

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-05-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-05-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Education
Department Name/विभाग का नाम	Department Of Higher Education
Organisation Name/संगठन का नाम	Indian Institute Of Technology (iit)
Office Name/कार्यालय का नाम	Ropar
Item Category/मद केटगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Admin; As per tender
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	200 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	42000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	100000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	27

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Registrar
Ropar, Punjab-140001
(Registrar Indian Institute Of Technology Ropar)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1714538377.pdf](#)

Scope of work & Job description:[1714539720.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; As Per Tender (160)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Type of Function	Admin
List of Profiles	As per tender
Educational Qualification	As per tender
Specialization	As per tender
Post Graduation	Optional
Specialization for PG	As per tender
Experience	As per tender
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0
Designation	As per tender
Title for Optional Allowances 3	0

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Diwakar Sharma	140001,M. Visvesvaraya Block, Indian Institute of Technology Ropar	160	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 504 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.53 • EPF Admin Charge (INR per day) : 2.53 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 16.38 • Provident Fund (INR per day) : 60.46 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 24

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Bidder has to submit all the relevant certificates/documents as documentary proof for the technical eligibility conditions as mentioned in Annexure-I of the bid document.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी

गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



INDIAN INSTITUTE OF TECHNOLOGY ROPAR

Rupnagar, Punjab-140001

Ph. 01881-241283, e-mail: facilities.office@iitrpr.ac.in

File No. 03-24/MAN/FAC/IITRPR/PS/

Dated: 30/04/2024

भारतीय प्रौद्योगिकी संस्थान रोपड़ नीचे दिए गए विवरण के अनुसार आईआईटी रोपड़ को आउटसोर्सिंग के आधार पर मैन-पावर सेवाएं प्रदान करने के लिए एजेंसी की नियुक्ति की प्रक्रिया में है:

Indian Institute of Technology Ropar is in the process for Engagement of Agency for providing Man-Power services on outsourcing basis to IIT Ropar as per details under:

मद का विवरण Details of the item	Tender for Engagement of Agency for providing man-power on outsourcing basis to IIT Ropar
बयाना जमा करने के लिए जमा राशि Earnest Money Deposit to be submitted	Rs. 1,00,000.00/-

कोई भी मैन्युअल बोली स्वीकार नहीं की जाएगी. सभी कोटेशन (तकनीकी और वित्तीय दोनों को GeM पोर्टल में प्रस्तुत किया जाना चाहिए)।

No manual bids will be accepted. All quotations (both Technical and Financial should be submitted in the GeM Portal).

(कुलसचिव / Registrar)

SCHEDULE

Name of Organization	Indian Institute of Technology Ropar	
Tender Type (Open/Limited/EOI/Auction/Single/Global)	Open	
Tender Category (Services/Goods/works)	Services	
Type/Form of Contract (Work/Supply/Service/Buy/Empanelment)	Services	
Last Date and Time for Uploading of Bids	22/05/2024 (15:00 Hrs)	
Date and Time of Opening of Technical Bids	22/05/2024 (15:30 Hrs)	
Tender Fee/EMD	Rs. ____NIL____(For Tender Fee) Rs. 1,00,000/- (For EMD)	
	(To be paid through RTGS/NEFT. IIT Ropar Revenue Account Bank details are as under:	
	Name of the Bank A/C	: IIT Ropar Revenue Account
	SBI A/C No.	: 37360100716
	Name of the Bank	: State Bank of India
	IFSC Code	: SBIN0013181
	MICR Code	: 140002008
	(This is mandatory that UTR Number is provided in the on- line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)	
No. of Covers (1/2/3/4)	2	
Bid Validity days (180/120/90/60/30)	180 days (From last date of opening of tender)	
Address for Communication	Assistant Registrar, Facilities Section, M. Visvesvaraya Building, Indian Institute of Technology Ropar, Rupnagar – 140001	
Contact No.	01881-231283, 232651	
Email Address	facilities.office@iitrpr.ac.in, ar.facilities@iitrpr.ac.in	

(Registrar)

Tender Notice No. 03-24/MAN/FAC/IITRPR/PS/2024

Tender for Engagement of Agency for providing man-power on outsourcing basis for IIT Ropar

Sealed tenders are invited on behalf of Director, IIT Ropar from reputed and registered service providers/firms/agencies for providing manpower to IIT Ropar on outsource basis depending upon the requirements from time to time as per terms and conditions laid down in the Tender Document. The services of the Manpower Agency would be required initially for a period of two years, extendable further subject to satisfactory performance of the contract.

Eligibility Criteria:- The Agency should meet the following minimum criteria for evaluation of bids:-

- 1) Only bonafide Service Providers having experience of minimum three years of supplying manpower services to Ministries/Govt. Departments/Govt. Institutes/PSU's/Corporate Sector/Autonomous Bodies/ IIT's/CFTI with manpower of at least 50 persons. Certificate of successful completion/running of the contract from the existing/previous clients showing manpower of atleast 50 persons must be enclosed.
- 2) Must be registered with EPF/ESI/ Service Tax Authorities. Registration certificate with appropriate authorities must be enclosed with the technical bid.
- 3) Minimum average annual turnover of Rs. 2.00 crores during the last three years through manpower supply services.
- 4) The Agency should not have been blacklisted by any Govt. Organisation. Autonomous Body /PSU etc. The Agency must enclose declaration to this effect at the time of submission of bid as per format provided along with Tender Document.
- 5) The Tenders should be signed on all the pages of the Tender Document along with the Official Seal/Stamp.

Evaluation of Bids:

The technical bids would be evaluated by a Committee. The bids which do not contain the information as desired or are not supported by necessary documents including bid security fee will be treated as non responsive and will not be evaluated. Only those bids will be evaluated which are determined to be substantially responsive and meet the requirements set forth by the Institute.

EVALUATION CRITERIA (SEGREGATED TYPE)

1. The Client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
2. The financial bid of those bidders will be opened who are found to be technically qualified by the committee.

DETAILS OF MANPOWER REQUIRED:

Tentatively 160 manpower is required under various categories.

EMOLUMENTS:

The wages to be provided to the employees shall be decided by the IIT Ropar.

The Agency will make payment to the staff on a monthly basis by the 5th of each month in the individual accounts of the outsourcing staff. The Bank Accounts shall be opened in any Nationalised Bank. The Agency shall open the bank Account of each employee so deployed within 15 days from the date of their engagement. The Agency will submit the invoice/claim to the IIT Ropar on a monthly basis. The payment to the Agency shall be released within 15 days from the date of receipt of invoice provided the claim of the Agency is found

to be in order from all angles. The Income Tax deducted at source and such other taxes /levies as are required by law to be deducted shall be deducted from the charges payable to the Agency. The Agency shall furnish details of disbursement made to the staff indicating the amount of remuneration received from the IIT Ropar against each individual, amount deducted on account of statutory deductions such as ESI/EPF etc., as employee's share and net amount paid to each individual duly supported by details of payments made to the contractual staff before presenting claim for the next month.

Terms & conditions:-

1. The services of the manpower provided by the Agency to the IIT Ropar shall be initially for a period of two years from the award of contract and may be extended further subject to satisfactory performance and compliance of all terms and conditions of agreement. Subsequent extension on satisfactory performance will be at the sole discretion of IIT Ropar. The performance of the Agency shall be reviewed every six months.
2. Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by IIT Ropar and the decision of the IIT Ropar will be final in this regard. In case IIT Ropar in its discretion finds any deployed person as not desirable and not suitable for whatever reasons in the sole discretion of the IIT Ropar and upon so being notified by IIT Ropar, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to IIT Ropar. The Agency alone shall exercise the control over the personnel deputed and the personnel shall be governed by the rules and regulations of the Agency.
3. That the Agency will submit the EPF/ESI account of each individual employee appointed on outsourcing basis showing therein the total deposit of EPF/ESI account in a particular financial year of the Institute for information. The bills for persons not covered under ESI/EPF as per GoI rules would be raised accordingly. If any employee does not have any EPF/ESI account then the Agency will open the account of the employee within 15 days from the date of engagement and submit the proof to IIT Ropar. Moreover, if any employee does not have an EPF passbook and ESI card the same will be provided by the Agency.
4. That it is further understood and agreed between the parties that any changes in the payments structure viz ESI, EPF, Bonus, gratuity and GST etc. as per the change in the law are recoverable from the client within the said statutory provisions of law. The service providers will be raising bills on the CLIENT accordingly.
5. The Agency will raise the salary invoice to the institute by the first of the following month after approval of attendance. The Agency is required to pay the employees by 5th of the following month positively without waiting for the payment to be released by the institute. Any adjustment for the services rendered in the month, shall be made in the subsequent month. In case if the Agency fails to pay the salary by 5th of every month, the penalty as deemed fit shall be imposed by IIT Ropar.
6. The agency will ensure deposit of EPF/ESI contribution both employees and employer share in time and issue the salary slips & ESI cards to all the employees within 15 days after issue of LOI , if any discrepancy is found in this at any stage, the institute will impose the penalty as deemed fit.
7. The Agency will handover appointment letters to the employees, giving details of his/her service conditions and details of salary with breakup and also send a copy of the appointment letter to the institute. The format of appointment letter as such shall be approved by the IIT Ropar
8. Contribution towards ESI, EPF and other statutory obligations will be paid by the Institute as per rules to the Agency. The Agency claim in bills regarding ESI, EPF, GST etc. should be accompanied by documentary proof of remittance of amount with respective authorities pertaining to the previous month indicating the name of employees and the amount deposited there against failing which subsequent payment to the Agency shall be withheld.
9. The contractor has to submit the labour license with 15 days from Government of India, Ministry of Labour , Office of the Licensing Officer and Assistant Labour Commissioner (Central) Jalandhar for providing manpower services at IIT Ropar valid for contract period and appropriate number of manpower.
10. The GST on the bills raised by the Agency will be paid as per Rules applicable. However, the Agency has to attach the challan in support of proof of having remitted the same with GST authorities of the preceding month along with succeeding months' bill to the institute.

11. That all the payments to be made for the services provided by the Agency shall be made directly to the Agency who will raise the bill accordingly on a monthly basis. No payment shall be made directly to the personnel so deputed by the Agency.
12. The Agency shall not charge any amount from the employees recruited for IIT Ropar.
13. The Agency will designate a person who will be responsible for handling the employees affairs as respective contract manager who shall visit the institute twice in a month to attend the queries/grievances of the employees.
14. The personnel provided by the Agency to IIT Ropar shall be available for work on all office days from 8:45 a.m. to 5.30 p.m. However, depending upon the exigencies of work, the personnel may be required to work late beyond office hours or on holidays.
15. Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for the IIT Ropar. The Agency should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated. Violation of this shall attract a warning at first instance and may lead to termination of contract on second instance.
16. IIT Ropar shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.
17. Agency shall not sub-contract the services of personnel sponsored by them.
18. IIT Ropar reserves the rights to award the contract/work in full or in parts to any Agency and also terminate the contract/work at any stage if the performance of the Agency is found to be NOT satisfactory.
19. A security of Rs. 1,00,000/- in the shape of "Deposit At Call" and a Bank Guarantee of Rs. 21 Lakhs in the name of Registrar IIT Ropar" payable at Ropar' from National Bank on the award of contract. The Performance Guarantee from any National Bank should be valid up to 3 months beyond the date of expiry of the contract.
20. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the IIT Ropar shall have the right to claim the damages from the Agency.
21. The Agency shall keep the Institute indemnified through a fidelity bond of Rs. 05.00 lacs issued by a reputed insurance company against any loss caused to the Institute by the employees deployed by the Agency at various points. He shall be liable for paying for any loss caused to the Institute. In case any employee of the Agency so deployed enters into dispute of any nature whatsoever it will be the sole responsibility of the Agency concerned to contest the same. In case Institute is also made a party and is required to contest the case, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the Institute by the Agency. Further, the Agency shall ensure that no financial or other legal liability of any nature comes to the Institute in this respect.
22. The Institute shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Agency under this Contract or out of the security deposits of the Agency.
23. The Agency shall be liable for meeting all the statutory requirements as provided by the Acts governing labour laws i.e. Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Employees Provident Funds (EPF) Act 1952, Employee State Insurance Act including EDLI, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Private Security Agencies (Regulations) Act 2005, National, Casual, Annual Festival, Maternity Leave Acts as applicable and as amended from time to time and or any other rule framed there under from time to time by the Central or State Government and or any authority constituted by or under any Law, for the category of persons deployed by Agency. The rates so allowed to and paid to the Agency shall include all such statutory liabilities and no excess amount shall be paid by IIT Ropar.

24. It will be the full responsibility of the Agency to deposit the statutory liabilities as applicable as per rule to the concerned department of the Central / State Government or the controlling Agency, duly furnishing a copy to IIT Ropar.
25. The Agency shall issue the Salary slips to the employees by 15th of every month in case of default the penalty as deemed fit shall be imposed by IIT Ropar. The salary slips shall be issued in the format provided by the institute.
26. That the first party i.e. IIT Ropar shall not be liable for any default on the part of the Agency on his failure to fulfill the statutory requirements and the liability shall be that of the Agency alone.
27. That no accommodation, any other allowance over and above the amount given to the personnel so employed shall be provided for by IIT Ropar under this agreement. IIT Ropar is at liberty to change this clause as and when needed.
28. That the Agency shall be responsible for any loss or damage caused or suffered by IIT Ropar on any account of negligence of the personnel supplied for by the Agency. This shall include any physical, financial and vicarious losses. Loss or damage caused to any property of IIT Ropar by any act or omission on the part of Agency's employees/ personnel shall be borne by the Agency. In the eventuality or such occurrence of loss or damage, the enquiry shall be made by the officers of the Agency in consultation with the Registrar of IIT Ropar. The decision of the Director IIT Ropar shall be treated as final in this regard after the said enquiry.
29. That the bio-data of each personnel so provided for the outsourcing shall be supplied to IIT Ropar. Before changing any personnel so provided prior information shall be given to IIT Ropar.
30. There will be a provision of 15 days leave in a calendar year (in addition to the gazetted holidays applicable in IIT Ropar) subject to prior sanction. No carry forward of any type of leave beyond a year is permissible.
31. The agency will install sufficient Biometric machines for attendance as per requirement of the institute. Agency will submit Biometric attendance of all the personnel deputed by the agency, who shall mark attendance daily at the beginning and at the end of completion of duties in the IIT Ropar and payment shall be made to the agency on the basis of the attendance. The final attendance will be approved by the IIT Ropar.
32. The persons provided by the Agency for the services mentioned above shall be the employees of the Agency for all intents and purposes and that the persons so deployed shall remain under the control and administration of the Agency and in no case, a relationship of employer and employee between the said employee and the IIT Ropar shall accrue /arise implicitly or explicitly.
33. It is further agreed that the personnel so employed by the Agency and deputed in the office of IIT Ropar shall have no right to employment against any post of the Institute (IIT Ropar). It is further agreed that their services are being taken on a purely contractual basis/outsourcing basis and IIT Ropar reserves the rights to do away with the agreement as and when so required without assigning any reasons.
34. No wage / remuneration will be paid to any staff for the days of absence from duty.
35. The Agency has to provide photo identity cards to the persons employed by him at IIT Ropar.
36. If an employee(s) provided by the Agency , leaves the services of IIT Ropar prior to expiry of contract, the Agency will provide the replacement within a maximum period of 10 days without any further changes for the replacement.
37. In case of any deficiency in services of staff so deployed on contract basis, provide lesser number of manpower than the minimum required or in the case of disobedience by the staff so deployed on duty, the Registrar, IIT Ropar or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit up to a maximum of Rs.500/- for each such occasion after giving him an opportunity of being heard in person. The decision of the Registrar, IIT Ropar shall be final and binding on the Agency.

38. Termination of the Contract :-

The contract may be terminated in any of the following contingencies :

a) By either party on giving notice in writing of 90 days to the other party (without assigning any reason).

OR

b) on the expiry of the contract period, without any notice ;

OR

b) on giving one month's notice at any time during the currency of services, in case the services rendered by the Agency are not found satisfactory and in conformity with the general norms and the standard prescribed for the services ;

OR

c) on assigning of the contract or any part thereof or any benefit or interest therein or there under by the Agency to any third person for sub-letting the whole or a part of the contract to any third person, without any notice ;

OR

d) on Agency being declared insolvent by the competent Court of Law without any notice ;

OR

e) In case the Agency is not interested to continue the contract subject to the condition that the Agency shall give a minimum three months notice. If the Agency does not give the requisite notice as mentioned above, then his security deposit shall be forfeited and Bank Guarantee shall be encashed in proportion to the period falling short of the specified notice period ;

“Provided that during the notice period for termination of the contract, in the situation contemplated above, the Agency shall keep on discharging his duties as before till the expiry of notice period”

39. On expiry of the contract if it is neither renewed nor extended the Agency will withdraw all their employees from IIT Ropar and clear their accounts, by paying them all their dues for which they are legally entitled. In case of any dispute on account of withdrawal of the employees; it shall be the entire responsibility of the Agency to settle the same.

40. If the contractor is blacklisted by any other institute before the award of contract and it comes to the knowledge of the IIT Ropar then IIT Ropar can terminate the contract.

41. In the event or exigencies arising due to the death, infirmity, insolvency of the Agency or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Registrar, IIT Ropar may further deem fit in public interest or revoke the contract, namely:

a) Legal heirs, in case of sole proprietor

b) Next partners in the case of company or firm

c) Otherwise the Registrar, IIT Ropar shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper.

42. No party shall be allowed to be represented by the lawyer during any investigation, inquiry, dispute or appeal.

43. The Courts at Ropar only shall have the jurisdiction for the purpose of this agreement.

44. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the Registrar, IIT Ropar or his nominee on mutual agreement of both the parties.

45. The award of such Arbitrator shall be final and binding on the parties. In the event of such Arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever the Registrar, IIT Ropar shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The Arbitration and Conciliation Act, 1996, which came into force on 25.01.1996, shall deem to apply to arbitration proceedings. The venue of the arbitration shall be Ropar.
46. The Agency shall provide the copies of the relevant records during the period of contract or otherwise even after the contract is over whenever required by the Department etc.
47. Director IIT Ropar is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids.

TECHNICAL BID
PROFORMA FOR EVALUATION OF TECHNICAL
PERFORMANCE OF THE TENDERING FIRM/PERSON

- 1 Name of the Organization/Firm, Location of Head Office with complete address with Telephone/Fax Nos., if any
 - 2 Nature of Organization (whether Private/Public Sector Undertaking/Sole Proprietor/Partnership/Cooperative Society etc.) Documentary proof, if any is attached. (In case of the firms other than the sole proprietors, an abstract copy of such Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender to be attached)
 - 3 Does the firm have experience of minimum three years of supplying manpower services to Ministries/Govt. Departments/Govt. Institutes/PSU's/Corporate Sector/Autonomous Bodies/ IIT's/CFTI with a manpower of atleast 50 persons etc.,? Yes/No
- If yes, the name of the Organization(s) along with a certificate certifying that the applicant firm has executed the contract satisfactorily, where atleast 50 or more than 50 persons were deployed.
- 4 Total annual turnover is above the (Minimum average annual turnover of Rs. 2.00 Crores during the last three years through manpower supply services.(Proof Attached) Yes/No
 - 5 A copy of the latest audited Balance Sheet attached. Yes/No
 - 6 Whether the firm is Income Tax Assessee or not ? if Yes give income tax number. Does the firm pay Service tax ? if yes give the service tax number. Yes/No
 - 7 Whether registered with the Labour Deptt. or not? Yes/No
If yes, mention the Registration number and date, attested copies of said certificate and its validity for Chandigarh be attached.
 - 8 Has the firm been allotted EPF & ESI Code Nos.? Yes/No
If yes, mention the Code Nos. and attach proof in support thereof
 - 9 Current list of clients in the proforma given below.

Proforma for Information regarding clients:

Sl No.	Name of the clients with address	Period	No. of Employees employed	Remarks

Place : _____

Signature of Tenderer/Authorised Signatory

Dated : _____

Address : _____

ANNEXURE-II

AFFIDAVIT

I/We(Name)_____ Agency/Partner/Sole
Proprietor (strike out which is not applicable) of (Firm) _____ do hereby solemnly
affirm and declare that the individual/firm/companies are not black listed by any Government
Department or an autonomous body.

DEPONENT

DATE, THE

ADDRESS _____

VERIFICATION

Verified that the content of the above affidavit is true and correct to the best of my/our
knowledge and belief. No part of it is false and nothing has been kept concealed therefrom.

DATE, THE

DEPONENT

(NOTE : To be furnished on non-judicial stamp paper duly attested by a Magistrate/Notary Public)

FINANCIAL BID

Financial bid to be filled by the bidders as per the format available on the GeM.

(Signature of Tenderer/ Authorised Signatory)
with sealed stamp

*Following Liabilities to be met out of service charges:

- i) Security of Rs. 1,00,000/- in the shape of “Deposit At Call”
- ii) Cost of Bank Guarantee of Rs. 21.00 Lacs.
- iii) Cost of Fidelity Bond of Rs. 5.00 Lacs.
- iv) Any other expenditure related to the execution of the contract

Note: In case of a tie of Financial bid between two or more bidders, the institute has the right to award a tender to the bidders on the basis of the relevant experience and satisfactory performance in the field of outsourcing of Manpower. The decision of the IIT Ropar is final in this regard and no representations in this regard shall be considered.