

INDRAPRASTHA INSTITUTE OF INFORMATION TECHNOLOGY DELHI

TENDER DOCUMENT FOR
PROVIDING MANPOWER at IIIT-D

NIT No. IIIT-D/GA/MS/2015/(I)

(General Conditions of Contract)

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

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A. INTRODUCTION

(i) About the Institute

IIIT-Delhi 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.

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 using two bids system from experienced firms in India and having experience of providing administrative 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
Last Date and time for submission of Bids	August 29, 2019 (15:00 Hrs.)
Opening of Bids	August 29, 2019 (16:30 Hrs.)
Meeting of the Tender Assessment Committee	August 30 2019 (11:00 Hrs.)
Presentation before IIIT-D	August 30, 2019 (11:00 Hrs.)

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 Providing Various Types of Manpower to IIIT-D” 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).

IIIT-D 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
 IIIT-D 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., **August 29, 2019 (3PM)**, 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 to the Registrar at registrar@iiitd.ac.in. IIIT-D, 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 IIIT-D.

Written copies of the IIIT-D, 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. IIIT-D/GA/ MS/2015/(I)]

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

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 administrative 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.
- vi. The bidder should have office of the company/firm/agency in the NCT of Delhi. A self-attested documentary proof should be provided.
- vii. The bidder should furnish signed declaration indicating that they have not been blacklisted/debarred by the Ministries/Departments of Govt. of India/Central PSUs//Nationalized Banks/State Govt. Departments/Autonomous Bodies/Statutory bodies for last three years and there is no litigation with any Government Department on account of similar services.

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

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:

1. The firm shall have experience of having successfully providing various types of manpower (Technical, Administrative, Accounts etc.) in educational and similar Institutes 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.
2. Submit the Earnest Money Deposit (EMD) amounting to Rs.1,40,000/- by demand draft favoring "IIIT-Delhi Collection A/C" payable at Delhi/ 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 IIIT-D or in the form of Demand Draft. Agencies registered with MSME shall be exempted from payment of EMD amount. Tenders received without EMD/ inadequate EMD or incomplete in any respect shall be summarily rejected. IIIT-Delhi reserves the right to accept or reject any or all the tenders without assigning any reason.

IIIT-D reserves the right to accept or reject any or all the tenders without assigning any reason.

C. 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. Technical bids will be evaluated by a scrutiny Committee as per annexure IV. The financial bid will be opened of those agencies only who are technically qualified i.e. at least 80 points or above in technical evaluation. Agency shall be selected on the basis of Least Cost System.

D. OPENING OF FINANCIAL BID

Financial bids of only those bidders whose technical bids are found to be qualified and acceptable to IIIT, Delhi 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.

E. NATURE OF MANPOWER REQUIRED

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

TECHNICAL BID

CHECK LIST of documents required for technical scrutiny:

S. No.	Items	Response (Please tick)	Documentary proof attached at page no./s
1.	Proof of no. of years in providing administrative manpower. (Registration Certificate of the Company and work orders from the organizations)	Yes/No	
2.	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)	Yes/No	
3.	Proof of No. of employees on Roll on date of submission of tender.	Yes/No	
4.	Terms and conditions of employment with details of entitlements/benefits etc. (sample offer letter/ salary slip etc.)	Yes/No	
5.	Training Facilities for Employees.	Yes/No	
6.	Certification available with company, if any	Yes/No	
7.	A brief note on process followed by the agency on recruitment process.	Yes/No	
8.	Earnest Money Deposit Rs.1,40,000/- (EMD) should be submitted in the form of Demand Draft/FDR.	Yes/No	
9.	Details of successfully executed similar work along with work order copies as mentioned in NIT	Yes/No	
10.	A self-certified copy of Registration Certificate of GST, ESI, PF and PAN etc. (issued by competent authority shall be enclosed)	Yes/No	
11.	Duly filled in and signed acceptance certificate, as per proforma enclosed.	Yes/No	
12.	Self- attested copy of Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1972 and Labour License issued by the Appropriate Authority.	Yes/No	
13.	Performance certificates from clients for successfully executing similar works.	Yes/No	
14.	A certificate from the Chartered Accountant certifying the turnover of the bidder in the last three years (last successive three years) i.e., FY 2016-17, 2017-18 and 2018-19.	Yes/No	

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

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

FINANCIAL BID

(To be put in separate sealed cover)

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

1. Agency's (commission) Percentage on billing amount: (in figure) -----
-(in words) -----.

3. In case the contract is extended beyond one year the % of commission expected:

in Year 2: (in figure) ----- (in words) -----

in Year 3: (in figure)----- (in words)-----

(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 IIIT-D 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 IIIT-Delhi, is as given below.

