TENDER ENQUIRY

FOR

ENGAGEMENT OF DOMESTIC SERVICE PROVIDERS/CONTRACTORS FOR SUPPLY OF UNSKILLED/SEMI-SKILLED / SKILLED / HIGHLY SKILLED MANPOWER FOR VARIOUS OUTSOURCED SERVICES IN IIT KHARAGPUR

ON E-TENDER BASIS

Registrar
Indian Institute of Technology Kharagpur
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No. IITKGP/OM/Tender/2020-21/01

DATE: 19/07/2021

Invitation for Bid / Notice Inviting Tender
(E-Procurement Mode)

Indian Institute of Technology Kharagpur (IIT Kharagpur) is 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. Institute started its academic journey in August 1951. Today, there are about 40 academic units, 13000 students and 650 faculty members. The past seven decades have continuously witnessed new and pioneering developments at IIT Kharagpur.

The INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR invites e-tender from domestic service provider/contractors, having their registered office in India and who fulfill the criteria mentioned in the tender documents for supply of Unskilled /Semi-skilled / Skilled &Highly skilled manpower for various outsourced services on contract basis for a period of one year from the date of commencement of the contract. IIT Kharagpur reserves the right to extend the duration of contract for further three years on half-yearly basis, on the same terms & conditions based on satisfactory performance of the Service Providers.

The Tender Documents can be downloaded from the website www.iitkgp.ac.in and Central Public Procurement Portal platform https://eprocure.gov.in/eprocure/app from 19/07/2021. IIT KGP - shall open the Technical Bids Electronically on the specified date and time at IIT KGP. Letter of transmittal and forms for pre-qualification are attached along with the tender documents.

Interested eligible domestic service provider/contractors, having their registered office in India may submit their bids online at https://eprocure.gov.in/eprocure/app in two bid system (i.e. Technical Bid (Cover-1) and Financial Bid (Cover-2)) in prescribed proforma within the bid submission deadline i.e. 20/08/2021. All the documents in support of eligibility criteria must be scanned and uploaded electronically along with the Tender Documents on or before the last date & time of tender. Tenders sent by any other mode or incomplete tenders will not be accepted. In addition, the bidders are requested to submit the printouts of the technical-bid documents only along with all supporting documents (except Financial bid) to the Outsourced Manpower Office in IIT Kharagpur, Kharagpur – 721302, West Bengal (State) within 7 days from the date of tender submission deadline. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances, what so ever. In case of any deviation / differences between the hard copy and the electronic version of submitted documents (Technical Bid), the tender will be summarily rejected.

The Competent Authority of IIT Kharagpur reserves the 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.

IIT Kharagpur 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.

Registrar

Indian Institute of Technology Kharagpur

Copy to:
1. Institute’s Website 2. CPPP 3. Notice Board

3 | Page

Signature of the Tenderer
Date with Seal
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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| 1.     | Tender Number and Date | IITKGP/OM/Tender/20-21/01  
  Date: 19/07/2021 |
| 2.     | Date of Tender Notice available in the Institute Website and CPPP | 19/07/2021 |
| 3.     | Tender Fee or Bid Document fee (Non refundable) | **Rs. 5,000/- (Rupees five thousand only)**  
  i. Demand Draft/ RTGS, NEFT to be drawn in favour of “Indian Institute of Technology Kharagpur”, payable at Kharagpur.  
  ii. IIT Kharagpur will give exemption for submission of Tender Fee 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.  
  Note: 1. Scan copy of DD (drawn on or before the last date)/document of exemption for submission of Tender Fee should be uploaded on [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)  
  In addition, the bidders must **submit the original DD within 7 days** from the date of tender submission deadline at the Outsourced Manpower Office in IIT Kharagpur, Dist: Paschim Medinipur, Kharagpur – 721302, West Bengal (State). |
| 4.     | Bid Security Declaration in lieu of EMD | Bidders should submit the Bid Security Declaration as per the prescribed proforma at Annexure “I” |
| 5.     | Performance guarantee | 3% of the estimated value of tender  
  (To be provided by the Bidders after the award of the contract) |
| 6.     | Pre-bid meeting | Date: 26/07/2021  
  Time: 16:00 hrs  
  The meeting will be held online. The web-link will be provided to the interested bidders, who wish to participate in the Pre-bid meeting. The bidders interested to participate in the Pre-bid Meeting may contact through emails at [office@adm.iitkgp.ac.in; ompic14@gmail.com](mailto:office@adm.iitkgp.ac.in;ompic14@gmail.com) for any clarification. IIT Kharagpur reserves the right to issue corrigendum/addendum after pre-bid meeting if required. |
| 7.     | Starting date and time for submission of e-Tender (Online) | 19/07/2021 at 09:00 HRS. |

Signature of the Tenderer  
Date with Seal
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<td><strong>for Cover 1 and Cover-2) and (Offline for Cover – 1 Only)</strong></td>
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<td><strong>8.</strong> Last date and time for submission of e-Tender (Online only)</td>
<td>20/08/2021 at 15:30 HRS.</td>
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<td>27/08/2021 at 16:00 HRS.</td>
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<td>27/08/2021 at 16:30 HRS.</td>
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<td>Date and time of the presentation will be intimated to the bidders in due course of time.</td>
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<td>120 days from the opening of the price bids (Cover-2)</td>
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<td><strong>13.</strong> Contact Person and Address for enquiry</td>
<td>Deputy Registrar, Estate Office, IIT Kharagpur</td>
</tr>
<tr>
<td><strong>14.</strong> Contact Phone Number (s) E-mail Address</td>
<td>+91-3222-282142 / 282797 <a href="mailto:omoffice@adm.iitkgp.ac.in">omoffice@adm.iitkgp.ac.in</a>; <a href="mailto:ompic14@gmail.com">ompic14@gmail.com</a></td>
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<tr>
<td><strong>15.</strong> Website</td>
<td><a href="http://www.iitkgp.ac.in">http://www.iitkgp.ac.in</a> <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></td>
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INSTRUCTIONS TO BIDDERS,
GENERAL TERMS AND CONDITIONS AND SPECIAL CONDITIONS OF THE CONTRACT

1. Definitions

In this Notice Inviting Tender, the following terms shall be interpreted as indicated below:

(a) “The Institute” or IIT Kharagpur or “IIT KGP” means “Indian Institute of Technology Kharagpur”.

(b) “Bidder” means any firm taking the full responsibility of managing the contract as required in this tender. The word “Bidder” when used in the pre-award period shall be synonymous with “Service Provider / Contractor” which shall be used after award of the contract.

(c) “Service Provider / Contractor” means the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for providing “engagement of service providers/contractors for supply of unskilled/ semi-skilled / skilled / highly skilled manpower for various outsourced services in IIT Kharagpur or in its Extension centres at Kolkata, Bhubaneswar or any other places under IIT Kharagpur at lowest service charge rate quoted by the bidders or as decided by the Indian Institute of Technology Kharagpur.

(d) “Contract” means the agreement entered into between the Tendering Authority and the Service Provider, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;

“Service” means providing supply of unskilled/ semi-skilled / skilled / highly skilled manpower for various outsourced services in IIT Kharagpur which includes work of Office attendants, Helpers, Grass cutters, Cleaners, Sweepers, Gardeners, Electric-Meter Readers, pump operators, Electricians, Carpenters, fitters, Plumbers, Cooks, Drivers, Nursing Assistants, office Assistants, Library Assistants, Lab Technicians, Construction workers, Receptionists, Data Entry Operators, etc.

(e) “Performance / Bank Guarantee” means the guarantee to be provided by the Bidders after the award of the contract i.e. 3% of the total contract value.

(f) Attested Copies of document means self-attested copy of documents by the bidder (duly signed and stamped of the firm on the document).

(g) “The Advance Work Order/ Letter of intent” means the intention of IIT KGP to place the Order on the bidder.

(h) “The Work Order” means the order placed by IIT KGP on the service providers/contractors signed by the concerned authorities of IIT Kharagpur including all attachments and appendices thereto and all documents incorporated by reference therein. The work orders shall be deemed as “Contract” appearing in the document.

(i) “The Contract Price” means the price payable to the service providers/ contractors under the Work Order for the full and satisfactory performance of its contractual obligations.

(j) “Acceptance” means a process of accepting satisfactory services rendered by service providers/ contractors by IIT KGP.
2. **Minimum Eligibility Criteria**

The invitation of bids is open to all domestic service providers, contractor having a valid license under Contract Labour (Regulation and Abolition) Act, 1970 and having their registered and legal offices in India and who fulfil the following minimum criteria:

(i) The Bidder shall be registered legal entity under relevant Act and a copy of each of registrations should be attached with the bid documents.

(ii) The Bidder should have minimum of 5 (five) years’ similar experience and must have successfully completed at least:

(i) Three (03) similar assignment of Central/State Government or its Departments/PSUs/autonomous bodies/statutory bodies of costing not less than the amount equal to 40% of the estimated cost during the three consecutive financial years 2018-19, 2019-20 and 2020-21, OR

(ii) Two (02) similar assignment of Central/State Government or its Departments/PSUs/autonomous bodies/statutory bodies of costing not less than the amount equal to 50% of the estimated cost during the three consecutive financial years 2018-19, 2019-20 and 2020-21, OR

(iii) One (01) similar assignment of Central/State Government or its Departments/PSUs/autonomous bodies/statutory bodies of costing not less than the amount equal to 80% of the estimated cost during the three consecutive financial years 2018-19, 2019-20 and 2020-21.

Note: The estimated cost of tender is ₹16,11,94,507.00 (Rupees sixteen crore eleven lakhs ninety four thousand five hundred seven only) excluding service charges.

<table>
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<tr>
<th>a</th>
<th>b = 30% of a</th>
<th>c = 40% of b</th>
<th>d = 50% of b</th>
<th>e = 80% of b</th>
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<td>estimated cost of tender</td>
<td>30% of estimated cost of tender (Max allotment to L-1)</td>
<td>40% of estimated cost of tender</td>
<td>50% of estimated cost of tender</td>
<td>80% of estimated cost of tender</td>
</tr>
<tr>
<td>₹16,11,94,507.00</td>
<td>₹4,83,58,352</td>
<td>₹1,93,43,340.85</td>
<td>₹2,41,79,176.07</td>
<td>₹3,86,86,681.71</td>
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Similar work shall mean: supply of unskilled/semi-skilled/skilled/highly skilled manpower for various outsourced services. Work orders and/or Work Completion certificates must be enclosed with the bid documents.

(iii) The service providers/contractors applying for the tender needs to be registered with Labour Department of Central/State Government. Supporting valid documents must be provided with the bid document.

(iv) The bidders should not have been blacklisted by the Government Institutions or any other organizations/institutions/bodies. Undertaking in this regards has to be uploaded as per Annexure-‘C’.

(V) Solvency certificate minimum of **Rs. 50.00 lakhs** in a prescribed format is required from any scheduled bank.

(VI) The bidder must have a minimum manpower of 50 workers deployed for services of similar nature as on the last date of tender submission.

(VII) The service providers/contractors shall have adequate workers for supply of outsourced manpower in the Institute.
Indian Institute of Technology Kharagpur
Outsourced Manpower Office

(VIII) The service provider should have valid Trade License/Society Registration Number, Labour License and Registration Number, Permanent Account Number, GST Registration Number, EPF Registration Number, ESI registration Number, Proof for payment of last three years Income Tax and proof of last three months Challan in support of the deposit of the contribution made both with the EPFO and ESIC. PAN, IT and GST clearance and any other statutory registrations / certificates required for manpower supply (proof in this regard should be upload with the bid).

(IX) The Bidders are 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.

(X) The Bidders shall have the office in West Bengal/ Paschim Medinipur/Kharagpur. In case of non-presence of the office in West Bengal / Paschim Medinipur / Kharagpur the successful bidder shall submit a declaration stating they will establish the same within two months of award of contract.

3. PREPARATION OF BIDS

3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

3.2 All interested bidders shall follow the institute’s website and CPP Portal at regular intervals for clarifications / corrigendum / addendum if any.

4. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components (these will also be used for determining the eligibility criteria)

4.1 Documentary evidence established in accordance with the eligibility criteria explained above that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.

4.2 Bid Security Declaration Form at a prescribed format must be furnished.

4.3 A bid form and price schedule completed in accordance with the guideline.

4.4 Bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to all the terms and conditions. In case of deviations, a statement of deviations and exceptions of provisions of the contract and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of terms and conditions shall not be considered.

4.5 The Copy of Audited Annual Accounts of the organization for the financial year 2018-19, 2019-20 and 2020-21 must be uploaded.

4.6 The work completion certificates of Government Ministries/Departments/PSUs/autonomous bodies/statutory bodies of the estimated cost of the tender as given above during the last three financial years 2018-19, 2019-20 and 2020-21 for supply of outsourced manpower to be given by a level not below the rank of Section Officer of Government or Assistant Manager of a PSU.

4.7 Registration Certificate of the company as per eligibility criteria.

Signature of the Tenderer
Date with Seal
Indian Institute of Technology Kharagpur  
Outsourced Manpower Office

4.8 Income Tax Return for three financial years i.e. 2018-19, 2018-19 and 2020-21.
4.9 Copy of acknowledgement of latest Return of EPF, ESI etc.
4.10 Copy of Registration Certificate of EPF, ESI, labour license etc.
4.11 GST Registration Certificate.
4.12 Copy of Registration Certificate of the Firm/ Company.
4.13 Copy of PAN of the Company/ firm.
4.14 Lists of clients with reference with name, designation and contact details.
4.15 Self-certification of full-fledged office infrastructure.
4.16 A Brief note on Services provided by the bidders during last five years.
4.17 List of offices/branches in India/ West Bengal, with address and contact details.
4.18 Email id and phone number of the contact person of the firm.
4.19 Bank Account details, Authority to seek references from the bidder’s bankers.
4.20 Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount.

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 PRICES

6.1 The bidder shall submit their financial bid only at a prescribed format in Annexure B (As per BoQ.xls file).
6.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
6.3 The price quoted by the bidder shall remain fixed except the changes of statutory rate by the GOI such as rate of Minimum wages, EPF, ESI, GST and similar nature during the entire period of contract, subject to the approval of the Competent Authority of IIT Kharagpur.
6.4 The successful bidder before implementing the revised rate which is in statutory in nature for payment to the manpower provided for the services shall have to take prior approval from the Competent Authority of IIT Kharagpur.
6.5 The price accepted by the IIT KGP for the service will be inclusive of Levies and Taxes.

7. BID SECURITY

7.1 The Bidder should submit the Bid Security Declaration as per Format specified in Annexure I and it should be notarized alongwith the tender.

Signature of the Tenderer  
Date with Seal
7.2 After accepting the Bid Security Declaration if bidder withdraw or modify their bids during period of validity etc., they will not be allowed to participate any tender of IIT Kharagpur for a period of 1(one) year from the date of notification by the IIT Kharagpur.

8. PERIOD OF VALIDITY OF BIDS

8.1 Bid shall remain valid for 120 days from the bid date of opening of price bids. Any bid valid for a shorter period shall be rejected by IIT KGP as non-responsive.

8.2 In exceptional circumstances, IIT KGP may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The Bid Security Declaration as per Annexure I shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

9. Statutory Compliances:

1. It will be the sole responsibility of the Agency / Contractor / Service provider to abide by the provisions of the acts i.e., Employees State Insurance Act- 1948, Employees Provident Fund And Misc. Provisions Act- 1952, The Contract Labour (Regulation and Abolition) Act- 1970, Industrial Disputes Act- 1947, Payment of Bonus Act- 1965, Payment of Gratuity Act- 1972, Workmen’s Compensation Act- 1923, Maternity Benefit Act- 1961, Laws related to wages, child labour contract labour and any other Act or Legislation brought from time to time, which may govern the nature of the contract as may be applicable from time to time as to the outsourced manpower engaged by him/her for performance of this contract. The agency / contractor shall maintain all necessary registers and display notices as pre-mandatory requirement under the law of land.

2. The Agency / contractor will pay minimum wages notified by the office of the CLC (C), New Delhi, Ministry of Labour and Employment, Government of India or appropriate agency in regards to his/her contractual outsourced manpower. As and when the minimum wage (As per the Minimum Wages Act, 1948, revised from time to time) is revised by Government of India and notification is issued, it will be informed to the agency / contractor after the approval of the Institute.

3. The Agency / Contractor shall comply with all requirements under central, state and local tax laws (tax, duties, levies, etc.) and shall be responsible for payment of all taxes and other statutory payments to the respective authorities. These taxes would be properly accounted by the agency / contractor and claimed from the Institute.

4. Any liability arising on the IIT Kharagpur shall be deducted from the bills of the agency / contractor first and if the full amount is not recovered then the same will be recovered from the performance guarantee of the agency / Contractor.

5. Dress Code: The Agency / contractor have to enforce the outsourced manpower to wear a proper uniform with the logo of the agency or the contractor as approved by the Institute. Two sets of uniforms and other items necessary for outsourced worker safety will also be provided by the agency /contractor at their own cost.

6. Depending on the requirement, the agency / contractor should shift the outsourced manpower from time to time among the Departments/ Centres/ Schools /Administrative Sections etc. under their contract. The Institute reserves the right to shift outsourced manpower among Departments/ Centres/ Schools /Administrative Sections etc. without assigning any reasons. The decision of the Institute w.r.t. the requirement of manpower deployment shall be final.

Signature of the Tenderer
Date with Seal
7. The agency / contractor shall make his/her own arrangements for the engagement of all outsourced manpower and the outsourced manpower should be healthy and not suffering from any contagious diseases. Any form of contagious disease, unhealthy condition, bad behaviour etc. of an outsourced worker should be brought to the immediate notice of the Institute.

8. It will be the responsibility of the agency / Contractor that the outsourced manpower engaged by him/her for outsourced services will be present at their work place for the entire period of their duties.

9. The agency / Contractor Provider should be in constant touch of the Institute authority.

10. The agency / Contractor will not allow or permit his/her/their outsourced manpower to participate in any Trade Union activities or agitation in the Institute premises, violation of which may result in the termination of the contract immediately.

11. No right, much less a legal right, shall vest in the contractor's outsourced manpower to claim/have employment or otherwise seek absorption in the IIT Kharagpur nor the contractor's outsourced manpower shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the IIT Kharagpur. The outsourced manpower will remain the employees of the Agency / Contractor and this should be the sole responsibility of the agency / Contractor to make it clear to their outsourced manpower before deputing on work in the Institute.

12. The Agency / Contractor will be fully responsible for any accident or mishaps involving outsourced manpower engaged by the agency / Contractor and the agency / Contractor would pay claims made by the victims. The agency / Contractor shall indemnify the Institute from any claims arising out of the accidents, disabilities of any nature or death or arising out of provisions of law, or any other nature in respect of all outsourced manpower engaged by the agency / Contractor.

13. The agency / contractor are required to depute his authorized representative at the work site who shall receive the instructions from the Institute authority from time to time. All such instructions received by the authorized representative on behalf of the agency / Contractor shall be deemed to have been received by the agency / Contractor within the scope of the contract.

14. The agency / Contractor shall be liable to pay compensation for any loss and damages caused to the property of the Institute or its staff members/visitors by his/her outsourced manpower.

15. The agency / Contractor shall be personally responsible for the conduct of his/her outsourced manpower and in case of any complaint against any of his staff, the agency / Contractor will be under obligation to change the outsourced worker concerned when instructed by authority. The agency / Contractor shall observe all the relevant laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The Institute will not and cannot hold any responsibility with regard to an outsourced worker on the role of the agency / Contractor whatsoever.
16. The agency / Contractor and his/her outsourced manpower shall follow the rules and regulations of the Institute in force and instructions issued from time to time. The Institute will be free to take action against the Contractor for violating the same.

17. The agency / Contractor have to ensure that no outsourced worker should remain in the Institute after the closure of the Departments/ Centres/ Schools /Administrative Sections, such as staying and sleeping overnight.

18. The performance guarantee shall be forfeited and any unpaid bills will not be paid in the event of premature withdrawal by the agency / Contractor from the job assigned.

19. If the agency / Contractor denies or refuses to provide the services under the contract after receiving the work order, the agreement shall stand terminated without any notice and in such cases the Contractor would be liable to compensate the Institute for any losses caused to it due to non-fulfilment of the contractual obligations in addition to forfeiture of Performance Security.

20. The IIT Kharagpur reserves the right to terminate the contract without assigning any reason by giving a notice of two months. The agency / Contractor will also have to serve a notice of two months, if he/she wishes to terminate the contract.

21. At any time during the period the contract, if it comes to the notice of the Institute that the agency / Contractor has mislead this office by way of giving false/incorrect information which has been material in award of the contract, the contract shall be liable to termination without any notice besides other legal action as per law.

22. The agency / contractor shall not appoint any Sub Contractor to carry out any obligation under the contract.

23. All the allied benefits such as Leave, Gratuity and Bonus etc. shall be paid by the contractor and the Institute shall not incur any liability or additional expenditure, whatsoever for personnel deployed.

24. It is mandatory that the Outsourced Manpower must be paid through bank only in terms of instruction of the Labour Commissioner. The monthly final wages sheet should be submitted with all relevant documents like EPF, ESI etc.

25. The respective agency / contractor shall bear the full expenditure in respect of payment of bonus / profit sharing to the manpower supplied through them (Refers Payment of Bonus Act, 1965 as revised / amended from time to time).

26. The contractor shall abide, including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of
27. The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

28. The contractor shall be responsible for compliance of all the laws/ rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/workers, engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of the contract.

29. The contractor shall submit periodical returns as may be specified from time to time.

30. The Contractor must provide wage slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at the Institute. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Institute to deduct a proportionate amount from the bills, as decided by the Competent Authority of Institute.

31. Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Institute premises after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities.

32. Contractor shall deal with and settle the matters related with Union of India, State Government(s) and Government UT Administrations and shall make sure that no labour disputes / problems are referred to Institute. It shall totally indemnify Institute in this regard.

33. Contractor should at all times indemnify Institute against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Institute will not own any responsibility in this regard.

34. Contractor staff shall always be disciplined and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Institute in all respects under this contract.

35. Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
36. The agency / contractor shall replace immediately any of its personnel who are found unacceptable to IIT Kharagpur because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from IIT Kharagpur.

37. The agency / contractor shall immediately provide a substitute after the approval of Competent Authority of the Institute in the event of any person leaving the job due to his/her personal reasons. The delay in providing a substitute beyond seven working days shall attract a pre-estimated agreed liquidated damage @ Rs. 500/- (Five Hundred only) per day on the agency / contractor / firm.

38. For all intents the agency / contractor / firm shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed in IIT Kharagpur. The persons deployed in IIT Kharagpur shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority.

39. In case of termination of this contract on its expiry or otherwise, the persons employed by the manpower supplier firm shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/ otherwise capacity in IIT Kharagpur.

10. **Termination / Early Leaving of contract**

   1. The following infractions by the agency / contractor can attract the fines mentioned below:

   (i) Early leaving of contractor before completion of contract period after giving a written notice two months prior to departure: Full Performance Guarantee amount will be forfeited.

   (ii) Early leaving of contractor before completion of contract period without giving a written notice two months prior to departure: Full Performance Guarantee amount and all pending bill amount will be forfeited. The contractor will not be allowed to work in IIT Kharagpur for next three years. The violation of contract would be notified to all known places where the contractor is/was serving asking them to blacklist the contractor.

   (iii) Agency / Contractor not giving two sets of uniforms, gumboot, gloves, etc. to outsourced manpower. Those will be given to the outsourced manpower from the Institute and 1.5 times the actual expenses borne by the Institute will be deducted from the payment to the contractor.

   (iv) Agency / Contractor tampering with the attendance record of outsourced manpower, wilfully allowing outsourced manpower to be absent after giving attendance, utilizing outsourced manpower for personal work during working hours: Full service charge will be forfeited and the wages of the concerned outsourced manpower will not be reimbursed to the contractor.

   (v) Agency/ contractor not giving ESI, EPF and Bonus to outsourced manpower in due time: Twice the total amount will be fined and labour bill will not be cleared. The contractor will not be eligible to participate in any future tenders of the institute.

   (vi) Inducting or allowing unauthorized outsourced worker: No service charge will be paid to the contractor, twice the average monthly wages per unauthorized outsourced worker will be fined...
and the unauthorized outsourced worker will not be allowed to work in the Institute. The agency / contractor will NOT be considered in future tendering of the Institute.

(vii) All fines deducted by the Institute from the agency / contractor will be during the clearance of bills.

(viii) If the agency / contractor repeatedly violates any terms and conditions of the contract or fails to supply required number of unskilled / semi-skilled / skilled / highly skilled manpower despite IIT Kharagpur having served him proper notice of two months for termination of the contract, the contractor shall be liable to be terminated and security amount (performance guarantee) so deposited shall be forfeited.

(xi) If any agency / contractor is terminated due to misconduct or infraction of terms-and-conditions of the contract then the labour contract on their part will be swiftly transferred to another labour contractor / agency.

11. Duration of Contract:

The contract will be initially for a period of one year from the date of commencement of the contract. IIT Kharagpur reserves the right to extend the duration of contract up to three years on half-yearly basis, on the same terms & conditions, based on satisfactory performance of the Service Provider. By accepting any work order related to this tender from Institute, the contractor will be deemed to have entered into the agreement with IIT Kharagpur by accepting all the terms and conditions mentioned herein. There will be no separate agreement signed between the parties.

12. PERFORMANCE GUARANTEE
The contractor shall submit an irrevocable Performance Guarantee of 3% (three percent) of the value of the contract in addition to other deposits mentioned elsewhere in the contract for his/her proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period as specified below:

(i) The time allowed for submission of performance guarantee without penalty shall be 15 days from receiving of “Letter of Acceptance”. This period can be further extended as written request of the successful bidder by the Registrar for a maximum period of 15 days beyond the initial period of 15 days (without penalty period) with a late fee of @1.00% per day of Performance Guarantee Amount. If the successful bidder still fails to submit the performance guarantee, then the bid shall be rejected and treated as cancelled and necessary action shall be initiated by the Institute as per the Bid Security Declaration.

(ii) This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker’s Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank or Fixed Deposit Receipts or Guarantee Bonds of any Nationalized Bank in accordance with the format at ANNEXURE- H.

(iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion of contract plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time plus 60 days for completion of work.

(iv) The Institute shall not make a claim under the performance guarantee except for amounts to which the IITKGP is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Institute may claim the full amount of the Performance Guarantee.

b. Failure by the contractor to pay any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by the Institute

(v) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director, IITKGP.

(vi) Refund of Performance Guarantee: The performance guarantee shall be returned to the contractor, without any interest after recording of the completion certificate for the work by the Registrar.

13. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender, IITKGP shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the institute shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he/she might have derived from the execution of the works in full but which he/she did not derive in consequence of the foreclosure of the whole or part of the works.

14. FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events') provided, notice of the happening of any such event is given by either party to the other within 10 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of IIT Kharagpur as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract by giving notice to the other party.

15. Disputes and Jurisdiction

Settlement of Disputes: It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of IIT Kharagpur. The Bidder shall make the request in writing to the Director for settlement of any dispute within 30 (thirty) days of arising of the cause of dispute failing which no disputes/claims shall be entertained by IIT Kharagpur. The decision of the Director, IIT Kharagpur will be final and binding on the parties. If differences still persist, the settlement of the dispute may be sought in the Hon'ble Court of law under Kolkata jurisdiction.
Information for Bidder on e-Procurement

(i) 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 enrol/register before participating through the website [http://eprocure.gov.in/eprocure/app]. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at ‘Instructions for online Bid Submission’.

(ii) 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]

(iii) 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.

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

(v) 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.

(vi) Bidders may download and refer the “Instructions for Online Bid Submission” from [https://eprocure.gov.in/eprocure/app;jsessionid=A8B54ECC72D86DF9AA9D9B2DDACDAB8D.eprocgep4?page=BiddersManualKit&service=page].

(vii) 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”.

(viii) Bill of Quantities with rates duly filled in is to be submitted in the format provided online in the name of “Financial Bid”.

(ix) 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)

(x) 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.

(xi) 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 possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in .pdf file format.
Indian Institute of Technology Kharagpur
Outsourced Manpower Office

(xii) 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.

(xiii) 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.

(xiv) 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.

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

(xvi) 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.

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

17. **BID OPENING AND EVALUATION**

17.1 **OPENING OF BIDS BY IIT KGP**

(i) IIT KGP shall open the Technical Bids Electronically on 27/08/2021 at 16:30 HRS at IIT Kharagpur.

(ii) The date fixed for opening of bids if subsequently declared as holiday by IIT KGP 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.

(iii) The financial bid will be opened only for bidders declared eligible and selected after Technical evaluation followed by presentation. The financial bid will be opened on a date fixed after evaluation of Technical bids followed by presentation.

17.2 **SELECTION PROCEDURE**

(i) Agencies found to fulfil eligibility conditions will be considered after verifications of eligibility criteria mentioned in Section III.

(ii) The bidders shall be evaluated as per criteria mention in the tender documents.

(iii) Financial bids of the technically qualified bidders only shall be opened.

17.3 **Evaluation of Bids**

(i) The technical bids will be evaluated in two steps.
(ii) The bids will be examined based on eligibility criteria stipulated in the tender documents to shortlist the eligible bidders.

(iii) The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated.

(iv) Presentation by the bidders: The technically qualified bidders will be given an opportunity to present the profile of their firm/company highlighting their relevant experiences and achievements before a committee constituted by the Institute. The schedule of presentation shall be intimated separately.

(v) After successful presentation, the bidders whose technical bid is found to meet the requirements as specified above will qualify for opening of the financial bid and will be informed of the date and time of the opening of the financial bid.

(vi) The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

(vii) The bidder’s name, bid prices, discounts and such other details considered as appropriate will be announced at the time of opening of the financial bids.

17.4 Comparison of Bids

(i) Only the short-listed bids from the bid evaluation shall be considered for commercial comparison.

(ii) The financial bids will be evaluated on the basis of lowest rates quoted. Taxes will not be considered at the time of evaluation of the Financial Bid.

(iii) The contract will be awarded to lowest evaluated bidder.

(iv) Bidder selected will be offered contract as per the terms & conditions of the Tender Document.

(v) IIT KGP reserves the right to offer the contract to a qualified bidder.

(vi) IIT KGP’s decision in regard to evaluation & selection shall be FINAL and binding on the Agency and same shall not be challenged by the agency before the Court.

17.5 IIT KGP’s RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

(i) IIT KGP reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of IIT KGP’s action. The decision of the competent authority in IIT Kharagpur shall be final and binding on the contractor firm.

(ii) IIT Kharagpur is a restricted area, where movement and routes are restricted. The Contractor shall have to apply for entry passes well in advance for carrying out the work. No claim shall be entertained for any loss on this account.

(iii) The contractor shall at his own cost, if required, take necessary insurance coverage in respect of his staff and other personnel for service to be rendered and shall also, during the time period of the contract, comply with all the relevant labour laws as may be applicable or modified from time to time by the concerned authorities and in no case the IIT Kharagpur would compensate for the losses and damages of material/men power.

(iv) The firm shall comply with all the prevalent rules and regulations in force relating to EPF Act, ESI Act., and Minimum Wages Act etc.

(v) All employees of the Agency/Contractor shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/Contractor at their own cost. The ID Cards will be issued by the Contractor.

(vi) IIT Kharagpur is a ‘No Smoking Zone’. The Contractor should ensure that his employees do not smoke while working in the area. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and chew pan/khaini/tobacco etc. They will not play cards or indulge in ‘gambling’ on the area.

Signature of the Tenderer
Date with Seal
(vii) The agency / contractor will issue identity cards to its outsourced manpower after getting them verified by the Institute authority. It will also be strictly monitored and a fine of Rs. 500/- (Rupees five hundred only) per outsourced worker will be imposed and will be deducted from the bill if any of the outsourced manpower is found without the Identity Card.

(viii) Aprons, scrubs, gloves, uniforms and appropriate shoes/gumboots (according to the nature of work) must be provided by the agency / contractor and the outsourced manpower shall be responsible for proper usage of it. If proper safety guidelines are not followed by the agency / contractor then heavy fine will be imposed on the agency / contractor. Every year, two sets of uniforms bearing name and logo of the agency / contractor have to be given to the outsourced manpower.

(xi) The agency / contractor shall ensure that the manpower deployed in IIT Kharagpur conform to the technical specifications of age, educational and skill qualification prescribed by IIT Kharagpur, Kharagpur.

(x) The agency / contractor should make suitable arrangement for supervision of the manpower supplied and other related works.

(xi) The agency / contractor shall in no case pay its employees less than the minimum mandatory rates per month in accordance with the Minimum Wages fixed by Central Government or as approved by IIT Kharagpur and a record of that should be kept in a register, which shall be made available for examination to IIT Kharagpur, as and when demanded.

(xii) The Attendance for the manpower engaged will be approved by the concerned HOD/HOC/HOS/PIC where the manpower is deployed for duties. The agency / contractor shall maintain a daily attendance register (as per format specified in labour laws and revised from time to time) including the number and names of the workers engaged in the office for works as per scope of the contract. Also it shall maintain a complaint book, which should be made available as and when required.

(xiii) The successful bidder may decide to pay Bonus to its employees, but Institute will not reimburse any payment towards Bonus.

17.6 Service Charge

(i) Service / administrative charges should be in conformity with the Ministry of Finance, Department of Expenditure, PP Division’s OM No. 29(1)/2014-PPD dated 28/01/2014 and notification issued by Govt. of India from time to time in this regard.

(ii) If a bidder quotes ‘NIL’ Charges / consideration, the bid shall be treated as unresponsive and will not be considered.

(iii) While in a separate clarification issued by Ministry of Commerce & Industry vide letter no: 31/14/1000/2014- GA dated 17.09.2014, it has been mentioned that the Quotations offered over and above the minimum wages of the Central/State Govt. (as applicable) pertaining to 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.

(iv) The service charge shall be in percentage and upto two figures after decimal. (e.g. ab.cd%)
Any service charge not adhering to the above guidelines shall be considered unresponsive and such bid shall not be considered. The service charge is also to be at Percentage common to all categories (i.e. unskilled/semi-skilled/skilled/highly skilled manpower).

Service charge quoted by the firm/agency/company would be fixed for the entire period of contact.

Bidders quoting excessively less Service Charge may not be considered for further evaluation. The Service Charge should be calculated after giving consideration to deductions on account of TDS; cost of two sets of uniform, one pair of shoes, stationery, accounting and administrative charges, cost of recruitment process etc. along with suitable profit thereafter to the prospective bidders.

Tender evaluation committee of IIT Kharagpur reserves the right to negotiate with any or all tenderer(s) about the terms of the tender.

17.7 AWARD of Contract

(i) IIT KGP shall evaluate as the most suitable by those eligible bidders whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable by IIT KGP.

(ii) Award of work shall be considered on the basis of requirement as assessed by IIT KGP.

(iii) A work order will be issued by IIT KGP to the successful bidder.

(iv) The Agency should begin the service by 15 (fifteen) days after the award of work order.

(v) The selection of the agency will be at the sole discretion of the IIT Kharagpur.

(vi) The contact for supply of outsourced manpower in at IIT Kharagpur shall be awarded to the qualified tenderer who quotes the lowest rates as per the given Financial Bid Proforma. Decision of IIT Kharagpur will be final in this regard.

(vii) Negotiations on service charge quoted/ terms and conditions shall normally be conducted only with the conforming tenderer(s) whose tender has been found to be clearly the most advantageous to IIT Kharagpur in terms of the evaluation criteria set out in the tender document.

(viii) The Institute reserves the right to engage different service providers / contractors to different Dept. / Office etc. looking into the needs, and other aspects. Selected Service Provider(s) / contractors will be assigned the responsibility of the total requirement of the Institute or any part of the Institute, at the discretion of the Competent Authority.

(ix) Discretion of assigning of number of manpower to various tenderers would be taken as per the recommendations of the Tender evaluation committee / Negotiation committee.

(x) A merit list of the technically qualified service providers / contractors will be prepared based on the lowest service charge quoted by the service providers / contractors. The offer for outsourced services will be made in the process as stated below:

(xi) The Lowest Bidder L-1 (i.e Rank 1 in the merit list) will be awarded the contract with minimum 30% of initial requirement of the required number of Outsourced Manpower and the balance 70% strength of Outsourced Manpower will be distributed equally amongst the other qualified bidders including the L1 bidder who are willing to execute the tender at the service charge quoted by L-1
bidder. However, the Institute reserve the rights to take decision, if necessary, by the Committee as approved by the Competent Authority. In no case the allotment of L-1 bidder will be less and/or equal to the other bidders of initial requirement of outsourced manpower.

In case the L1 rate of service charge is not accepted by the other bidders then the entire contract may be given either to the L-1 bidder or willing Bidders or as decided by the Competent Authority.

In the event of multiple L-1 bidder, the distribution of work shall be done in the following manner:

<table>
<thead>
<tr>
<th>No. of L-1 bidders</th>
<th>% of allotment among the L-1 bidders</th>
<th>% of allotment for the bidder to be agreed to serve at L-1 price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30%</td>
<td>70% including L-1 bidder</td>
</tr>
<tr>
<td>2</td>
<td>40% equally distributed</td>
<td>60% including L-1 bidder</td>
</tr>
<tr>
<td>3</td>
<td>50% equally distributed</td>
<td>50% including L-1 bidder</td>
</tr>
<tr>
<td>4</td>
<td>60% equally distributed</td>
<td>40% including L-1 bidder</td>
</tr>
<tr>
<td>5 and above</td>
<td>100% equally distributed</td>
<td>NIL</td>
</tr>
</tbody>
</table>

If the selected bidders who opt out after the selection, their entire Performance Guarantee will be forfeited.

(xii) However the Competent Authority reserves the following rights:

a) To review the performance of agency/agencies every year by an evaluation committee to be formed by the Competent Authority based upon which the Competent Authority may terminate the contract by giving two months notice and allocate the said outsourced services to agencies according to merit.

b) To drop those engaged service providers / contractors from the list of the service providers / contractors that decline to provide the service for which they have been shortlisted for supply of manpower for any reason whatsoever.

c) To allocate any Dept. / Section / Office etc. to any service providers / contractors

d) To amend the scope and value of the contract.

(xiii) The agency selected for providing outsourced services shall be required to sign (with company/agency stamp) and receive a work order from Institute. By accepting the work order from Institute, the contractor will be deemed to have entered into an agreement with the Institute.

(xiv) The Institute reserve all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Institute in this regard shall be final and binding.

(xv) Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

(xvi) The Institute reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

(xvii) In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Institute reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.
17.8 NOTIFICATION OF AWARD OF TENDER AND ISSUANCE OF 'LETTER OF ACCEPTANCE'

(i) After determining the successful bidder after evaluation, the Institute shall issue a Letter of Acceptance (LoA) in duplicate, which will return one copy to institute duly acknowledged, accepted and signed by the authorized signatory, within 10 days of receipt of the same by the successful bidders.

(ii) The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding to the contractor.

(iii) The contract shall commence from the date of receipt of acceptance of the work order which shall be accepted by the manpower supplier firm within not more than 10 days from the receipt of the order or 15 days from the date of said order, whichever is earlier and shall continue till one year. IIT Kharagpur reserves the right to extend the duration of contract for further three years on half-yearly basis, on the same terms & conditions based on satisfactory performance of the Service Providers unless it is curtailed or terminated by IIT Kharagpur.

17.9 IMPORTANT

(i) The Institute may accept or reject any or all the bids in part or in full without assigning any reason and does not bind itself to accept the lowest bid. The Institute at its discretion may change a criteria/drop any item or part thereof, of the tender document, at any time before placing the work order /contract.

(ii) In case of any dispute or interpretation of clause, decision of the Director, IIT Kharagpur shall be final and binding on the bidders.

(iii) For any technical query, pertaining to this bid document or clarification on scope of work, terms and conditions etc., the Agencies shall contact:

   (i) Deputy Registrar (Estate Office)
   Ph. No: (03222) 282142, 282797
   E-mail: omoffice@adm.iitkgp.ac.in; ompic14@gmail.com

(iv) While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained. Each Bidder should notify the Institute of any error, omission, or discrepancy found in this document.

(v) The tenderer submitting the tender would be deemed to have considered and accepted all the terms and conditions of the contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.

(vi) The Institute reserves the right to add, delete and modify the terms and conditions at any point of time.
17.10 PAYMENT TERMS

(i) Payment shall be made on monthly basis and on receipt of monthly bill/s supported by the attendance sheet of the persons deputed duly certified by HOD/HOS/HOC etc. and proof of payment of wages to Outsourced Manpower, EPF, ESI contribution, GST etc.

(ii) At the end of every month, the agency / contractor will pay the wages (As per minimum rates of Wages notified by GOI, revised from time to time) and benefits i.e. EPF, ESI, etc. to the contractual outsourced manpower based on their attendance record. The agency / contractor shall submit a comprehensive bill including the service charge (on payment of wages made to outsourced manpower exclusive of GST / ESI / EPF etc.) towards the supply of contractual labour with all payment records and other documents (ESIC receipt, EPFO receipts, GST challan etc. as applicable) to the Outsourced Manpower Office, IIT KGP. No reimbursement of labour cost will be made without documentary proof of attendance record, payment of wages and benefits.

(iii) The agency / contractor would ensure that the payment of wages to the manpower is made on or before 5th of every month. There should be no linkage between manpower payment and settlement of contractor's bill from the Institute.

(iv) The agency / contractor shall arrange at its own cost for collection of attendance of outsourced manpower from work place and other requisite supporting documents for submission of bills.

17.11 PRICES

(i) Prices charged by the service provider for the services performed under the contract shall not be the higher than the price quoted by the supplier in his bid, except the revision/ amendment of statutory rates (such as minimum wages, EPF/ ESI or similar nature) by the Government or other statutory authority, wherever applicable.

(ii) In case of reduction of taxes and other statutory duties during the tenure of contract, IIT KGP shall take the benefit of decrease in these taxes/duties / rates for the supplies made from the date of enactment of revised statutory rates/duties/taxes.

(iii) In case of increase in statutory rates/ duties/taxes during the period of contract, the IIT KGP shall revise the prices as per new statutory rates/ duties/taxes for the supplies, to be made during the remaining contract period as per terms and conditions of the Work Order.

17.12 CHANGES IN PURCHASE/ WORK ORDERS

(i) IIT KGP may, at any time, by a written order given to a Supplier/ Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or contract period, or both, and the contract shall accordingly be amended. Any proposal by the Supplier/ Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

17.13 TERMINATION FOR DEFAULT

(i) IIT KGP may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier/ Agency, terminate this contract in whole or in part,

(ii) If the Supplier/ Agency fail to execute the services within the schedule time and satisfactorily, IIT KGP may terminate this contract in whole or in part, or impose the penalty as per clause of tender document.

(iii) If the Supplier/ Agency fails to perform any other obligation(s) under the Contract; and

Signature of the Tenderer
Date with Seal
(iv) If the Supplier/ Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as IIT KGP may authorize in writing) after receipt of the default notice from IIT KGP.

(v) In the event IIT KGP terminates the contract in whole or in part to IIT KGP may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier/ Agency shall be liable to IIT KGP for any excess cost for such similar services. However, the Supplier/ Agency shall continue the performance of the contract to the extent not terminated.

17.14 TERMINATION FOR INSOLVENCY

IIT KGP may at any time terminate the Contract by giving written notice to the Supplier/ Agency, without compensation to the Supplier/ Agency. If the Supplier/ Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IIT KGP.
SECTION IV

Special conditions of the Contract: -

1. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.

2. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

3. IIT KGP reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid as per bid declaration form.

4. The Agency shall be responsible for compliance of all applicable laws, codes, statutory Regulations & established practice as required for performance of services under this contract. Whether now in force or which may hereinafter come in force during the currency of the contract and or extension thereof.

5. Invoices should be in the name of the Registrar, IIT Kharagpur, Kharagpur-721302, Dist: Paschim Medinipur, West Bengal, India.
SECTION V

1. Scope of Work

1. The Institute proposes to outsource some of the services in its Departments/ Centres/ Schools /Administrative Sections etc. The tentative requirement of manpower is as follows:

<table>
<thead>
<tr>
<th>Tentative requirement</th>
<th>Un-skilled</th>
<th>Semi-Skilled</th>
<th>Skilled</th>
<th>Highly Skilled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approximate number</td>
<td>620</td>
<td>110</td>
<td>65</td>
<td>20</td>
</tr>
</tbody>
</table>

2. It must be noted that number of workers may increase or decrease at the sole discretion of the IIT Kharagpur.

3. Some of the outsourced services are such as work of Office attendants, Helper, Grass cutting, Cleaner, Sweeper, Gardener, Electric Meter Reader, Asst. Operator, Asst. Electrician, Asst. Carpenter, Asst. Plumber, Asst. Cook, Asst. Nurse, office Assistant, Library Assistant, Receptionist, Data Entry Operator, etc.

NOTE: The above list of duties and description is only illustrative and not exhaustive.

4. The agency / contractor cannot leave the contract during the contract period. In case the contractor rescinds the contract the performance guarantee shall be forfeited and black listing procedure will be followed as per the prescribed guidelines.

5. The normal working hours shall be Institute working hours. However, the timing may be changed at the discretion of IIT Kharagpur from time to time. In case of urgency/ emergency, the worker can be deployed beyond normal duty hours, which shall be compensated either in monetary or leave form, also for job works and housekeeping the suitable timing will be according to need. For B C Roy Technology Hospital, Security, Sanitary, water works, E&M Section, Transport and automobile and other emergency departments / sections / school shall be governed by their respective HODs. The provision for recording of electronic attendance of the manpower deployed shall be made by the contractor in consultation with the Institute.

6. The required strength of manpower under various categories is indicative only. However, the deployment shall be as per actual requirement.

7. The unskilled / semi-skilled / skilled / highly skilled manpower presently working in IIT Kharagpur, IIT Kharagpur Bhubaneswar Extension centre & IIT Kharagpur Kolkata Campus on contract basis may be engaged by the agency / contractor as per his own terms and conditions.

8. The manpower supplied will be agreed on after assessing suitability of the manpower by the Institute.

9. The Institute encourages women’s participation in the Institute to promote equality of opportunity between men and women.

10. Engagement of Children (5 yrs - <14 Yrs), Adolescents (14 Yrs -<18 Yrs) and Senior Citizen (>60 Yrs) as an Outsourced manpower is strictly prohibited under the contract.

11. The engagement of the persons deputed will be on No work – No pay basis. However, 04 paid holidays (Republic Day, May Day, Independence Day and Gandhi Jayanti) will be granted to them. Paid holidays during Durga Puja celebration can be facilitated on prior approval from the Competent Authority.

12. Agency / contractor needs to submit the fitness certificate of manpower deputed for the services in Institute from Medical Officer of the Govt. Hospitals.

13. The Institute would raise an indent for manpower requisition, clearly defining the role profiles including duties and responsibilities of the manpower needed. The role profile will clearly give details of competencies / skills needed, educational qualifications, relevant experience and estimated duration of requirement. The agency would be required to send resume of the candidates having relevant experience.
2. **OFFICIAL RECORDS:**

1. The contractor shall maintain complete official records of disbursement of wages, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the Institute.

2. The contractor shall maintain a personal file in respect of all the staff, which is deployed in The Institute. The personal file shall invariably consists of personal details such as name, address, date of birth, gender, residential address, (Temporary / Permanent) etc. and all grievances recorded by the staff vis-a-vis action taken etc.

3. The contractor shall furnish an undertaking that within ten days of the close of every month they will submit to the Institute a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.

4. Each bill for supply of outsourced manpower must accompany the:
   
   (a) List of employees with their date of engagement
   
   (b) The amount of wages (The contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
   
   (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC.
   
   (d) Declaration of the contractor regarding compliance of EPF I ESIC requirements.

5. All the records / registers as specified in the labour laws shall be maintained and shall be put up for inspection as when instructed by the Institute or by the appropriate inspection agency.

6. The particulars / scope of the work are provisional and must be considered only as advance information to assist the applicant.
Section VI
(Other terms and conditions)

1. CODE OF CONDUCT:

(i) The Contractor shall strictly observe that its staff:
   a) Are always smartly turned out and vigilant.
   b) Are punctual and arrive at least 15 minutes before start of their duty time.
   c) Take charges of their duties properly and thoroughly.
   d) Perform their duties with honesty and sincerity.
   e) Read and understand their post and site instructions and follow the same.
   f) Extend respect to all Officers and staff of the office of the Institute.
   g) Shall not drink liquor on duty, or come drunk and report for duty.
   h) Will not gossip or chit chat while on duty.
   i) Will never sleep while on duty post.
   j) Will not read newspaper or magazine while on duty.
   k) Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to Contractor and the Institute.
   l) When in doubt, approach concerned person immediately.
   m) Get themselves checked by security personnel whenever they go out.
   n) Do not entertain visitors.
   o) Shall not smoke in the office premises.
   p) Violation of code of conduct may lead to withdrawal of service of outsourced manpower and / or service provider / contractor.
   q) Do not leak the important document and confidential information of the institute etc.

2. CONFIDENTIALITY

(i) The Contractor shall strictly observe that its staff:
   a) The phone number and movement plans of any officers(s)/official(s) shall not be given to anyone.
   b) Car make, colour and number of any officer(s)/official(s) shall not be given to anyone.
   c) Telephone no. / Any other information.
   d) Location and movement plans.
   e) Meetings and conference schedules.
   f) Site plan of the premises.
   g) Travel details.
   h) Assets of the office etc.

3. INDEMNIFICATION

(i) The successful bidder is solely liable to fully indemnify and keep the Institute indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Institute on account of acts of omission/commission attributable to the contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. The Institute shall be vested with sole discretion to determine damages /loss suffered on account of above firm, the dues payable from Performance Security Deposit or Performance Guarantee or from the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the contractor at any point of time.

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Signature of the Tenderer
Date with Seal
(ii) In case of any damage or loss caused to IIT Kharagpur property by the outsourced manpower, the same shall be charged from the manpower supplier agency / contractor. The manpower supplier agency / contractor shall submit an affidavit on non-judicial paper of Rs. 100.00 (One Hundred only) stating therein that he / she / agency will bear the loss out of his own.

4. **Confidentiality**

The tender document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Tender document is provided to the Recipient on the basis of undertaking of confidentiality given by the recipient to Institute. Institute may update or revise the document or any part of it and would subsequently be made available on web portal as well as on Institute website. The Recipient acknowledges that any such revised or amended document is deemed to be received through portal, subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, agent, or other person associated or affiliated in any way with Institute or any of its customers or suppliers without the prior written consent of Institute.

5. **Tender disclaimer**

(i) This Tender document containing Annexure and subsequent Addenda and Corrigenda (if any) has been prepared solely for the purpose of enabling the Institute to select a Service Provider for supply of unskilled/ semi-skilled / skilled / highly skilled manpower for various outsourced services in IIT Kharagpur as per specifications, terms and conditions and scope defined in this tender document.

(ii) The Bidder will be required to be innovative, capable and would need to extend all their resources in order to meet the expectation of Institute towards providing the required services. This document is not a recommendation, offer or tender to enter into a contract, agreement or other arrangement in respect of the supply and services as per the scope of this document.

6. **Costs to be borne by Bidders**

All costs and expenses incurred by Bidders in any way associated with the preparation and submission of their responses to the tender document, including but not limited to attendance at meetings, discussions, presentations, demonstrations, etc. and providing any additional information required by Institute, will be borne entirely and exclusively by the Bidder and Institute shall not be liable for any costs and/or expenses in relation to responses to the tender document and/or shall not entertain any requests / representations regarding bearing/sharing of costs and/or expenses.

7. **Legal Relationship**

No binding legal relationship will exist between any of the Bidders and the Institute until execution of a definitive legal agreement.

8. **Disqualification**

Any form of canvassing/ lobbying/ influence/ cartelization, etc. by the Bidder may result in disqualification and rejection of such Bidder.
9. **Acceptance of Terms**

(i) The purpose of the tender document is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the tender document. Though the tender document has been prepared with sufficient care and diligence with an endeavour to provide all required information to the potential Bidders, the Institute acknowledges the fact that the potential Bidders may require more information than what has been provided in the tender document. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from the Institute. The Institute reserves the right to provide such additional information/clarification at its sole discretion.

(ii) The Institute makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the tender document. A Bidder will, by responding to the Institute’s tender document, be deemed to have fully read, understood and accepted all the terms as stated in this tender document. It is the Bidder’s responsibility to:

   (a) Properly understand and examine the tender document;
   
   (b) Examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
   
   (c) Satisfy itself as to the completeness, correctness and sufficiency of its response;

10. **LIABILITIES OF THE INSTITUTE**

(i) This Tender is not an offer by the Institute, but an invitation for Bidder responses. No contractual obligation on behalf of the Institute whatsoever shall arise from the tender process unless and until a formal Service Agreement is signed and executed by duly authorized officials of the Institute and the selected Bidder/s.

(ii) Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the definitive agreement, without prejudice to the other actions that the Institute may take. All the submissions, including accompanying documents, will become the property of the Institute and in no case the submitted documents will be returned to the bidder.

11. **Deployment of Outsourced Manpower**

1. The agency / contractor shall submit a list of all personnel deployed by them in the entire campus giving all details of age, address, contact number, qualification, experience etc., in respect of each personnel to IIT Kharagpur. Personnel who are qualified to carry out the duties assigned to them and are competent with past experience of having worked satisfactorily in the past should only be deployed. They should also be physically fit and of proven integrity. Herein after referred to as the ‘Outsourced Manpower’.

2. The Outsourced Manpower deployed should not deal with IIT Kharagpur officials for their personal / HR issues. All issues will be addressed through the Service Providers.

3. The Institute or the Nominated person (by the Institute), shall be at liberty to object to and require the agency / contractor to remove / forthwith any person employed by them from IIT Kharagpur if, in opinion of IIT Official, such person misconducts himself, is incompetent or negligent in proper performance of his/her duties or whose employment is otherwise considered undesirable. The decision of The Institute or the Nominated person shall be unquestionable and final and the contractor shall be under obligation to replace such a person.

4. All outsourced manpower as per record in Outsourced Manpower office will be utilized by the agency / contractor and no additional/substitute entry is allowed. The contractual outsourced manpower shall be placed at all times under exclusive supervision of the agency / labour
contractor and under the exclusive supervision of supervisors at place of work in Departments/ Centres/ Schools /Administrative Sections. IIT Kharagpur reserves the right to reallocate / distribute contractual outsourced manpower from one place of engagement to the other. It is also mandatory that the agency / contractor keeps a complete record of background, origin and contact information of outsourced manpower utilized by him/her which should be provided upon the request from the Institute.

5. Any outsourced worker remaining absent for two months without written information will be terminated by the concerned contractor. Likewise, any outsourced worker not performing assigned duty must be given written warning by the concerned contractor with a copy to IIT Kharagpur. Upon repeated warning, IIT Kharagpur as principal employer can recommend removal / withdrawal of service of such outsourced manpower.

6. If the Institute wants to increase the manpower in the near future, looking into increase / expansion of administrative buildings or increase in the area of the deployment, this additional manpower so deployed by the manpower supplier firm / contractor, will be approved prior to its engagement and proportionate wages will be paid as per minimum wages. The manpower supplier firm / contractor have to submit separate bill for extra manpower deployed as per requirement, including on special occasions and as per the same terms & conditions of the work order/contract.
SECTION-VII

SUBMISSION OF THE TENDER

1. The tender shall be in a two bid system.

(a) Part I - Technical Bid (Annexure - ‘A’): Containing information regarding experience, business turnover, and other details of the firm, to evaluate the suitability of the bidder.

(b) Part II - Financial Bid (Annexure - ‘B’) shall be submitted in the attached MS Excel file. The same shall be uploaded on the website.

2. The Bidder shall give an undertaking that he/she will comply with all the conditions in the tender documents. For this purpose all the pages of the Tender document including the annexes and copy of certificates/document should be signed by the authorized person of the Firm along with the seal of the firm and should be uploaded in e tender.

3. Acceptance of bids & withdrawals: The right of final acceptance of the tender is entirely vested with The Registrar, IIT Kharagpur who reserves the right to accept or reject, any of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of IIT KGP to communicate with rejected bidders. After acceptance of the tender, the bidder shall have no right to withdraw his tender. The tender acceptance authority may also reject all the tenders for reasons such as change in the scope of work, lack of anticipated financial resources, court orders, accident, calamities etc. and other unforeseen circumstances.

4. In case, if the due date for any event related to this tender happens to be a holiday, the same will be held on the next working day. The timings will however remain unchanged. Please Note that the Institute remains closed during Saturdays & Sundays.
### FORMAT FOR TECHNICAL BID (PART -I)

(Upload duly signed scanned copies of all documents in PDF format on online portal of CPPP)

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Descriptions</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Registration Certificate of the Firm/Enterprise /Proprietor</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Power of Attorney / Authorisation</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Appropriate business licences / Registration</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>GST, PAN, ESI, EPF</td>
<td></td>
</tr>
</tbody>
</table>

Copies of valid licences under Act/ Rules promulgated by Centre/State. Last 3 months challan, IT and GST clearance.

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Descriptions</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Certificate of monetary values of service provided for last three years</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>List of organisations with duration of service rendered</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Copies of work orders and experience in similar services during last five years</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Evidence of adequate working capital for this contract (Solvency Certificate)</td>
<td></td>
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<tr>
<td>9</td>
<td>Information regarding any litigation, current or during the last five years, in which the bidder is involved, the parties concerned and disputed amount;</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Declaration regarding blacklisting / debarring for taking part in tender</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Audit financial statements of last three years</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Income tax return for the last three financial years (attach copies)</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Bank account details</td>
<td></td>
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<tr>
<td>14</td>
<td>Authority to seek references from the bidder’s bankers;</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Details of licence issued under contract labour (regulation and abolition) act against work order of previous employer, if any.</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Total turnover of the agency during last three financial years (attach copies)</td>
<td></td>
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<tr>
<td>17</td>
<td>Is the company/firm ISO 9001-2015 certified if ‘yes’</td>
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<tr>
<td>18</td>
<td>Brief Note / Other relevant information, if any.</td>
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<tr>
<td>19</td>
<td>Letter of authorisation (in the name of contract person) representing the company</td>
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<tr>
<td>20</td>
<td>Bid Security Declaration</td>
<td></td>
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<tr>
<td>21</td>
<td>Tender fee / Exemption certificate</td>
<td></td>
</tr>
</tbody>
</table>
DECLARATION REGARDING BLACKLISTING / DEBARRING
FOR TAKING PART IN TENDER

(To be executed & attested by Public Notary / First class Magistrate on Rs100/- non judicial Stamp paper by the Tenderer)

1. I/ We ______________________ (Tenderer) hereby declare that the Tenderer namely M/s. ____________________________ has not been blacklisted or debarred in the past by Union / State Government or any Organization from taking part in Government tenders in India and has no litigation in any of the Labour Court(s).
   (Or)

   I / We ______________________ (Tenderer) hereby declare that the Tenderer namely M/s. ____________________________ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____________ years w.e.f ____________ to _____________. The period is over on__________________ and now the firm / company is entitled to take part in Government tenders.

2. That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be and that he has never been punished by any Court.

3. That there are no dues towards income tax as on the date of the affidavit.

4. In case the above information found false, I / we are fully aware that the tender / contract will be rejected/cancelled by Director, IIT Kharagpur, and Performance Security shall be forfeited.

5. In addition to the above Director, IIT Kharagpur will not be responsible to pay the bills for any incomplete /partially completed work.

DEponent

Attested:
(Public Notary / Executive Magistrate)
Name ______________________
Address ______________________

Signature of the Tenderer
Date with Seal
LETTER OF TRANSMITTAL
[To be submitted in the organizational letterhead]

From
(Full Address of the Applicant)

To:
The Registrar
Indian Institute of Technology, Kharagpur

Date:

SUBJECT: SUBMISSION OF PRE-QUALIFICATION APPLICATION FOR ENGAGEMENT OF AGENCIES FOR PROVIDING OUTSOURCED MANPOWER FOR OUTSOURCED SERVICES IN THE INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

Sir,

I / We having examined the details given in the Tender Document Ref. No. IITKGP/OM/Tender 2020-21/01 for Engagement of agencies for supply of unskilled/ skilled/ semi-skilled/ highly skilled manpower for various outsourced services in IIT Kharagpur at lowest service charge rate quoted by the bidders or as decided by the institute as published in the newspaper and on the Institute website, we hereby submit the Pre-qualification documents.

1. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.

2. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.

3. We undertake that, if any information or document is found to be false or forged, my application/engagement is liable to be rejected / cancelled by the IIT Kharagpur at any point of time and Performance Guarantee may be forfeited.

Enclosures: nos.

Date of submission:

Signature of Applicant
Name of the Organization
(Company seal)
FINANCIAL INFORMATION

1. Financial Analysis – Details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for 3 (three) years ended on 31st March 2021 in Lakhs and certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Details</th>
<th>Financial Year</th>
<th>Financial Year</th>
<th>Financial Year</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>(1) 2018-19</td>
<td>(2) 2019-20</td>
<td>(3) 2020-21</td>
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<tr>
<td>i)</td>
<td>Gross annual turnover in labour contract services</td>
<td></td>
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<tr>
<td>ii)</td>
<td>Profit / Loss</td>
<td></td>
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</table>

2. Financial arrangements for carrying out the proposed works.

Note: Attach additional sheets, if necessary

(Signature of Applicant)
Details of all Works of Similar Nature Completed during the Last Five Years or more as on the last date of submission

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of work/contract and location</th>
<th>Owner or sponsoring organization</th>
<th>Nature of sponsoring organization (Govt/PSU/Private)</th>
<th>Scope of work including capacity</th>
<th>Date of commencement as per contract</th>
<th>End date of the contract</th>
<th>Stipulated period</th>
<th>Monetary value of the work executed/in hand</th>
<th>Name, address and telephone of the officer to whom reference may be made</th>
<th>Remarks</th>
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Scanned copies of Necessary supporting documents (work orders and experience certificate) must be attached.

(Signature of applicant)
(Upload duly signed scanned copies of the document in PDF format on online portal of CPPP)

Solvency Certificate
[Format for Solvency Certificate]

To,
The Registrar
Indian Institute of Technology Kharagpur
Kharagpur- 721302
West Bengal

Solvency Certificate

This is to certify that to the best of our knowledge and information, M/s........................................ (address) .............. a customer of our bank is respectable and be treated as good for an engagement up to a sum of Rs...................................... (Solvency amount) ...................... only as on............. (Date of Certificate).

This Certificate has been issued without any risk and responsibility on the part of the Bank or any of its officers. This certificate is issued at the specific request of the customer.

Yours faithfully,

For.................................. Bank

Bank Officer with designation and seal
FORM OF PERFORMANCE GUARANTEE BY BANK GUARANTEE

In consideration of the Director, IITKGP having agreed under the terms and conditions of Letter of Intent / Agreement No. .......... dated .......... made between ............................................................... and ............................................................... (hereinafter called "the said Contractor(s)") for the work ........................................................................................................................ (hereinafter called "the said Letter of Intent / Agreement") having agreed to production of an irrevocable bank Guarantee for Rs. .......... (Rupees ...................... only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we ........................................................................(Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to IITKGP an amount not exceeding Rs. .................................................................(Rs. ................................................................. only) on demand by IITKGP.

We ........................................ (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from IITKGP stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ................................................................. (Rupees. ................................................................. only).

We, the said bank, further undertake to pay to IITKGP any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

We........................................ (indicate the name of 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 IITKGP under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the IITKGP certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We ........................................ (indicate the name of Bank) further agree with IITKGP that IITKGP shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder 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 IITKGP 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 of omission on the part of IITKGP or any indulgence by IITKGP 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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Signature of the Tenderer
Date with Seal
We, ........................................ (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of IITKGP in writing.

This guarantee shall be valid up to .............................., unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .............................. (Rupees .......................................................... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the ................... day of .......................... for ..........................................................(Indicate the name of Bank)

* * *

(Note: The Letter of Intent shall form part of the Agreement)
BID SECURITY DECLARATION FORM

Date:   /   /2021  

To,

The Registrar

Indian Institute of Technology Kharagpur

Po: Kharagpur, Dist: Medinipur (West)

Kharagpur - 721302

I/We the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be suspended from bidding for any contract with the Indian Institute of Technology Kharagpur for a period of 1 (one) year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a)  Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b)  Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i)  Fail or reuse to execute the contract, if required, or

(ii)  Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

(i)  the receipt of your notification of the name of the successful Bidder; or

(ii)  thirty days after the expiration of the validity of my/our Bid.

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

Signed:  

In the capacity of:  

Name:  

Duly authorized to sign the bid for an on behalf of

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

(insert legal capacity of person signing the Bid Security Declaration)

(insert complete name of person signing the Bid Security Declaration)

(insert complete name of Bidder)

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

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)

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Signature of the Tenderer

Date with Seal
Experience Certificate

To Whom So Ever It May Concern:

This is to certify that ____________________________ (Name of the contractors firm) provided/has been providing ____________________________ (type of service) service to us from ________________ (start date) to ________________ (end date).

In qualitative terms, the service provided by is excellent / good / satisfactory / unsatisfactory (strike out whatever does not apply).

Date: ____________________________

(Signature of the Issuing Authority)

Name and Organization's seal

Note: Please indicate the page numbers where documents uploaded / attached. The entire tender document should be serially page numbered including enclosures.

N.B.: - 1. All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.

2. Separate page, if required may be used for the stated information with same format.
Financial BID FORM

No. IITKGP/OM/Tender/2020-21/01  DATE:  /2021

To
The Registrar
Indian Institute of Technology Kharagpur
P.O.: Kharagpur; Dist: Medinipur (West)
Kharagpur - 721302

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos. (If any) the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide as per tender terms and conditions in conformity with the said services to be rendered, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the services specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.

If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for 3% of the value of contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Purchase Order/ Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

We have applied and have submitted required bid security as per the terms & conditions /clause of tender document.

Dated this ...................... day of ...................... 2021

Name and Signature ..............................

In the capacity of ..............................

Duly authorized to sign the bid for and on behalf of..................................................

Signature of the Tenderer
Date with Seal
Note:

a) It is mandatory on bidder to quote as asked for in the Tender form. Failure to adhere to the condition will lead to rejection of Bid. The bidder should quote unconditional rates neatly written without any overwriting, cutting, using white fluid etc. and duly signed and stamped on all pages.

b) Contractor shall acquaint himself fully with site conditions and the working environment of IIT Kharagpur before quoting his rates. He is advised to do a complete survey at his own of all the buildings before offering rates. No compensation on account of any site difficulties will be entertained at a later date after award of works.

c) Bid documents once submitted will remain with Institute and will not be returned to the bidders.
### CHECKLIST FOR THE TENDERER

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirements</th>
<th>Yes/No</th>
<th>Page No.</th>
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</thead>
<tbody>
<tr>
<td>01</td>
<td>Minimum 5 (five) years’ experience from bid submission last date in the field of Services provided</td>
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<tr>
<td>02</td>
<td>Annual Turnover of the estimated cost of the tender in each of the Preceding three financial years (i.e. 2018-19, 2019-20 and 2020-21) as given in Section III, Para 2.</td>
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<td>03</td>
<td>A bid form and financial schedule at a prescribed Format/ Schedule</td>
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<td>04</td>
<td>Bid Security Declaration Form</td>
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<tr>
<td>05</td>
<td>Audited Financial Statement and ITR for last three financial years(i.e. 2018-19, 2019-20 and 2020-21)</td>
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<td>06</td>
<td>PAN, IT, GST etc. clearance certificate and last 3 months challan of ESI, EPF.</td>
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<td>07</td>
<td>Registration Certificate/Certificate of incorporation</td>
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<td>08</td>
<td>Work completion certificates of Government Ministries/ Departments/PSUs/autonomous bodies/ statutory bodies etc. as given in Section III, Para 2 during the financial year 2018-19, 2019-20 and 2020-21 for supply of outsourced manpower and related activities.</td>
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<td>09</td>
<td>The firm registered with labour Dept. of State/Central Government (please attach documents)</td>
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<td>10</td>
<td>Bank account details</td>
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<td>11</td>
<td>Authority to seek references from the bidder's bankers;</td>
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<td>12</td>
<td>Lists of clients with reference with name, designation and contact details</td>
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<td>13</td>
<td>Brief on the Services provided during the last five years</td>
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<td>14</td>
<td>List of offices/branches in India, with address and contact details</td>
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<td>15</td>
<td>Contact Person Mobile No., Land Line &amp; email id.</td>
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<td>16</td>
<td>Whether all the Pages of Tender Document are stamped and signed</td>
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<td>17</td>
<td>Whether Bid Form Part I and Part II are filled up</td>
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<td>18</td>
<td>Self-attested copy of firm/company registration certificate and associated documents</td>
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<td>19</td>
<td>Self-Attested copy of latest Income Tax return</td>
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<td>20</td>
<td>Self-Attested copy of PAN/CIN No., GST, EPF &amp; ESIC registration certificate</td>
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<td>21</td>
<td>Self-Attested copy of Experience and work completion certificate</td>
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<td>22</td>
<td>Declaration regarding Blacklisting/Debarring from taking part in Govt. tender</td>
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<td>23</td>
<td>An affidavit on non-judicial paper of Rs. 100.00 (Rupees One Hundred only) stating therein that the service providers/ Contractors will bear the loss out of his own.</td>
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<td>Tender fee - Rs. 5000/- through DD drawn in favour of IIT Kharagpur and photocopy of all documents uploaded with e-tender in sealed envelope should be sent to the Deputy Registrar (Estate Office), IIT Kharagpur, Kharagpur -721302, West Bengal.</td>
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<td>25</td>
<td>Solvency certificate</td>
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<td>26</td>
<td>Information regarding any litigation, current or during the last five years, in which the bidder is involved, the parties concerned and disputed amount;</td>
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*Supportive Documents should be enclosed for fulfilling Eligibility criteria by the bidders.*

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Signature of the Tenderer  
Date with Seal