

Indian Institute of Information Technology, Design and Manufacturing, Kurnool

**(An Institute of National Importance Funded By Ministry of Human Resource
Development, Government of India).**

PHONE No: 08518-289115 Web Site: www.iiitk.ac.in



NOTICE INVITING TENDERS FOR

**(CONTRACT FOR SUPPLY OF MANPOWER–SKILLED / SEMI-SKILLED / UNSKILLED PERSONS ON
OUTSOURCING BASIS AT IIITDM KURNOOL, Kurnool, Andhra Pradesh)**

Tender No. IIITKL/2020-2021/S&P/OUTSOURCING/MANPOWER/01

Telephone: 08518-289115

Websites:<http://iiitk.ac.in/home>

DISCLAIMER

1. The information contained in this Tender document or subsequently provided to Tenderers, whether in document or verbal or any other form by or on behalf of Indian Institute of Information Technology Design and Manufacturing, Kurnool (IIITDMK) by any of its employees or advisors, is provided to Tenderers on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.

2. The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Institute, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

3. This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.

4. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

5. Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

6. The Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.

Sd/-

Registrar Incharge

NOTICE INVITING TENDER

Tender No: IIITK/2020-21/S&P/OUTSOURCING/MANPOWER/01

Date: 16.07.2020

- Box Tenders/Open Tenders are hereby invited from reputed Registered Firms /Agencies/Contractors/Suppliers for providing the following services at IIITDM KURNOOL, Kurnool, and Andhra Pradesh.
- "Contract for Supply of manpower–Skilled/Semi-skilled /Unskilled persons on outsourcing basis at IIITDM KURNOOL, Kurnool, Andhra Pradesh."
- Tender schedules can be downloaded from IIITDM KURNOOL website from 16.07.2020 onwards. Bidders need to submit hard copy with relevant documents duly attested by Gazette Officer.

The last date for submission of tenders is 11.00 AM on **06.08.2020**.

The tenders can either be dropped in the Tender Box in the Administrative Building of the Institute or sent by Speed Post/Courier.

The Institute will not take any responsibility for postal delays.

For further details regarding Tender notification & specifications, please visit www.iiitk.ac.in.

Date: **16.07.2020**

IIITDM KURNOOL

CRITICAL DATE SHEET

| | |
|--|--------------------------------|
| Date of Publication of the Tender Document | 16.07.2020 |
| Starting Date of Downloading of Tender Document | 16.07.2020 |
| Pre-Bid Meeting | 24.07.2020 at 11:00 AM |
| Starting Date of Bid Submission | 28.07.2020 |
| Ending Date of Bid Submission | 06.08.2020 at 11:00 AM |
| Technical Bid Opening Date/Time | 06.08.2020 at 3:00 PM |
| Financial Bid Opening Date/Time | Will be intimated later |

Clarifications:

Queries, if any, can be made through e-mail only to purchase@iiitk.ac.in or before 06.08.2020. Queries received via any mode other than e-mail id mentioned above shall not be entertained. The queries should only be sent in the following format on the official letter head of the company.

| S. No | Page No (tender Ref) | Clause (Tender Ref) | Description (Tender Ref) | Query |
|--------------|---------------------------------|--------------------------------|-------------------------------------|--------------|
| | | | | |

If there is any addendum/corrigendum related to tenders, it shall only be published on IIITDM KURNOOL website (www.IIITK.ac.in).The Bidders are advised to check IIITDM KURNOOL website regularly. No other mode of notice will be given.

The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made, if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued, if any, during pre-bid meeting in their bid.

If the last date of receiving/opening of the bids coincides with a holiday, then the next working day shall be the receiving/opening date.

. Physical submission of financial bid only shall be considered.

Registrar In charge

IIITDM KURNOOL

For any clarification and further details on the above tender,

Please contact. Office Phone Number: 08518-289115

BID

Tender No.: IIITK/2020-21/S&P/OUTSOURCING/MANPOWER/01

Date: 16.07.2020

Subject: Contract for Supply of manpower-Skilled/ Semi-skilled /unskilled persons on outsourcing basis at IIITDM KURNOOL, Kurnool , Andhra Pradesh.

Sir/Madam,

Bids are invited on the Box/Open Tender platform from the reputed registered Firms/Agencies/Contractors/Suppliers from the experienced premises of manpower services. The details of bidding conditions and other terms can be downloaded from the IIITDM KURNOOL , Kurnool, Andhra Pradesh website.

The attested copies of all the documents of Technical bid, signed undertaking of Bidder should be submitted offline mode only to the Director, IIITDM KURNOOL, Kurnool, Andhra Pradesh on or before **06.08.2020**.

The participating Bidder/s shall have to pay tender processing fee (non-refundable) and EMD for the amounts specified in the Statement related to bids, in the form of DD drawn in favor of the Director, IIITDM KURNOOL, Kurnool, Andhra Pradesh.

Further, the Successful Bidder shall furnish a part of a bid as Performance Guarantee specified in the Statement related to bids, to be paid in the form of BG as mentioned in the Tender Schedule.

IIITDM KURNOOL, Kurnool, Andhra Pradesh will not accept the tenders from blacklisted companies or undependable suppliers, whose past performance with IIITDM KURNOOL, Kurnool, Andhra Pradesh was found to be poor due to delayed and/or erratic supplies and those with frequent product failures, and also against whom there have been adverse reports of sub-standard quality/poor services, as defined in the other parts of the bidding documents.

For any clarification and further details of the above tender, please contact

Please contact. Office Phone Number: 08518-289115

STATEMENT RELATED TO BIDS

| | |
|---|---|
| Bid Document Fee/ Tender Processing Fee (Non-refundable) | Rs. 1500 (Rupees One Thousand Five Hundred Only) |
| EMD | 2,75,000/- (Rupees Two Lakh Seventy Five thousand Only) |
| Bid Validity Period | 90 days from the date of opening of Financial bid |
| EMD Validity Period | 90 days from the date of opening of Financial bid |
| Contract Agreement | TWO years from the date of giving work order |
| Period of furnishing Performance Guarantee | Within 7days from date of receipt of LOA |
| Performance Guarantee Value | 10% on the work order value (in the form of BG) |
| Performance Guarantee Validity Period | 26 months from the date of commencement of services |
| Period for signing the Agreement | Within 14 days from date of receipt of LOA |
| Payment Terms (after Commencement of work) | Monthly payment after receiving the previous month allotted work schedule details and attendance particulars certified by the concerned authority |

Name and Signature of the Bidder with Stamp

Tender Schedule

Preamble:

Sealed tenders are invited under two bid system i.e. Technical bid and financial bid, from reputed Manpower Supply Agencies for “Contract for supply of highly skilled/Skilled / Semi-skilled/unskilled persons on outsourcing basis “at IIITDM KURNOOL , Kurnool ,Andhra Pradesh.

1.2 **SCOPE OF WORK:** To provide Skilled / Semi-skilled/Unskilled persons to IIITDMKurnool, Kurnool, Andhra Pradesh on outsourcing basis depending upon the requirements of IIITDM Kurnool from time to time as per the terms & conditions set forth in this tender document.

1.3 **TENTATIVE REQUIREMENT OF MANPOWER:** Approximately **20 Nos ± 5** in combination of above categories depending on the requirement of IIITDM Kurnool, Kurnool, Andhra Pradesh. The above requirement is only tentative and may vary depending upon the volume of work, functional requirements etc. Any additional requirement/variation of manpower including qualifications shall be communicated to the Agency at the sole discretion of IIITDM Kurnool, Kurnool, and Andhra Pradesh which will be final and binding as and when the need arises during the period of contract.

1.4 **PERIOD OF CONTRACT:** The contract shall be initially for a period of two years, subject to satisfactory performance of services and compliance of all terms and conditions of the agreement. The contract is extendable by one more year based on satisfactory performance and as per the norms of Government of India. The Competent Authority may allot the contract in full or a part of such contract to the next firm(s) out of the panel available with it at any time in the event of non-compliance or breach of any terms and conditions of this contract by the awarded Bidder or otherwise, if it is deemed fit to do so in the interest of the Institution, in order to ensure effective supply/supervision of these services by more than one Bidder even after the award of contract.

If the Successful Bidder has an existing contract with IIITDM KURNOOL, Kurnool, Andhra Pradesh for manpower services, it shall stand automatically terminated and the new contract will commence.

Name and Signature of the Bidder with stamp

sd/-

Registrar In charge

2.0 Eligibility CRITERIA

1. Bidder must be a firm/ Proprietor/ company that should be registered with appropriate authorities on or before 1/4/2016 and attested copy of registration may be attached.
2. The bidder should have Service tax certificate on or before 1/4/2016 and GST certificate as on 31/12/2019.
3. Bidder must have the following registrations:
 - I. EPF and ESI Registrations with Competent Authority as on 01-07-2020
 - II. Valid Labor License as on 01-07-2020
 - III. PAN CARD
 - IV. LATEST ISO certification.(Enclose self-attested copies of all the above certificates)
4. The Bidder should have at least three years of experience in providing " Supply of skilled/semi-skilled/unskilled persons on outsourcing basis" in Central / State Government departments / Public Sector Undertakings / Autonomous Bodies / Large Industrial / Educational campus / reputed Private companies. Copies of purchase orders should be enclosed for this reference.
5. The Bidder should have completed at least Three similar works each of value not less than **Rs. 22 Lakhs** OR Two similar works each of value not less than **Rs. 33 Lakhs** OR One similar work of value not less than **Rs. 44 Lakhs** in the last 3 years (i.e. Similar work means supply of Skilled / Semi-skilled/unskilled persons during last three years).
6. The Bidder should have an average annual financial turnover of not less than Rs.1crore during the last three years. The contractor should attach copy of audited/ITCC Certificate for the last three years duly attested by Chartered Accountant.
7. The Bidder should submit income tax returns of the assessment years 2017-18, 18-19, 19-20 along with Audited financial statements, Profit and Loss Account, Balance sheets, Form26A and 3CA&3CB.
8. A declaration undertaking on the letter head of the Bidder/Agency that all the terms and conditions as given in the tender document are acceptable and the Agency has not been blacklisted by any of the organization at any point of time and no criminal case is pending against the said firm/agency (as per Annexure III) should be given
9. Each page of the tender document along with all other submitted documents must be duly signed by Authorized signatory with Bidder's company seal and initial, otherwise the document will be invalid.

Note: - The bidders should submit all the required documents for the above listed eligibility criteria, failing which their bid will be treated as invalid or cancelled.

Name and Signature of Bidder with Seal

Tender processing fee, Earnest Money Deposit (EMD) and Performance Guarantee:

1. Interested Bidders are required to pay a non-refundable Tender processing fee of Rs. **1500/- (Rupees One Thousand Five Hundred Only)** in the form of DD/ Banker's cheque, drawn from any nationalized bank in favor of The Director, IIITDM Kurnool, Kurnool, Andhrapradesh payable at SBI, Nandyal Road Branch, Kurnool- IFSC Code SBIN0021660.
2. In addition, interested Bidders are required to pay a refundable amount of Rs **2,75,000/- (Rupees Two Lakh Seventy Five Thousand only)** towards EMD and it should remain valid for a period of 90 days beyond the final tender validity period. The DD should be drawn from any nationalized bank in favor of The Director, IIITDM Kurnool, Kurnool, Andhra Pradesh payable at SBI, Nandyal Road Branch, and Kurnool- IFSC Code SBIN0021660.
3. Bids received without EMD and Tender processing fee shall be summarily rejected.
4. The Successful Bidder shall furnish a Performance Guarantee of an amount equivalent to 10% on work order value, in the form of bank guarantee from any nationalized bank. Also, the Bank Guarantee shall be renewed by the Agency from time to time, if contract is extended.
5. EMD of Bidder shall be forfeited, if the Bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid.
6. Further, if the successful Bidder fails to furnish the Performance Guarantee within the specified period, his EMD shall be forfeited.
7. In case the Bidders / Successful Bidder(s) are found in breach of any condition(s) at any stage of the tender, EMD / Performance Guarantee shall be forfeited/

In cases of 5,6 and 7, apart from forfeiting EMD/ Performance Guarantee, the Institute may initiate any penal action against the Bidder/successful Bidder, which the Competent Authority deems it to be fit.
8. EMD will be returned to Unsuccessful Bidders without any interest whatsoever, after allotment of Letter of Award.

Method of submission of Bids:

The bid documents can be downloaded from the Institute website <http://www.iiitk.ac.in/> .

The bids should be filled in two bid formats with all the required documents as enclosures in separate sealed covers, i.e.:

(a) Part-I Technical bid, (b) Part-II Financial bid.

There should be a main envelope, called Master envelope, and this should be super scribed as “ Contract for supply of manpower – Skilled/Semi-skilled / Unskilled persons on outsourcing basis at IIITDM KURNOOL, Kurnool, Andhra Pradesh”.

There should be four more envelopes, called, envelope 1, envelope 2, envelope 3 and envelope 4.

The envelope 1 should be super scribed as “Tender processing fee for Contract for supply of manpower –Skilled/semi-skilled / Unskilled persons on outsourcing basis at IIITDM KURNOOL”, Kurnool, Andhra Pradesh. The Demand Draft/Banker’s Cheque for Rs. 1500/-, drawn from any nationalized bank in favor of The Director, IIITDM Kurnool, Kurnool, Andhra Pradesh payable at SBI, Nandyal Road Branch, Kurnool- IFSC Code SBIN0021660, towards Tender processing fee, should be kept in this envelope 1 and sealed.

The envelope 2 should be super scribed as “EMD for Contract for supply of manpower –Skilled/Semi-skilled / Unskilled persons on outsourcing basis at IIITDM KURNOOL, Kurnool, Andhra Pradesh.”. The Demand Draft/Banker’s Cheque for Rs. 2,75,000/-, drawn from any nationalized bank in favor of The Director, IIITDM Kurnool, Kurnool, Andhra Pradesh payable at SBI, Nandyal Road Branch, Kurnool- IFSC Code SBIN0021660, towards EMD, should be kept in this envelope and sealed.

The envelope 3 should be super scribed as “ Contract for supply of manpower –Skilled/Semi-skilled / Unskilled persons on outsourcing basis at IIITDM KURNOOL, Kurnool, Andhra Pradesh- Part –I (Technical Bid)”. The tender document downloaded from the Institute website, which includes all the Annexures I to Annexure V, together with all the necessary supporting documents, should be kept in this envelope 3 and sealed.

The envelope 4 should be super scribed as “ Contract for supply of manpower – Skilled/Semi-skilled / Unskilled persons on outsourcing basis at IIITDM KURNOOL, Kurnool, Andhra Pradesh- Part –II (Price Bid)”. The Price Bid (Annexure – VI) should be kept in this envelope and sealed.

(All the documents in envelopes 3 and 4 should be duly signed by the Bidder with the stamp of the firm).

All these 4 envelopes, envelop 1, envelope 2, envelope 3 and envelope 4 should be kept in the Master envelope, which is super-scribed as “ Contract for supply of manpower- skilled/semi-skilled /Unskilled persons on outsourcing basis at IIITDM KURNOOL” and shall be addressed to The Tender Box, C/o Director, Indian Institute of Information Technology, Design and Manufacturing Kurnool ,Kurnool, Andhra Pradesh, -518007.

Last date for submission of bid documents is **06.08.2020 up to 11:00 a.m**

Bids received after the due date and time shall be summarily rejected.

Incomplete bids or bids not submitted in prescribed format are liable for rejection.

Institute will not be responsible for postal delay.

4.0 Evaluation Procedure

1. At the first stage, the Technical Bids shall be opened in the presence of Bidders, who may like to be present on **06-08-2020 at 03.00 p.m.** in Administrative/ Purchase section of IIITDM KURNOOL.
2. A Committee duly constituted by the Competent Authority would evaluate the Technical bids submitted by the Bidders. .
3. Prior to detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the tender document. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding/tender document and is without any material defects and deviations. Deviations from, or objections or reservations to critical provisions such as those concerning qualification/eligibility criteria, availability of facilities and amenities as needed, availability of government/statutory approvals and clearances, ready and explicit willingness to accept and honor the terms and conditions of contract etc. will be deemed to be material deviations.
4. If a bid is not substantially responsive, it will be rejected by the Institute and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
5. Only those Bidders whose technical bids have been found to be substantially responsive would be evaluated.
6. The Financial bids of those Bidders who are qualified in the Technical Evaluation, only shall be opened. The Contract will be awarded to the L1 Bidder i.e. the bidder who quotes least service charge among all the technically qualified bidders. The decision of the Director, IIITDM KURNOOL, Kurnool, Andhra Pradesh is final in this regard.
7. The Bidder should quote the Service charge in the financial bid in figures as well as in words.
8. The validity of the bids shall be for a minimum period of 90 days.
9. Tenders with revised/modified rates/offer after opening of the tenders shall be summarily rejected and the entire Earnest Money Deposit (EMD) submitted with the tender shall be forfeited
10. The tender is not transferable under any circumstances.
11. Telegraphic, conditional or incomplete tenders shall not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the Bidder.
12. Institute reserves the right to reject any or all the tenders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of the Institute in this respect shall be final.
13. The Institute reserves the right to cancel the tender process at any stage without assigning any reason. For further details, please contact the IIITDM KURNOOL, Kurnool, Andhra Pradesh Purchase Department on 08518-289115.

Name and Signature of Bidder with seal

Tie Breaking procedure:

In case of a tie in the least quoted price, tie-breaking points shall be given for the following.

| SL. No | Description | Points | Total (50 Points) |
|---------------|---|----------------------------------|---------------------------|
| 1 | No. of years of work experience in Government Higher Educational Institutions. (From 26AS must be submitted for the period of Experience claimed) | 1 point per each running year | Max. 10 points |
| 2 | No. of years of work experience in Pvt. Institutions/Organizations. (From 26AS must be submitted for the period of Experience claimed) | 0.5 points per each running year | Max. 10 points |
| 3 | Financial turnover of the Firm certified by Chartered Accountant with UDIN | 0.5 Point for each crore | Max. 10 points |
| 4 | Total no. of employees to which PF paid during the Last FIVE years. (PF challans/TRRN has to be submitted for proof) | 1 Point for every 100 employees | Max. 20 points |

Note:

- 1) The contract will be awarded to bidder, who scores highest points in the above table.
- 2) In case of further tie, the bidder will be selected by the toss of a coin.
- 3) The Bidders must submit the hardcopies of documentary proofs for the above items attested by gazetted officer.

I / we accept all the terms and conditions of the tender notice.

Date.....

Place.....

Name and Signature of Bidder with seal

6.0 JOB CHART OF SKILLED & SEMI SKILLED Unskilled MANPOWER:

1. Prompt and efficient processing of papers coming up for disposal in their section.
2. An even allocation of work amongst the staff under them with the approval of higher authorities, if required.
3. Maintenance of discipline amongst the staff in their section.
4. The section to be kept neat and tidy.
5. Proper maintenance of files, registers and other documents and papers being handled in the section.
6. Strict observance of the instructions contained in the codes/manuals /office orders etc. including prompt submission of periodical statements.
7. Punctuality in attendance by the staff.
8. Weeding out of old and unwanted papers/documents in the section.
9. Ensuring dispatch of outgoing letter and files of the section.
10. Indexing and recording work, preparation and submission of simple notes and drafts under the guidance of the section In-charges.
11. Data entry in computers, if required.
12. Any works such as carrying files from one section to another, preparation and serving of tea etc. and any other work assigned to him by the Institute officials.
12. Any other work assigned by senior officials.

GENERAL CONDITIONS OF CONTRACT

1. The general behavior of the personnel inducted under outsourcing shall be similar to the code and conduct rules applicable to the permanent staff of the Institute.
2. Only the authorized representative of the firms is permitted to participate in the tender opening process
3. The Successful Bidder needs to produce an undertaking to the effect that the persons deployed by the agency do not have any criminal record/cases against them, before the issue of work order.
4. The Agency should have the potential to pay the emoluments to the engaged staff regularly during 1st week of consecutive month, without waiting for the release of payment form the Institute. The service provider may preferably make payment through bank.
5. IIITDM KURNOOL, Kurnool, Andhra Pradesh will not pay any deposits or advance to the Agency.
6. The Agency should have the potential to arrange suitable persons on outsourcing basis as and when demanded/ required, on the same quoted rate and on the same agreed terms and conditions.

7. It shall be the sole responsibility of the agency to prevent any unlawful assembly, strike, dharna or demonstration by the persons deployed by the Agency, inside the campus. The Agency shall immediately withdraw all such persons from engagement in the Institute.
8. It shall be the sole responsibility of the Agency to ensure that the workers deployed shall behave properly at all times with all faculty, officers, non-teaching staff and students of the Institute. Any disobedience, misbehavior, indiscipline, use of abusive language, shouting of slogans etc., shall entitle immediate removal of the person from the campus by the Agency. Such persons shall not be permitted to enter the campus.
9. The copy of Appointment Letter and bio-data of each personnel so provided for the outsourcing shall be provided to IIIDM KURNOOL, Kurnool, Andhra Pradesh along with a copy of police verification upon the identity and the testimonials of qualifications etc. Before changing any personnel so provided prior information shall be given to IIITDM KURNOOL, Kurnool, Andhra Pradesh.
10. The Successful Bidder shall issue photo identity card at his own cost to each person deployed giving details of the name of parent/husband, complete postal address, phone number, etc. before commencement of contract.
11. An attendance register / biometric attendance shall be maintained by the service provider for all the personnel deputed by them, who shall mark attendance daily in the Institute and the payment shall be made to the service provider on the basis of attendance register / biometric attendance.
12. The service provider will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and other rules and regulations as applicable and notified from time to time in the official gazette/ Govt. of India, for all its employees deputed to work for IIITDM KURNOOL, Kurnool, Andhra Pradesh. The service provider 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 for recurring instances. This is without prejudice to any other right available to IIITDM KURNOOL, Kurnool, Andhra Pradesh.
13. The service provider 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, Payments of Bonus Act 1965, Payment of Gratuity Act 1972, National, Casual, Annual Festival, Maternity, Leave Acts as applicable and as amended from time to time 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 contractor. The rates so allowed to and paid to contractor shall include all such statutory liabilities and no excess amount shall be paid by IIITDM KURNOOL, Kurnool, Andhra Pradesh.

14. The performance of the Agency shall be reviewed quarterly and the contract is liable for termination in the event of non-satisfactory performance.

15. The Courts of Kurnool alone will have jurisdiction to try any matter/dispute or reference between the parties arising out of this agreement/contract.

WAGES:

The Agency shall pay monthly wages plus statutory charges (EPF/ESI) to all its employees as per the Govt. of India norms,, amendments, if any, made from time to time, including all charges, GST if applicable. No extra claim on this account will in any case be entertained. The Agency shall provide full information in respect of the wages etc. paid to its employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under.

Copy of the acquaintance, PF and ESI remittance challan may be produced from second monthly bill onwards. The payment will be made on every month after submission of the bills in duplicate on the last working day of previous month with the attendance reports of outsourced manpower and proof of payment made towards all applicable statutory bodies.

Resolution of Dispute:

In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, IIITDM KURNOOL, Kurnool, Andhra Pradesh or any other officer nominated by the Director, IIITDM KURNOOL, Kurnool, Andhra Pradesh for arbitration whose decision shall be final and binding on both the parties. The Agency agrees that the arbitrator could be an employee of the Institute and shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996

TERMINATION OF THE CONTRACT:

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

- a. On giving three months' notice by the Agency or the Institute.

OR

b. On the expiry of the contract, without any notice

OR

c. On giving one month notice by the Institute, at any time during the tenancy of contract, in case the services rendered by the Agency are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services

OR

d. On Agency being declared insolvent by the competent Court of Law, without any notice

OR

e. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Agency to any third party or for sub-letting the whole or a part of the contract to any third party, without any notice.

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

In case of termination of contract on the grounds mentioned at Sr. No (c) above OR in case the Agency decides to conclude the contract before the expiry of 24 months contract period without giving three months' notice as mentioned at Sr. No (a) above, the Agency shall forfeit the Performance guarantee held with the Institute and the Agency shall not have any claim/right against the Institute in satisfaction of this condition.

Penalty

Lapses due to service provider will be viewed seriously and penalties will be imposed on the service provider. Quantum of penalty will be decided in individual cases and decision of the Competent Authority, shall be final and binding

In case of failure to carry out the services to the satisfaction of IIITDM KURNOOL, Kurnool, Andhra Pradesh as per the terms and conditions, the Institute will be free to get services done by any other agency at the cost and risk of the service provider.

COMMENCEMENT OF WORK:

The Successful Bidder should start the work with effect from the date of commencement of Agreement by mutual consent.

In case, it is found that the work has not been taken up from the date of commencement of Agreement, the IIITDM KURNOOL, Kurnool, Andhra Pradesh at its sole discretion may cancel the work order and the Performance guarantee shall be forfeited without any further reference to the Bidder. Further, the work order will be awarded to next least quoted bidder with the same terms and conditions.

Sd/-

Registrar In charge

PART-I (TECHNICAL BID)**Annexure -I**

All the commercial conditions shall also be indicated in this part. Deviations, if any, to our specifications shall be brought out very clearly. Bidders shall mention point-wise conformation with regard to technical specifications given in our Enquiry.

| Sl.No | Particulars | Details |
|--------------|---|----------------|
| 1 | Bidder's name | |
| 2 | Registered Office and address | |
| 3 | Working Place of the office | |
| 4 | Year of Establishment | |
| 5 | Type of Firm (Ownership, Partnership, Pvt Ltd or Ltd Co.) | |
| 6 | Details of ownership (Name and Address of the Board of Director, Partners etc) | |
| 7 | Name of the authorised signatory who is authorised to sign all the relevant documents (power of attorney, if any to be submitted) | |
| 8 | Contact Details | |
| | Name of the contact person | |
| | Designation | |
| | Mobile Number | |
| | Email id | |
| 9 | Address for communication | |
| 10 | Registration Numbers: | |
| | Firm Registration No. | |
| | Service Tax No | |
| | GST NO | |
| | EPF NO | |
| | ESI NO | |
| | Labour License No | |

| | | |
|----|--|-------------------------------|
| | Any other registration which is mandatory for such agencies stipulated by Concerned Authorities: | |
| 11 | Latest ISO certified company | Yes / No |
| 12 | PAN NUMBER | |
| 13 | Total Annual Turnover for last three years | 2017-18 2018-19 2019-20 |
| 14 | Whether Agency has been blacklisted by any Govt or Semi-Govt. organization or any other organization? If yes, provide details | YES/NO |
| 15 | Do you accept all terms and conditions of tender document and have you signed the tender document? | YES/NO |
| 16 | Do you have necessary license to provide manpower services? If yes, provide details | YES/NO |
| 17 | Do you agree to provide manpower services as per the Institute's requirement? | YES/NO |
| 18 | No. of years of experience in the field of providing manpower services | |
| 19 | Have you submitted the details of Govt Depts, Govt Undertakings, PUSs, Public Sector Banks to whom the similar services accomplished during the last 3 years (Attach separate sheet, if necessary) | YES/NO |
| 20 | Have you submitted the previous work order(s), work completion certificate(s), | YES/NO |

| | | |
|----|--|--|
| | audited accounts statement / bank statement? | |
| 21 | DD Number, Amount and Date for tender processing fee / EMD . | |
| 22 | Bank Particulars | |
| | Name of the Account Holder | |
| | Type of A/C: (SB/CA/CC) | |
| | A/C No. | |
| | IFSC code | |
| | Name of the Bank | |
| | Branch | |

Enclose all certificates in support of the above statements.

Date:

Authorized Signatory Name:

Signature:

Place:

Designation:

Company:

Contact No.

Company Seal

EXPERIENCE DETAILS

Annexure II

| Sl..No | Name of the Organization | Duration of the contract & year | Purchase order no & date | Contract value per year | No. of personnel deployed |
|--------|--------------------------|---------------------------------|--------------------------|-------------------------|---------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Enclose all certificates in support of the above statements.

Date:

Place:

Authorized Signatory Name:

Signature :

Designation:

Company:

Contact No.

Company Seal

Annexure III

DECLARATION

(To be provided on letter head of the Bidder and submit along with Technical bid)

I / We _____ do hereby certify that our firm is not blacklisted and no enquiries / cases are pending against us by Govt. of India / Govt. of Andhra Pradesh or by any State Board Universities, since inception of the firm / company. All the terms and conditions given in the tender document with Ref. No.: IIITKL/2020-21/S&P/OUTSOURCING/MANPOWER/01, DATED: 16.07.2020 "Contract for supply of manpower-Skilled/Semiskilled/Unskilled persons on outsourcing basis" issued by the IIITDM Kurnool, Kurnool, Andhra Pradesh are acceptable to us.

We also certify that the information mentioned in the submitted documents is true and complete in any every respect and explicitly agree that in case at a later date it is found out by the Institute (IIITDM Kurnool, Kurnool, Andhra Pradesh) that any details provided herein by us are incomplete/incorrect, any contract given to us may be summarily terminated forthwith, our firm may be blacklisted, and that the Institute may also initiate any other legal/penal proceedings, as deemed fit by it.

Date:

Authorized Signatory Name:

Signature:

Place:

Designation:

Company:

Contact No.

Company Seal

Annexure IV

FORM FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
The Director
IIITDM Kurnool

WHEREAS (Name and address of the Bidder) (Here in after called "the Bidder) has undertaken, in pursuance of contract no..... Dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the Day of 20

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name and address of the Bank and address of the Branch

Important: (For issuance of IFN 760 COV Bank Guarantee Advising Message)

1. Beneficiary Bank Details: Bank Name: State Bank of India, Branch: Nandyal Road Branch Kurnool, IFSC Code: SBIN0021660)
2. The Supplier has to ensure issuance of IFN 760 COV BG Advising Message by the issuing bank in order to make the paper Bank Guarantee operative (Ref: Gol Ministry of Finance letter no.F.No.7/112/2011-BOA dated 08.03.2016)

CHECKLIST

Annexure V

(The Bidder may use the checklist below, to ensure that the tender submitted is complete in all respects)

| SI.No | Particulars | Yes | No |
|-------|---|-----|----|
| 1 | Copy of original tender document downloaded from the IIITDM KURNOOL, Kurnool, Andhra Pradesh website. | | |
| 2 | Copy of firm registration | | |
| 3 | Copy of Service Tax certificate | | |
| 4 | Copy of GST registration | | |
| 5 | Copy of EPF Registration | | |
| 6 | Copy of ESI registration | | |
| 7 | Copy of Valid labour License | | |
| | Copy of PAN card | | |
| | Copy of Latest ISO Certification | | |
| | Copy of relevant work order(s) | | |
| | Copy of work completion certificate(s) | | |
| 8 | Copy of Work satisfactory certificate(s) | | |
| 9 | Copy of Financial turnover certificate issued from Chartered Accountant with UDIN on his letter head. | | |
| | Copies of Income Tax Saral form>Returns along with Audited financial statements, Profit and Loss Account, Balance sheets, Form 26AS and 3CA&3CB for last 3 years, duly attested by Chartered Accountant . | | |
| | Form 26 AS must be submitted for the period of experience claimed (for each | | |

| | | | |
|--|--|--|--|
| | year of work done) | | |
| | Declaration in the format given by the Institute | | |
| | Financial bid cover | | |
| | PF statement with challan for last 5 years | | |

Note: All the pages of the original bid document along with other hard copies should be serially numbered and attested by the Bidder.

Name and Signature of the Bidder with stamp

PART-II.

Annexure VI

FINANCIAL BID (On Firm Letter head)

(Contract for supply of manpower - Skilled/Semi-skilled/Unskilled persons on outsourcing basis at IIITDM Kurnool, Kurnool, Andhra Pradesh)

Ref. No.: IIITKL/2020-21/S&P/OUTSOURCING/MANPOWER/01

DATE: 16.07.2020

| SERVICE | CHARGE | in | % | _____% | (In | words |
|---|--------|----|---|--------|-----|-------|
| _____) | | | | | | |
| wages of an employee. | | | | | | |
| The Institute will make payment as per Minimum Wages as applicable to semi-skilled/skilled/Unskilled persons as notified by the Central Govt. from time to time. The statutory benefits payable extra as per norms as per applicability | | | | | | |

NOTE:

- a. TDS& TDS on GST as per applicability shall be deducted monthly from the gross billed amount to be paid to the contractor.
- b. As per the Ministry of Finance OM No. 29()/2014- PPD, dated 28-01-14, bids quoted NIL service charges shall be treated as non-responsive.
- c. The minimum service charges to be quoted per person shall not be Less than 2.36% of the base minimum wage. The bids which do not conform to this condition shall be summarily rejected.
- d. The maximum service charges to be quoted per person shall not be greater than 5% of the base minimum wage. The bids which do not conform to this condition shall be summarily rejected.
- e. The service charge shall remain same during the contract period even if the basic wages are revised by the Govt. of India.
- f. If there is a discrepancy between the Service charge quoted in words and in figures, the charges in words shall prevail.
- g. The Tie Breaking rules are given in the tender document.

Place:

Signature of the Contractor with Seal

