid and its claims satisfied or discharged or till expiry of 90 days beyond the date on which the warranty period of the equipment(s) expire.

5. We (name of the bank)_________________________ further agree with SRIC, IIT KGP that SRIC, IIT KGP shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SRIC, IIT KGP against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of SRIC, IIT KGP or any indulgence by SRIC, IIT KGP to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We (name of the bank) ____________________ lastly undertake not to revoke this guarantee during its currency except with the previous consent of SRIC Office of IIT KGP in writing.

Dated the ________________ day of _______ for __________________________________

(Indicate the name of bank)
ANNEXURE-A1: Form- 3

Financial Capacity of the Applicant

<table>
<thead>
<tr>
<th>Serial No.</th>
<th>Financial Year</th>
<th>Annual Revenue (Rupees in Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>2019-2020</td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>2020-2021</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>2021-2022</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Average</td>
<td></td>
</tr>
</tbody>
</table>

Signature,

Name and designation of the authorized signatory

For and on behalf of ................................

I hereby certified that I have checked the above statement from the books of accounts of M/s……………………………………, having Register Office at…………………………………… and found the data given in the statement is correct.

Signature of a practicing Chartered Accountants

Name & Designation:

Seal of the Company/ Firm
ANNEXURE-A1: Form- 4

Vendor Capability: Scale of Experience

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of Client</th>
<th>Number of manpower on rolls of Firm including the outsourced contractual manpower.</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Certification from Authorized Signatory of the Firm

This is to certify that the information contained above is correct as per the accounts of the Applicant and/or the clients.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the Applicant:
ANNEXURE-A1: Form- 5

Experience with Public Sector /Govt. Sector Clients

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of Public Sector Client</th>
<th>Number of outsourced contractual manpower</th>
<th>Start Date of the assignment</th>
<th>Completion date of the assignment (mention ongoing, if not completed)</th>
<th>The assignment (mention ongoing, if not completed) Documentary Evidence to authenticate the experience details (to be Attached)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>02</td>
<td></td>
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<td>03</td>
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<td>05</td>
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</tr>
</tbody>
</table>

**Certification from Authorized Signatory of the Firm**

This is to certify that the information contained above is correct as per the accounts of the Applicant and/or the clients.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the Applicant:
ANNEXURE-A1: Form- 6

Experience of Manpower supply (Executive Level) to Govt/PSU/Corporates

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of Public Sector Client</th>
<th>Number of outsourced contractual manpower (Scientific/Technical/Non-Technical/Executive excluding the security personnel/daily labour/casual labour/house keeping personnel)</th>
<th>Start Date of the assignment</th>
<th>Completion date of the assignment (mention ongoing, if not completed)</th>
<th>The assignment (mention ongoing, if not completed) Documentary Evidence to authenticate the experience details (to be Attached)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
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<td>02</td>
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<td>05</td>
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<td></td>
</tr>
</tbody>
</table>

**Certification from Authorized Signatory of the Firm**

This is to certify that the information contained above is correct as per the accounts of the Applicant and/or the clients.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the Applicant:
ANNEXURE-A1: Form- 7 (Geographic spread)

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of the Client</th>
<th>State of Operation where manpower is supplied</th>
<th>Number of Manpower Supplied</th>
<th>Start Date of the assignment</th>
<th>Completion date of the assignment (mention ongoing, if not completed)</th>
<th>Documentary Evidence to authenticate the given details (to be Attached)</th>
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</thead>
<tbody>
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</tr>
</tbody>
</table>

*Note: Projects which were completed prior to 31.03.2014 will not be considered for evaluation.

Certification from Authorized Signatory of the Firm

This is to certify that the information contained above is correct as per the accounts of the Applicant and/or the clients.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the Applicant:
ANNEXURE-A1: Form- 8

Years of operation in India

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Total Number of years</th>
<th>Documentary Evidence to authenticate the given details (to be Attached)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years of operation of the company in Manpower Outsourcing in India</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certification from Authorized Signatory of the Firm

This is to certify that the information contained above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the Applicant:

Large
ANNEXURE-A1: Form- 9

Statement of Legal Capacity
(To be forwarded on the letter head of the Applicant)

Ref.                                                                                                                              Date:

To: The Dean (R&D)  
Sponsored Research & Industrial Consultancy  
Indian Institute of Technology Kharagpur  
Po: Kharagpur, West Bengal  
India: 721302

Dear Sir,

Sub: Tender for “Contracting of External Agency for Outsourcing of Manpower (Scientific / Technical/ non-technical/ Non-Teaching)”

I / We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the tender document. I/We have agreed that ......................... (insert individual’s name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of ...
ANNEXURE-A1: Form- 10

Power of Attorney

[To be on a stamp paper of Rs. 100 value]

Know all men by these presents, We, ............................................. (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr......................................son/daughter/wife and presently residing at........................................, who is presently employed with/ retained by us and holding the position of ................. as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal (TENDER) for “Contracting of External Agency for Outsourcing of Manpower (Scientific / Technical/ non-technical/ Non-Teaching)”of the Authority including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in Pre Proposal and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority. AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. IN WITNESS WHEREOF WE,

.................................................THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ........................................ DAY OF ...................., 20...... For ......................................................

(Signature, name, designation and address) Witnesses:

1.

2.

Notarized Accepted ........................................................................................

(Signature, name, designation and address of the Attorney) Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
• Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

• For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate.
EMD Details Proforma

Date: 10/11/2022
Tender No. IIT/SRIC/DEAN (R&D)/2022-23/Service- 01

The EMD of Rs. 16,00,000/- has been deposited in the Bank Account Number 95562200002545, Name of the Bank: Canara Bank, Branch: SRIC IIT Kharagpur, IFSC Code : CNRB0019556. Details are given below.

<table>
<thead>
<tr>
<th>Name of the Transferor Bank Account with Branch</th>
<th>Amount</th>
<th>Date of Transfer</th>
<th>UTR / Transaction No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

For Online only (RTGS/NEFT)

For Offline only (in favour of the IIT Kharagpur and Payable at Kharagpur)

<table>
<thead>
<tr>
<th>Name of the Bank</th>
<th>Amount</th>
<th>Date of Issue</th>
<th>Number of D.D*/Pay Order*/Insurance Surety bonds/ Fixed Deposit Receipt*/ Bank Guarantee / Banker’s Cheque</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Note: Scan copy of D.D*/Pay Order*/Insurance Surety bonds/ Fixed Deposit Receipt*/ Bank Guarantee / Banker’s Cheque to be attached in the tender documents.

Note:
In case of MSME where the EMD is Exempted, IIT Kharagpur will give exemption for submission of Tender Fee and EMD to the bidders, who are registered with MSME or Central Purchase Organization or start-ups as recognized by DIPP as per revised rule 170 of GFR-2017 only. However, proper and valid documents in this regard must be submitted by the bidders in support of their claim.

Certificate for MSME etc. should be uploaded, failing which bid will be rejected.

In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met through foreign company, then the EMD exemption cannot be claimed under the MSME status of India arm/subsidiary. Thus a bidder who solely on its own, fulfills each eligibility criteria condition as per the tender terms and conditions and who are having MSE status, can claim EMD exemption/tender fee.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER’S AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity] Affiant
PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER

RTGS/National Electronic Fund Transfer (NEFT) Mandate Form

<table>
<thead>
<tr>
<th></th>
<th>Name of the Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Permanent Account No (PAN)</td>
</tr>
<tr>
<td>3</td>
<td>Particulars of Bank Account</td>
</tr>
<tr>
<td></td>
<td>a) Name of the Bank</td>
</tr>
<tr>
<td></td>
<td>b) Name of the Branch</td>
</tr>
<tr>
<td></td>
<td>c) Branch Code</td>
</tr>
<tr>
<td></td>
<td>d) Address</td>
</tr>
<tr>
<td></td>
<td>e) City Name</td>
</tr>
<tr>
<td></td>
<td>f) Telephone No</td>
</tr>
<tr>
<td></td>
<td>g) NEFT/RTGS</td>
</tr>
<tr>
<td></td>
<td>h) IFSC/Swift Code</td>
</tr>
<tr>
<td></td>
<td>i) 9 Digit MICR Code appearing on the cheque book</td>
</tr>
<tr>
<td></td>
<td>j) Type of Account</td>
</tr>
<tr>
<td></td>
<td>k) Account No.</td>
</tr>
<tr>
<td>4</td>
<td>Email id of the Bidder</td>
</tr>
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</tbody>
</table>
Self-Certificate for Local Content

A. *We [name of Bidder] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under ‘Class-I Local Supplier’ Category. The percentage of local content is_____. As being ‘Class-I Local Supplier’, we are eligible for Purchase Preference under ‘Make in India’ Policy vide GoI Order no. P- 45021/2/2017-PP (B.E.-II) dated 16th September, 2020. The stated local content shall not include the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

OR

*We [name of Bidder] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under ‘Class-II Local Supplier’ Category. The percentage of local content is_________. The stated local content shall not include the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition

* Strike out whichever is not applicable

B. The details of the location(s) at which the local value addition made is/are as under:

1. .............................................................................................................
2. .............................................................................................................
3. .............................................................................................................

C. Country of Origin ____________________________________________

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Date: Seal & Signature of the Bidder

Note: Clarification for local content calculation as per OM No. P-45021/102/2019/BE-II-Part (1) (E-50310), dated March 4, 2021 of Government of India, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade, Public Procurement Section.
CERTIFICATE

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.: F.No.6/18/2019-PPD dated 23rd July 2020 of Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is not from such a country.

OR (whichever is applicable)

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.: F.No.6/18/2019-PPD dated 23rd July 2020 of Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is from _________________ (Name of Country) and has been registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered.

(Copy/ evidence of valid registration by the Competent Authority is to be attached)

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder/ Agent

Name: ______________________________

Designation: ______________________________

Organization Name: ______________________________

Contact No. : ______________________________
Integrity Pact

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

**Tender Document No. Tend No./ ...........; Tender Title: Contracting of External Agency for Outsourcing of Manpower (Scientific/ Technical/ non-technical/ Non-Teaching)**

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of ______202__ at ________, India.

**BETWEEN**

Procuring Organisation, Indian Institute of Technology Kharagpur, set up by the Act of Parliament called “Institute of Technology Act 1961” and having its Office at Kharagpur Po: Kharagpur, Pin-721302 through Dean (R&D), for and on behalf of Director, Indian Institute of Technology Kharagpur (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _______________________________ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**PREAMBLE**

‘The Principal’ intends to award, under laid down organizational procedures, contract/s for ____________________, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the ‘The Principal’**

(1) ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
Section 1 - Commitments of the ‘Principal’

(1) The ‘Principal’ shall ensure that no employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a 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 shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall 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 shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the ‘Bidder/ Contractor’

(1) The ‘Bidder/ Contractor’ commit themselves to take all measures necessary to prevent corruption. The ‘Bidder/ Contractor’ commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The ‘Bidder/ Contractor’ shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he 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/ Contractor’ shall not enter with other Bidders 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 introduce cartelisation in the tender process.

c. The ‘Bidder/ Contractor’ shall not commit any offence under the relevant IPC/ PC Act; further, the ‘Bidder/ Contractor’ shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The ‘Bidder/ Contractor’ of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed in Appendix to this agreement.
e. The ‘Bidder/ Contractor’ shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The ‘Bidder/ Contractor’ shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 - Disqualification from tender process and exclusion from future contracts**

If the ‘Bidder/ Contractor’, before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the ‘Bidder/ Contractor’ from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

**Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the ‘Bidder/ Contractor’ from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from ‘Bidder/ Contractor’ the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 - Previous transgression**

(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

**Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors**

(1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
(3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the Head of the Procuring Organisation.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-Disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/herself from that case.

(5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
(7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word ‘Monitor’ would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Kharagpur/ Medinipur.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

(5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal
(Name of the Officer and Designation)

(Office Seal)

For and on behalf of ‘Bidder/ Contractor.’

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)