CONDITIONS OF CONTRACT

SCOPE OF WORK FOR THE FIRM | AGENCY PROVIDING MANPOWER AS PER THE REQUIREMENT OF IIIT-D

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 IIIT-D from time to time.

The agency will follow the process as detailed by IIIT-D 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 IIIT-D.

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 IIIT-D.

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 IIIT-D 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 IIIT-Delhi.
- (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 IIIT-Delhi.
- (c) The agency will have to enclose the copies of PF, ESI, GST and wages sheet/register 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.

- (d) Payment of Bonus shall be made by the agency as per provisions of the Payment of Bonus Act and no any claim regarding the reimbursement of the same will be entertained.
- (e) In case there is delay in disbursement of payment after statutory date i.e 7th of every month, the Institute will impose a penalty of Rs. 1000/- per day. The penalty amount shall be recovered from monthly bill without any advance intimation.

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, IIIT-Delhi at its discretion may extend the contact 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 IIIT-Delhi 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. RECRUITMENT AND DEPLOYMENT OF STAFF

5.1 The agency shall fulfil the manpower requirements within 15 working days from the date of receipt of request. The Contractor shall Recruit/ Deploy/ Depute trained and qualified and experienced personnel as per the requirement by IIIT-Delhi 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 IIIT-D.

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 IIIT-Delhi 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 IIIT-Delhi, the Firm/ Agency shall, on receipt of instructions of the Registrar or any other Officer designated by the Registrar, IIIT-Delhi 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 IIIT-Delhi or as per the provision of the Contract Labour (Regulation and Abolitions) Act 1970 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 IIIT-Delhi 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 of 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 IIIT-Delhi.

5.9 All the employees will have to be covered under insurance against any personal accident and IIIT-Delhi 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 IIIT-Delhi, such claims are to be dealt with solely by the Agency on his own and at his cost. IIIT-Delhi 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 IIIT-Delhi 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 IIIT-Delhi shall be final & binding on the agency.

7. LABOUR LAWS

7.1 The Agency shall abide by all the rules and regulations related to labour laws, accidents, workmen compensation act, workmen insurance, ESI, PF, minimum wages etc. This will be the sole responsibility of the agency. IIIT-Delhi 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 IIIT-Delhi 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 IIIT-Delhi 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 IIIT-Delhi shall not be held liable for such responsibilities/ obligations in any manner what so ever.

8. TERMINATION OF CONTRACT

The Registrar, IIIT-Delhi 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, IIIT-Delhi, 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 IIIT-Delhi shall be at liberty to take over from the Agency at a price to be fixed by the IIIT-Delhi, 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 IIIT-Delhi may deem, fit except such material, as the agency may, with the concurrence of the IIIT-Delhi, elect to retain.

10. GENERAL LINE

Whenever under this contract any sum of money is recoverable from and payable by the Agency, the IIIT-Delhi 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 IIIT-Delhi. If this sum is not sufficient to cover the full amount recoverable, the agency shall pay the IIIT-Delhi 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 IIIT-Delhi.

12. ARBITRATION

12.1 In the event of any dispute arising between IIIT-Delhi 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, IIIT-Delhi who may herself act as sole arbitrator or may name as sole arbitrator an officer of IIIT-Delhi 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 IIIT-Delhi 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, IIIT-Delhi 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 IIIT-Delhi.

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 IIIT-Delhi 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 IIIT-Delhi.
- (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 IIIT-Delhi may authorize in writing) after receipt of the default notice from the IIIT-Delhi.
- (d) Without any notice or on a notice period of maximum of 30 days.

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

15. RIGHT TO BLACK LIST

IIIT-Delhi 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 Contractor shall Recruit/ Deploy/ Depute the Employees of Contractor to take, proper care of the buildings, premises and campus of IIIT-Delhi including various documents/ equipment etc. In the event of any loss being caused to IIIT-Delhi 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 IIIT-Delhi for such loss, out of the Contractor's insurance cover or otherwise, such loss being quantified after an inquiry comprising of the representative of IIIT-Delhi and the Contractor.

16.4 The contractor 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 IIIT-Delhi for a particular employee, and complying with all the statutory requirements like PF, ESI, Minimum wages and Bonus 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 IIIT-Delhi 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 IIIT-Delhi 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 IIIT-Delhi. 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 IIIT-Delhi

16.9 Without limiting generality of the conditions herein, if any of the Contractor Employees prefer claim for employment with IIIT-Delhi, the Contractor shall, at its own cost, deal with such claim and settle such claims without any obligation on the part of IIIT-Delhi 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 gravity of guilt/ loss/ misconduct/ misappropriation etc.

18. SECURITY DEPOSIT

18.1 The successful bidder shall deposit an amount of **Rs. 3,50,000/- (Rupees Three Lakhs, fifty thousand only)** as Security in the form of Demand Draft/FDR within one month with the IIT-Delhi for which no interest will be payable failing, which the EMD amount will be forfeited and contract will be terminated. The Security amount shall be valid and remain deposited with the Institute for the period of forty-five days beyond the term of work award. In case of non-submission of Security amount, the tender would be rejected without assigning any reason whatsoever. The bidder will also require submit the Indemnity Bond as per the annexure-II along with security deposit.

IIT-Delhi reserves the right to seize the security deposit if the contractor terminates the services without any reason.

19. Escalation Matrix

The agency shall provide contact details of three top level representatives in the below format:

S. No.	Name	Designation	Mobile number	Email Id
1.				
2.				
3.				

Annexure I

Format for Technical Proposal & List of Documents for Proof of details

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 IIIT-Delhi.

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

And whereas for the purpose of deployment of manpower in various section of IIIT, Delhi is sanctioned by IIIT-Delhi, 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 IIIT-Delhi on verification of Bill submitted by Agency.

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

And whereas, M/s. _____ indemnify to the IIIT-Delhi, 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/ IIIT-Delhi.

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

EXECUTANT

Witnesses:

Annexure-III

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

S. No.	Type of Manpower	Required Number
1.	Administrative	15
2.	Technical	02
3.	Other	02

1. Additional amount as allowances will be decided by the Institute and shall not be part of agency commission.
2. Allowances once fixed shall remain unchanged till the expiry of the term.
3. The designation for outsourced manpower shall be primarily at the discretion of the Institute but in broader sense there will be three categories as given below:

S. No.	Designation	Wages	Minimum Qualification and Experience
1	Office Boy	Rs. 15,400/-	10 th
2	Office Assistant/IT Assistant/Accounts Assistants	Rs. 17,000/-	Graduation/diploma with 1 year experience
3	Senior Office Assistant/IT Assistants/Accounts Assistant	Rs. 18,500/-	Graduation/Diploma with more than 2 years of experience

Note- Minimum Wages shall be revised as and when announced by the Labour Department of Govt. of NCT of Delhi.

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Evaluation Criteria:

S. NO.	Item	Points	Criteria	Points Award
1.	No. of years of experience in providing admin manpower in similar Institutes	20 Points	<3 years	5
			3- 6 Years	10
			>6 Years	20
2.	Total no. of admin manpower supplied, retained during last three years	20 Points	<500	5
			500-1000	10
			>1000	20
3.	Annual Turnover (in Lakhs) (average of last 3 consecutive years)	10 Points	<100 lacs	02
			100-5000lacs	04
			5000-10000 lacs	06
			10000 lacs -50000 lacs	08
			>50000 lacs	10
4.	Labour Registration Certificate	10 Points	Yes	10
			No	0
5.	EPF Registration	10 points	Yes	10
			No	0
6.	ESIC Registration	10 points	Yes	10
			No	0
7.	GST Registration	05 Points	Yes	05
			No	0
8.	PAN Registration	05 Points	Yes	05
			No	0
9.	TAN Registration	05 Points	Yes	05
			No	0
10.	ISO/ Other Certifications of the firm	05 Points	Yes	05
			No	0
Total Points		100 points		

The expert committee will award the points based on the data provided by the agency in technical bid. The financial bid of the will be opened of those agencies only who will get at least 80% points or above in technical evaluation.

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.)	No. of Manpower Provided #(Admin/Tech/Other)	Name of authorize official on client side with contact number

#Proof needs to be attached: