

TENDER FOR PROVIDING MANPOWER AT IIITDELHI

TENDER DOCUMENT

NIT No. IIITD/GA/MS/2015/(I)

(General Conditions of Contract)



INDRAPRASTHA INSTITUTE *of*
INFORMATION TECHNOLOGY **DELHI**

Indraprastha Institute of Information Technology, Delhi
Okhla Phase-III New Delhi-110020
Tel: 011-26907400-04, Fax: 011-2690-7405
Website: <http://www/iiitd.ac.in>

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A. INTRODUCTION

(i) About the Institute

IIITDelhi is a non-affiliating university set up by an Act of State Legislature (Delhi Act 2008) and is a teaching and research institute based at Delhi with the aim to facilitate and promote studies, research incubation and extension work in Information Technology and its application domains and also achieve excellence in IT and related areas. By virtue of Act by the state Legislature, IIITDelhi is an autonomous institute governed by a Board of Governors for all administrative decisions, which is advised by an Academic Senate and Finance Committee for the respective businesses of the Institute.

The IIITD is spread in a sprawling green campus of 25 acres at the heart of Delhi and is situated abutting Okhla and Govindpuri metro station and the industrial hub. The Institute has its full-fledged campus operational with 6 BTech, 5 MTech and PhD courses since 2008. The total student strength presently is 1600 with 50% residential facility for boys and girls.

The Academic and related activities are supported by more than 30 administration staff and the strength of teaching faculty include around 55 nos.

To support several of its functions in administration and management covering, maintenance and management of facilities, student affairs in the hostel, IT, academics and finance manpower at the junior most level including the multi-tasking responsibilities which shall be sourced from such an agency on standard applicable rates of the Govt. or norms fixed by the Institute based on the activities and responsibilities to be assigned. The tender document details the general conditions, procedures and qualifying criteria and essential documents in support of such claims.

(ii) Tender Document

Sealed tenders are invited from experienced firms in India and having experience of providing manpower services to the educational institutions to meet their specific needs and requirements as laid in the tender document. The tender document containing the terms and conditions can be downloaded from www.iiitd.ac.in (under tender sub-section).

Bidders downloading the tender document from the website are requested to notify "The Registrar, Indraprastha Institute of Information Technology, Delhi, Okhla Industrial Area Phase 3, New Delhi 110020" by e-mail at: registrar@iiitd.ac.in so that any amendments/ changes in the tender document can be informed to all prospective Bidders.

There will not be any tender review or pre-bid meeting, bidders can seek clarification by e-mail and responses will be sent to all who will download the document.

B. BIDDING SCHEDULE

The following is the schedule of events for this tender. The schedule may change depending on the results of the responses and a final schedule will be established prior to contracting with the successful bidder.

Description of Items	Date
Availability of Tender Document Website and Last Date and time for submission of completed Documents	30 th January 2018 (1000 Hrs.)
Deadline for submission of Filled in Tender Document	20 th February 2018 (1600 Hrs.)
Opening of Technical & Financial Bids and Evaluation*	20 th February 2018 (1700 Hrs.)
Meeting of the Tender Assessment Committee	26 th February 2018 (1100 Hrs.)
Award of Tender to selected Service Provider	1 st March 2018

**The responses to the Tender Invitation will be notified, as to how many tenders received and the respondents.*

The completed application (response document containing Technical & Financial Bids), (printed, signed and bound copy) should be submitted in a sealed cover super scribed with the title "Tender for ***Tender Document for Providing Manpower Services to IIITD***" at the address given below.

The Financial bid should be in a sealed cover inside the main cover.

Envelope – 1 (super scribed as "Technical Proposal")

The Technical Proposal should detail the technical specifications of the proposed solution, compliance to the specifications of various modules detailed in the tender, implementation plan, post implementation warranty and support plan along with the Checklist for Technical Bid Supporting documents such as firm's registration certificates (Income tax PAN no., Service Tax, Sales tax certificate etc.), bidders profile. Any other relevant paper which a bidder feels necessary along with the Terms and Conditions duly signed and accepted by the Bidder.

Envelope – 2 (super scribed as "Financial Bid")

The Financial Proposal should give detailed breakup of price of various modules and associated price of implementation using the Performa in Annexure – 2 (enclosed).

IIITD will not be liable for any cost incurred by the respondents in preparing

responses to this tender or negotiations associated with award of a contract.

The Registrar,
Indraprastha Institute of Information Technology Delhi
IIITD Campus
New Okhla Industrial Area Phase III
(near Govindpuri Metro)
New Delhi 110020

Deadline for Applications: Any application received after the last date and time for submission for the same, i.e., **20th February 2018**, shall not be accepted. Applications received after the last date shall be summarily rejected and returned unopened.

Clarification of Tender Document

Prospective Bidders requiring any clarification on the tender documents may notify The IIITD, New Delhi in writing/ e-mail/ fax. The Institute will respond in writing by fax/ e-mail to any request for clarification of the Tender Documents, which it receives not later than 7 days prior to the deadline for the submission of bids prescribed by the IIITD.

Written copies of the IIITD, New Delhi response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders, which have received the Tender Documents.

C. NOTICE INVITING TENDERS (NIT) [NIT No. IIITD/GA/ MS/2015/(I)]

The sealed tenders are invited from the experienced agencies for providing various types of Manpower at IIITDelhi.

Eligibility Criteria

The eligibility criteria shall be assessed in TWO parts, Part I relate to the Essentiality Requirements, which are as under:

- i. The firm shall be legal entity as per the regulations laid by the Govt. at the national and state and laws of the land.
- ii. The firm shall have a minimum of three years' experience in providing such manpower to organizations/ firms and educational institutions in India.
- iii. The firm should have executed two similar projects (in the values given below).
- iv. The firm should have also executed at least 2 projects for the educational institutions.
- v. The firm must have GST, PAN No. and should be income tax assessee and Registered with statutory authorities' viz., ESI, PF etc.

(Details as given in Annexure I, should be filled in to meet the above parameters)

Relevant documents supporting eligibility criteria are to be submitted along with the technical bid.

Part II relates to having relevant experience and completed and on-going assignments as under:

- (i) The firm shall have experience of having successfully providing various types of manpower (Technical, Administrative, Accounts etc.) during last three consecutive years:-
 - (a) Completed or on-going similar works (3 nos.) and each costs not less than Rs. 4 Lakhs per month (or)
 - (b) Two such completed or ongoing works each costing not less than Rs. 5 Lakhs per month (or)
 - (c) Having completed 1 such work costing not less than Rs. 8 Lakhs per month.
 - (d) Proof of registration or having experience in carrying out similar type of works.

- (ii) Submit the Earnest Money Deposit (EMD) amounting to Rs.100,000/- by demand draft favouring "IIIT-Delhi Collection A/C" payable at New Delhi shall be submitted along with the tender in a separate sealed envelope. EMD can also be submitted in the form of fixed deposit Receipt in favor of IIITD or in the form of Bank Guarantee.

Tenders received without EMD/ inadequate EMD or incomplete in any respect shall be summarily rejected. IIITDelhi reserves the right to accept or reject any or all the tenders without assigning any reason.

Tender shall be submitted in the IIITDelhi after due verification of check list enclosed with tender documents on or before 4:00 PM on 20th February 2018.

The technical bid shall be opened at 5:00 PM on 20th February 2018 in the presence of tenderers or their authorized representatives present at the time of tender opening.

IIITD reserves the right to accept or reject any or all the tenders without assigning any reason.

D. CHECK LIST OF DOCUMENTS REQUIRED FOR TECHNICAL SCRUTINY

The list of documents required to be enclosed with technical bid for getting eligible to be considered for technical scrutiny: -

- I. Proof of no. of years in current business. (Registration Certificate of the Company and work orders from the organizations)
- II. List of Clients with total no. of manpower provided and retained with category of employees with proof for last three years (as per Annexure-5)
- III. Proof of No. of employees on Roll on date of submission of tender.
- IV. Terms and conditions of employment with details of entitlements/benefits etc. (sample offer letter/ salary slip etc.)
- V. Training Facilities for Employees.
- VI. Certification available with company, if any
- VII. A brief note on process followed by the agency on recruitment process.
- VIII. Earnest Money Deposit (EMD) of Rs.100,000/- (Rs. One Lakh only) should be submitted in the form of Demand Draft.
- IX. Details of successfully executed similar work along with work order copies as mentioned in NIT.
- X. A self-certified copy of Registration Certificate with GST, ESI, PF and, and PAN etc. (issued by competent authority shall be enclosed)
- XI. Duly filled in and signed acceptance certificate, as per proforma enclosed.
- XII. Details of agency setup and establishment with License no., if any.
- XIII. Performance certificates from clients for successfully executing similar works.
- XIV. A certificate from the Chartered Accountant certifying the turnover of the bidder in the last three years (last successive three years) i.e., FY 2014-15, 2015-16 and 2016-17.

Note:- The Bidder who provided as required above will technically qualify subject to the submission of satisfactory report by our inspection committee.

E. BID EVALUATION

The technical bid will be evaluated as specified in Annexure – IV. Those qualifying in the Technical Bid will be evaluated for the Financial Bid.

- i. The successful bidder will be chosen based on the lowest rates of commission quoted for the work.
- ii. Agency's service charges will be in Percentage (as quoted in financial bid and accepted by IIITD) on the billing amount per month.
- iii. The commission quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account.
- iv. The bid submitted with a variation clause (unless asked by the IIITDelhi) will be treated as nonresponsive and may get rejected.

F. OPENING OF FINANCIAL BID

Financial bids of only those bidders whose technical bids are found to be qualified and acceptable to IIITDelhi will be opened. Bidder's representative may attend the financial bid opening. The qualified parties shall be notified about the date, time and venue of the opening of the financial bid.

In cases where the bidder has submitted "NIL" as agency Charge over and above the remuneration payable to the Manpower, the bid shall be treated as unresponsive and will be considered as invalid.

G. NATURE OF MANPOWER REQUIRED

The tentative nature of manpower required at IIITD is attached in Annexure III. The tentative salary range and minimum qualifications are also available in Annexure III.

TECHNICAL BID

QUESTIONARE (CHECK LIST)

TO BE FILLED UP BY THE AGENCY APPLYING FOR TENDER FOR MANPOWER SERVICES AT IIITDelhi

S. No.	Items	Response
1.	Name of the Agency with status <i>(please mention the name of the organization, firm)</i>	
	<i>proprietorship, Pvt., Ltd., Section 8 Cos. etc.</i>	
2.	No. of years in the current business services	
3.	No. of clients served & servicing (presently)	(Nos.)
4.	Total no. of manpower supplied and retained during last three years as per Annexure-V attached	Yes..... No.....
5.	No. of Employees on Roll	(Nos.)
6.	Terms and conditions of employment attached	Yes..... No.....
7.	Details of Training Facilities for Employees attached	Yes..... No.....
8.	Certification available with agency (enclosed/ attached)	Yes..... No.....
9.	Brief Note on process followed by the agency for recruitment of such resources & process followed (attached a brief)	Yes..... No.....
10.	Areas of manpower required/ recruited for firms/ organizations (attaché a brief)	Yes..... No.....
11.	Financial solvency of the bidder duly authenticated by the Banker of the firm (attach proof of the document)	Yes..... No.....
12.	ESI Registration No. (attach a copy of the Registration Certificate)	Yes..... No.....
13.	PF Registration No. (attaché copy of the PF registration letter)	Yes..... No.....
14.	Income Tax Permanent Account No.	Yes..... No.....
15.	GST Registration No.	Yes..... No.....
16.	Details of EMD (bank draft No. , name of bank, no. branch etc.)	Yes..... No.....

(put TICK where applicable)

Signature of the Contractor or his Authorized
Signatory with Seal of the Agency/ Firm

Date:

The sealed cover containing (EMD, Technical Bid and Financial Bid) shall be addressed to the IIITDelhi at the following address:

The Registrar
IIITDelhi
Okhla Industrial Estate Phase-III
(near GB Pant Engineering College, Govindpuri Metro)
New Delhi-110020

FINANCIAL BID

(To be put in separate sealed cover)

PRICE SCHEDULE

(The tenders will be evaluated on the price quoted)

The following is to be filled up without any cutting/overwriting/ inking/ erasing etc.

1. Agency's (commission) Percentage on billing amount: %.....per month

2. In case the contract is extended beyond one year...

the % of commission expected in Year 2:

in Year 3:

(SIGNATURE)

(NAME)

Name of the Firm/ Organization

(SEAL)

Date:

ACCEPTANCE CERTIFICATE

I..... (name of the person with designation) of (name of the Company)

Submit the required documents in proof of the services undertaken and activities performed along with the stated EMD for the (name of the services) and are true and correct to the best of my knowledge and hereby accept the above-mentioned Terms & Conditions along given in the tender document.

If at any time, any information is found false, incorrect for all such means, the IIITD shall cancel the tender, recommend for black list the service provider and forfeit the EMD during the entire process of tender document or upon award or during the execution of services in such means.

Signature
Company Seal

Appendixes for the above Contract of IIITDelhi, is as given below.

CONDITIONS OF CONTRACT

SCOPE OF WORK FOR THE FIRM | AGENCY PROVIDING MANPOWER AS PER THE REQUIREMENT OF IIITD

SCOPE OF THE WORK

The scope of the work for the firm/ agency shall include providing the requisite manpower with skills and education qualifications as per requirements given by IIITD from time to time.

The agency will follow the process as detailed by IIITD for selection of such manpower in the agreed rates, benefits to be extended, which shall be offered as consolidated salary along with benefits if any extended by IIITD.

The agency will keep such a resource in their payroll and extend the statutory requirements as per Govt. of NCT norms and such regulations as directed by the IIITD.

The agency shall also ensure that such a resource deployed in the institute shall comply with the norms, regulations and guidelines prescribed and where needed shall issue Company I-Card for referral purposes.

The agency shall also be responsible for daily operations and any specialized work assigned through this assignment through supply of specialized manpower only.

The firm/ agency will comply with the statutory requirements of the Govt. at all times and inform & submit requisite documents evidenced to IIITD authorities for such compliances requirements.

1. PAYMENT TERMS

- (a) The payments shall be made on monthly basis within 15 working days after submission of bills. However, in case of delay in any particular month due to valid reasons, the service provider should ensure the payment of the workers in time. The contractor should ensure that payment to workers is made by 7th of every month, without linking to payment receivable from IIITDelhi.
- (b) The payment shall only be released on confirmation of disbursement of salaries, deposit of other allowances to the manpower on or before 7th of every month deployed at site by the agency irrespective of the payment by the IIITDelhi.
- (c) The agency will have to enclose the copies of PF, ESI and GST and other challans towards compliance of previous month's payments for releasing the payment of current month. The amounts should contain the details on individual names of workers. If there is any variation payment will not be released.

2. PERIOD OF CONTRACT

The contract shall be valid for a period of 1 year and the same shall be reviewed by the end of 1st year for the satisfactory performance by the Tender Scrutiny Committee appointed by the Director. If the services of the firm/ agency are found satisfactory, the period shall be extended for another year. However, IIITDelhi at its discretion may extend the contract for a further period as per terms & conditions of contract on the same rate, terms and conditions for such a period.

3. PRE-BID INSPECTION / SURVEY

The bidder may visit IIITDelhi to have an understanding of the resource requirement, during business hours of the Institute.

4. WORKING HOURS AND LEAVE FOR THE HIRED RESOURCES

The hired resource of the firm/ agency (employee) shall extend the services from 9.00 am – 6.00 pm which is inclusive of lunch hours for 30 minutes on all working day. The working days for such a resource shall be 6 days a week except Sundays and other Gazetted Holidays. In addition to this, they will be entitled for 12 days leave (@ 1 day per month) per year. The unspent leaves will not be carried forwarded to next calendar year.

5. DEPLOYMENT OF STAFF

5.1 The Contractor shall Recruit/ Deploy/ Depute trained and qualified and experienced personnel as per the requirement by IIITDelhi in the manner as defined by the Authorities from time to time.

5.2 The Employees of contractor has to work as per the directives/ instructions given to the firm/ agency in this regard. The firm/ agency has to ensure these are strictly adhered to. Where needed, the Institute shall demand for such a report as per statutory needs and requirements.

5.3 The manpower proposed to be deployed by the firm/ agency shall be subject to ascertaining their antecedents, checking and suitability of their qualifications and skills. Before deploying a person in the Institute the firm/ agency shall furnish complete particulars and obtain written approval of the designated officer of IIITD.

5.4 The Agency shall be fully responsible for any kind of accident/ mishap to their staff as well as to any loss to machine while attending the complaints or at work in the IIITDelhi premises. In no case the Institute shall be responsible; accordingly the firm/ agency shall train, educate and create awareness of health and safety in the work place.

5.5 The Agency shall be responsible for the good conduct and behavior of the Employees of the selected agency/ firm. If any of the Employees of firm/ agency is found misbehaving with the supervisory staff or any other staff member/ student of the IIITDelhi, the Firm/ Agency shall, on receipt of instructions of the Registrar or any

other Officer designated by the Registrar, IIITDelhi in this regard, shall replace such employee of the Contractor's without asking for any reasons. The Contractor shall issue necessary instruction to such employees to act upon the instructions given by the supervisory Staff.

5.6 No person below the age of 18 (eighteen) years shall be employed at the work site. The firm/ agency shall follow the statutory regulations of the Government or the institute imposed by them at all times.

5.7 The Agency shall pay to the resource hired (shall be called as employees of the firm/ agency) employed by him in the wages not less than fair wages as agreed by IIITDelhi or as per the provision of the Contract Labor (Regulation and Abolitions) Act 1970 and the agency Labor (Regulation and Abolition) Contract Rules 1971 and Payment of Wages 1936, minimum wages act 1948, whichever applicable. But in no case the pay to the employees of contractor would be less than the amount agreed by IIITDelhi and the Agency will not charge such employees any commission or any other charges provided therein.

5.8 The Agency shall submit by 5th of every month to the Registrar a true statement in respect preceding month.

- (a) No. of workers employed,
- (b) Working hours of all the resources deployed in the Institute,
- (c) Wages paid to the resource workers deployed for each month,
- (d) Any other related information as per the demands of IIITDelhi.

5.9 All the employees will have to be covered under insurance against any personal accident and IIITDelhi will not be liable for payment of any compensation on that account. The firm/ agency shall submit the insurance cover page for the employees/ resources deployed in the institute.

5.10 If any claim arises from any of the employees of the firm/ agency deployed at IIITDelhi, such claims are to be dealt with solely by the Agency on his own and at his cost. IIITDelhi shall not be responsible or does not have any obligation either for dealing such claims or for the cost of dealing or setting such claims.

5.11 All the persons deployed by the Agency at IIITDelhi site may have to carry identity Cards. The Agency shall submit the bio-data of the employees to be deployed by them. Any negligence/ offence on their part will attract immediate removal from site.

5.12 The manpower deployed by the Agency at the Institute for carrying out contracted works is strictly prohibited being associated with any other works in the campus.

5.13 The Agency may issue Identity Card to all of its employees within 15 days from the date of signing the contract failing, which a suitable penalty (Rs. 200/-) may be imposed by competent authority.

6. DAMAGE CAUSED TO INSTITUTION

In case of any damage caused to the Institution due to negligence, carelessness or inefficiency of staff of the agency, the agency shall be responsible to make good of the loss. The decision of the Registrar IIITDelhi shall be final & binding on the agency.

7. LABOUR LAWS

7.1 The Agency shall abide by all the rules and regulations related to labor laws, accidents, workmen compensation act, workmen insurance, ESI, PF, minimum wages etc. This will be the sole responsibility of the agency. IIITDelhi will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to nonconformance by the agency, under no circumstances IIITDelhi will be liable for the same.

7.2 Contractor shall abide by all applicable, and shall adopt all required welfare measure for the Employees of Contractor and discharge all other obligations concerning thereto. The Contractor shall furnish adequate proof to IIITDelhi in this regard. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the Contractor, and IIITDelhi shall not be held liable for such responsibilities/ obligations in any manner what so ever.

8. TERMINATION OF CONTRACT

The Registrar, IIITDelhi reserves the right to terminate the contract with an advance notice of one month without assigning any reason. The contract can also be terminated at the request of agency, with an advance notice of three month falling, which, the agency is liable, to pay liquidated damages besides forfeiture of security deposit.

9. FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist.

In case of any dispute, the decision of Registrar, IIITDelhi, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate

the contract. Provided that if the contract is terminated under this clause the IIITDelhi shall be at liberty to take over from the Agency at a price to be fixed by the IIITDelhi, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the agency at the time of such termination, or such portion thereof as the IIITDelhi may deem, fit except such material, as the agency may, with the concurrence of the IIITDelhi, elect to retain.

10. GENERAL LINE

Whenever under this contract any sum of money is recoverable from and payable by the Agency, the IIITDelhi shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the agency, if a security is taken from the agency. In the event of the security being insufficient or if no security has been taken from the agency, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the agency or which at any time thereafter may become due to the agency under this or any other contract with the IIITDelhi. If this sum is not sufficient to cover the full amount recoverable, the agency shall pay the IIITDelhi on demand the remaining balance due.

11. SUB-CONTRACTING

The bidder cannot assign or transfer and sub-contract its interest / obligations under the contract without prior written permission of the IIITDelhi.

12. ARBITRATION

12.1 In the event of any dispute arising between IIITDelhi and the agency in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to The Director, IIITDelhi who may herself act as sole arbitrator or may name as sole arbitrator an officer of IIITDelhi notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The agency expressly agrees that the arbitration proceedings shall be held at IIITDelhi and the decision given by the administration shall be binding on both the parties.

12.2 In case any agency wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

13. RESOLUTION OF DISPUTE

13.1 If any dispute arises between the parties hereto during the subsistence of thereafter in connection with the validity, interpretation, implementation breach of any provision of the contract or regarding a question, including the questions as to whether the termination of the contract by one party hereto has been legitimate, both parties hereto shall endeavor to settle such dispute amicably. In

case of failure to resolve the dispute, the Registrar, IIITDelhi will appoint a sole arbitrator to her and dispute off such disputes through a reasoned order. .

13.2 The place of the arbitration shall be IIITDelhi.

13.3 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

13.4 The proceedings of arbitration shall be in English language.

14. TERMINATION FOR DEFAULT

14.1 The IIITDelhi may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part.

- (a) If the agency fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the IIITDelhi.
- (b) If the agency fails to perform any other obligations under the contract and
- (c) If the agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the IIITDelhi may authorize in writing) after receipt of the default notice from the IIITDelhi.
- (d) Without any notice or on a notice period of maximum of 30 days.

14.2 In the event the IIITDelhi terminates the contract in whole or in part pursuant to above para, the IIITDelhi may hire the agency at the risk and cost of working agency under contract as IIITDelhi deems appropriate. However the agency shall continue the performance of the contract to the extent not terminated.

15. RIGHT TO BLACK LIST

IIITDelhi reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

16. GENERAL TERMS & CONDITIONS

16.1 The employee shall be governed by the usual Office secrecy rules and regulations and will not disclose to any unauthorized person any information/data that he/she may have by virtue of his/her position in the office or in the Institute. This is also applicable after leaving the institute.

16.2 The Agency shall be responsible for all injuries and accidents to persons employed by him. S/he will also cover his personnel for personal accident whilst performing the duty.

16.3 The firm/ agency shall Recruit/ Deploy/ Depute the Employees of Contractor to take, proper care of the buildings, premises and campus of IIITDelhi including various documents/ equipment etc. In the event of any loss being caused to IIITDelhi on account of negligence/dereliction of duties or performance of their obligations by the Contractor or employees of Contractor, the Contractor shall be liable to indemnify IIITDelhi for such loss, out of the Contractor's insurance cover or otherwise, such loss being quantified after an inquiry comprising of the representative of IIITDelhi and the Contractor.

16.4 The firm/ agency shall maintain Muster Roll, Wage register, Register of Deductions, Register of Overtime and other required registers at Site.

16.5 The contractor shall submit the undertaking every month that he is paying the wages as he is charging from IIITDelhi for a particular employee, and complying with all the statutory requirements like PF, ESI, Minimum wages etc.

16.6 The Institute will deduct Income Tax at source under section 194C of the Income Tax Act 1961 from the contractor as per Govt. of India of such sum as income tax on the income comprised therein

16.7 IIITDelhi reserves the right to ask and require the contractor to remove any Employee deployed by the Contractor, without assigning any reason/ notice therefore.

16.8 That no right, much less a legal right shall vest in the Contractor Employees to claim or have employment or otherwise seek absorption in IIITDelhi nor the contractor Employees shall have any right whatsoever to claim the benefits and/ or emoluments that may be permissible or paid to the employees of IIITDelhi. The Contractor Employees will remain the employees of the Contractor and this should be the sole responsibility of the Contractor to inform and clarify it to the Contractor Employees before deputing them on work at IIITDelhi

16.9 Without limiting generality of the conditions herein, if any of the Contractor Employees prefer claim for employment with IIITDelhi, the Contractor shall, at its own cost, deal with such claim and settle such claims without any obligation on the part of IIITDelhi regarding such claims or settlements thereof.

16.10 The employees of agency may be required to continue on duty more than specified working hours or on holidays in such cases the payment equal to normal wages per day will be paid on approval of competent authority.

17. PENALTY

17.1 The contractor and the employees of the contractor shall be held responsible for guilty, fraud and mischief and misappropriation or any other type of misconduct on the part of contractor/ his employee would be imposed a penalty of Rs. 500/- per instant or Registrar may impose a penalty as they deem fit according to the gravely of guilt/ loss/ misconduct/ misappropriation etc.

18. SECURITY DEPOSIT

18.1 The successful bidder shall deposit an amount of **Rs. 250,000/- (Rupees Two Lakhs and Fifty Thousand only)** as Security within one month with the IIITDelhi for the entire duration of the contract for which no interest will be payable failing, which the EMD amount will be forfeited and contract will be terminated. The bidder will also require submit the Indemnity Bond as per the annexure-II along with security deposit.

IIITDelhi reserves the right to seize the security deposit if the contractor terminates the services without any reason.

Format for Technical Proposal & List of Documents (to be submitted as proof of claims made)

List of Documents (the documents shall be self-attested by the key authorities of the organization/ firm)

S. No.	List of Documents (attached)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

Signature of the Authorised person in the
Firm/ Agency

Name: _____
Designation: _____

Place:

Date:

INDEMNITY BOND

This Indemnity Bond is made by M/s. _____ through its Authorized representative Shri _____ S/o Shri _____ R/o _____ in favour of IIITDelhi.

And whereas the executant have been awarded the tender for providing the various type of manpower at IIITDelhi.

And whereas for the purpose of deployment of manpower in various section of IIIT, Delhi is sanctioned by IIITDelhi, as manpower supply contract, till the completion of the period.

And whereas all the expenditure shall be borne by M/s. _____ and shall be paid by IIITDelhi on verification of Bill submitted by Agency.

And whereas, M/s. _____ shall pay the salary to his employees as per the structure given by IIITDelhi.

And whereas, M/s. _____ indemnify to the IIITDelhi, against all the risks, losses, claims, damages, on account of supply of manpower.

And whereas the executant shall abide all the rules-regulations and directions of the competent authority/ IIITDelhi.

In witness whereof this Indemnity Bond is made at _____ on this _____, (day/ Month/ year) by the Executant in the presence of the following witnesses.

Witnesses:

EXECUTANT

Annexure-III

The tentative nature of manpower required at IIIT-D with relevant qualifications and tentative salary are as under:

S. No.	Designation	Minimum Qualification & Experience	CTC (all inclusive)
1	Office Boy	Metric	10-15K
2	Office Assistant/ Accounts Assistant/ IT Assistant/Technical Assistant	Diploma/ Graduation with 1 year experience	15-20K
3	Senior Office Assistant/ Accounts Assistant/ IT Assistant/Technical Assistant	Diploma/ Graduation with 2 years of experience	20-25K
4	Management Assistant	PG with 1year experience	25-30K
5	Senior Management Assistant	PG with 3 years of Experience	30-35K

The above qualifications, experience and salary are tentative. However, the salary will be fixed by IIITD based on the CV and performance during the interaction/ discussion with the candidate.

For use of IIITDelhi only

Evaluation Criteria:

S. No.	Criteria	Points
1.	No. of years in current business	
2.	Total no. of manpower supplied retained during last three years	
3.	No. of Employees on Roll	
4.	Terms and conditions of employment and benefits	
5.	Training Facilities	
6.	Certification	
7.	Recruitment process	
8.	Annual Turnover (average of last 3 consecutive years)	
Total Points		

The expert committee will award the points based on the data provided by the agency in technical bid. The financial bid of the agency will be opened that will get atleast 60% points in total.

Annexure-5

Details of the no. of manpower provided/ retained during last three years:

S. No.	Name of the Client	Period of Contract (in years)	Value of the Contract (in Rs.)	#Manpower provided		
				Technical	Administrative/Accounts	Others

#Proof needs to be attached: