



INDIAN INSTITUTE OF INFORMATION TECHNOLOGY, KALYANI

Autonomous institution under MOE, Govt. of India

&

Department of Information Technology & Electronics, Govt. of West Bengal

14 No. Adivasi Para, WEBEL IT Park, Kalyani -741235,

West Bengal, website : www.iiitkalyani.ac.in

TENDER NOTICE FOR ENLISTMENT FOR MANPOWER SERVICES

Tender No. IIITK/Tender/2022/152 dated 03.02.2022

MANPOWER REQUIREMENT

1. Sealed tenders in two-bids (1. Technical & 2. Financial) format from well-established reputed Firm / Agencies having relevant experience for providing manpower under Highly Skilled, Skilled, Semi-skilled, Unskilled & Gardner categories is required. The period of contract is initially for one year and further extendable based on satisfactory completion of contract every year on mutually accepted terms and conditions.
2. The agency shall provide manpower for the occasional / intermittent / temporary type of requirement for short duration as and when indent is placed for the same.
3. Offers in the financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in pen ink or ball pen. Use of pencil will be ignored. The relevant supporting documents as mentioned or required should be enclosed along with the offer.
4. Technical & financial bid envelopes should be individually sealed and then placed in a third envelope to be sealed and super scribed with tender number, due date of submission. Bids received beyond last date of bid submission will be rejected. **No tender will be entertained by E-mail / FAX.**
5. The tender shall be submitted in a sealed envelope bearing the following reference on the top left corner: "Tender No.:" **latest by 15th February 2022 at 15:00 hrs and addressed to: "The Deputy Registrar, Indian Institute of Information Technology Kalyani, 14 Adivasi Para Road, Webel IT Park Kalyani - 741235. West Bengal.**
6. Terms & conditions and any other factor which may affect the contract, shall be open for discussion for wider competition and competitive prices.
7. At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

8. The amendment will be published on Institute website. In order to afford prospective tenderer(s) reasonable time in preparing their bid after the amendment, the Institute may, at its discretion extend the deadline for the submission of tender.

9. Technical bid will be opened on 15th February 2022 at 16: 00 hrs in the Office of the Institute in the presence of the tenderer or their authorized representative, present at the scheduled time.

10. Date and time of opening of financial bids will be decided after technical bids have been evaluated by the Institute. Financial Bids of only those Tenderers will be opened, who qualify the eligibility criteria, on the specified date and time. The date, time & place of opening of the financial bids will be intimated in due course of time.

11. In the event of the due date of receipt and opening of the tender(s) being declared as holiday for the Institute, then due date of receipt / opening of the Tender will be the next working day at the same time.

12. The tenderer(s) are requested to read the tender document carefully and ensure compliance with all the instructions. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.

14. The tender document, duly signed and stamped on each pages, shall be returned in original with the technical bid, as a proof to confirm the acceptance of the entire term & conditions of tender.

15. Any amendment and / or addition made to the tender are not permissible after opening of the tender, incomplete tender(s), will be rejected.

16. The Institute reserves the right to reject any or all tender(s), wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever.

INSTRUCTIONS TO TENDERER

17. Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). The cover for Part – I should be super- scribed as “Tender for Supply of Manpower, Part – I Technical Bid” and the cover for Part – II should be super-scribed as “Tender for Supply of Manpower, Part – II Financial Bid”.

18. Part –I (Technical Bid):Technical bid should contain information regarding constitutional documents (Memorandum and Articles of Association or Registration of Firm etc), ESI & EPF Registration, Business Turnover, experience in the sector, valid Labour Contract Licenses under Contract Labour Act / Laws and other details of the company / firm to enable judging the suitability of the tenderer. Self-attested copies of all supporting document(s) should be enclosed with technical bid in the prescribed format i.e. **Appendix A** which should inter alia contain the documents as per succeeding paras.

19. Eligibility Criteria:Agencies fulfilling the following requirements shall only be eligible to apply:-

a) Only registered / licensed labor supplier’s agency (Labour Contractor) with labour Department of any State Govt. / Central Govt. shall be eligible to apply. Self-attested valid registration copy must be enclosed with technical bid.

(b) Tenderer should have experience of at-least 3 years to supply the manpower to the Government / Semi Government Institutions or big private organizations for the various jobs. **At-least two latest copy of satisfactory work completion certificate must be enclosed with technical bid.**

(c) Annual turnover of the tenderer for each of the last three financial years shall not be less than **Rs 3,00,000 (Rupees Three Lakhs only)**. Audited financial statements, duly certified by Chartered Accountant (CA) for the past three years, shall be enclosed with the technical bid in support thereof along with copies of Income Tax return.

(d) The tenderer has not been debarred and / or blacklisted by any Central Government and / or any State Government Department(s) and the tenderer should not have any litigation in any of the labour court(s). An affidavit to that effect on Non-Judicial Stamp paper of Rs 10/- duly notarized, shall be enclosed with the technical bid. The proforma of the affidavit is attached with the tender as **Appendix B.**

(e) The tenderer shall submit one copy of tender document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of tender's term & conditions by tenderer.

(f) The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and/or fail to submit the required documents as mentioned/ or required in tender document are liable to be summarily rejected.

(g) The Institute reserves the right to reject any or all tenders, wholly or partly or close tender at any stage prior to the award of contract without assigning any reason whatsoever.

20. Part – II (Financial Bid):

(a) The financial bid will be in the format enclosed with tender as **Appendix D** in separate sealed cover. Failure to provide price bid in a sealed separate cover will result in invalidation of the offer.

(b) The Bid should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. Tenderer should quote the price in figures as well as in words, the amount tendered by him. Alteration, if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.

(c) GST or any other taxes and Education Cess will be paid extra as applicable and will be chargeable on service charges.

21. Tender Evaluation: Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender documents. Evaluation of the proposals shall be done in two stages as:

(a) Stage – I (Technical Evaluation):

(i) Institute shall evaluate technical bids to determine whether these qualify the essential eligibility criteria, whether the tenderer has submitted EMD & tender fee, whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the

documents as mentioned or required to be enclosed with technical bid have been submitted and whether bids are completed and generally in order.

(ii) After evaluation of technical bids, a list of the qualifying tenderer(s) shall be made. Short-listed tenderer(s) shall be informed for the date, time and place of financial bids opening. They may depute their representative(s) to attend the same on the scheduled date & time.

(b)Stage – II (Financial Evaluation):The financial bids shall be evaluated on the basis of **Service Charge** quoted by tenderer(s).

22. Award of Contract: After due evaluation of the financial bids, the Institute will award the contract to the lowest tenderer (hereinafter referred to as the “Contractor”).

23. Commencement of Contract:The contractor shall commence the work on receipt of letter of intent (LOI) / work order which shall be accepted by the contractor within not more than 10 days from the date of receipt of letter of intent (LOI) / work order (WO) 15 days from the date of signing of said LOI/order whichever is earlier.

24. Performance Security

(a) The contractor shall be required to furnish a Performance Security on or before contract commencement for an amount of Rs 25000/- (Rupees of Twenty five thousand only) in the form of irrevocable bank guarantee issued by any nationalized bank in prescribed format or FDR.

(b) The performance security, as furnished by the tenderer, shall remain valid for a period of **sixty days** beyond the date of completion of all contractual obligations of the contractor under the agreement to be executed by and between the Institute and the Contractor.

(c) In case the period of contract is extended further by the Institute in consultation with the contractor, the validity of performance security shall also be extended by the contractor accordingly, so that such performance security shall remain valid for a period of **sixty days** after the expiry of the contractor obligations of the contractor for the extended period.

(d) Failure of contractor to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of contract and forfeiture of earnest money / performance security.

25. Terms & Conditions:

Additional Mandatory Conditions

(I) The Bidder should have minimum of 3 (three) years’ **(desirable 5 (five) years)** similar experience and must have successfully completed at least:

- (i) Three (03) similar assignment of Central/State Government or its Departments/PSUs/ autonomous bodies/statutory bodies of costing not less than the amount equal to 40% of the estimated cost during the three consecutive financial years 2018-19, 2019-20 and 2020-21, OR
- (ii) Two (02) similar assignment of Central/State Government or its Departments/PSUs/ autonomous bodies/statutory bodies of costing not less than the amount equal to 50% of the estimated cost during the three consecutive financial years 2018-19, 2019-20 and 2020-21, OR

- (iii) One (01) similar assignment of Central/State Government or its Departments/PSUs/ autonomous bodies/statutory bodies of costing not less than the amount equal to 80% of the estimated cost during the three consecutive financial years 2018-19, 2019-20 and 2020-21.
- (II) The bidder must have a minimum manpower of 50 workers deployed for services of similar nature as on the last date of tender submission.
- (III) The Bidders shall have the office in Kalyani. Dist. Nadia, West Bengal. In case of non-presence of the office in Kalyani, it is required to submit a declaration stating they will establish the same within two months of award of contract.

Statutory Compliances:

1. It will be the sole responsibility of the Agency / Contractor / Service provider to abide by the provisions of the acts i.e., Employees State Insurance Act- 1948, Employees Provident Fund And Misc. Provisions Act- 1952, The Contract Labour (Regulation and Abolition) Act- 1970, Industrial Disputes Act- 1947, Payment of Bonus Act- 1965, Payment of Gratuity Act- 1972, Workmen's Compensation Act- 1923, Maternity Benefit Act- 1961, Laws related to wages ,child labour contract labour and any other Act or Legislation brought from time to time, which may govern the nature of the contract as may be applicable from time to time as to the outsourced manpower engaged by him/her for performance of this contract. The agency / contractor shall maintain all necessary registers and display notices as pre-mandatory requirement under the law of land.
2. The Agency / contractor will pay minimum wages notified by Government of West Bengal and if any notification is issued, it will be informed to the agency / contractor after the approval of the Institute.
3. The Agency / Contractor shall comply with all requirements under central, state and local tax laws (tax, duties, levies, etc.) and shall be responsible for payment of all taxes and other statutory payments to the respective authorities. These taxes would be properly accounted by the agency / contractor and claimed from the Institute.
4. Any liability arising on the IIIT Kalyani shall be deducted from the bills of the agency / contractor first and if the full amount is not recovered then the same will be recovered from the performance guarantee of the agency / Contractor.
5. Dress Code: The Agency / contractor have to enforce the outsourced manpower to wear a proper uniform with the logo of the agency or the contractor as approved by the Institute. Two sets of uniforms and other items necessary for outsourced worker safety will also be provided by the agency /contractor at their own cost.
6. Depending on the requirement, the agency / contractor should shift the outsourced manpower from time to time among the Departments/ Centres/ Schools / Hostels / Institute Buildings / Administrative Sections etc. under their contract. The Institute reserves the right to shift outsourced manpower among Departments/ Centres/ Schools / Hostels / Institute Buildings / Administrative Sections etc. without assigning any reasons. The decision of the Institute w.r.t. the requirement of manpower deployment shall be final.
7. The agency / contractor shall make his/her own arrangements for the engagement of all outsourced manpower and the outsourced manpower should be healthy and not suffering

from any contagious diseases. Any form of contagious disease, unhealthy condition, bad behaviour etc. of an outsourced worker should be brought to the immediate notice of the Institute.

8. It will be the responsibility of the Agency / Contractor that the outsourced manpower engaged by him/her for outsourced services will be present at their work place for the entire period of their duties.
9. The agency / Contractor Provider should be in constant touch of the Institute authority.
10. The Agency / Contractor will not allow or permit his/her/their outsourced manpower to participate in any Trade Union activities or agitation in the Institute premises, violation of which may result in the termination of the contract immediately.
11. No right, much less a legal right, shall vest in the contractor's outsourced manpower to claim/have employment or otherwise seek absorption in the IIIT Kalyani nor the contractor's outsourced manpower shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the IIIT Kalyani. The outsourced manpower will remain the employees of the Agency / Contractor and this should be the sole responsibility of the Agency / Contractor to make it clear to their outsourced manpower before deputing on work in the Institute.
12. The Agency / Contractor will be fully responsible for any accident or mishaps involving outsourced manpower engaged by the agency / Contractor and the agency / Contractor would pay claims made by the victims. The agency / Contractor shall indemnify the Institute from any claims arising out of the accidents, disabilities of any nature or death or arising out of provisions of law, or any other nature in respect of all outsourced manpower engaged by the agency / Contractor.
13. The agency / contractor are required to depute his authorized representative at the work site who shall receive the instructions from the Institute authority from time to time. All such instructions received by the authorized representative on behalf of the agency / Contractor shall be deemed to have been received by the agency / Contractor within the scope of the contract.
14. The agency / Contractor shall be liable to pay compensation for any loss and damages caused to the property of the Institute or its staff members/visitors by his/her outsourced manpower.
15. The agency / Contractor shall be personally responsible for the conduct of his/her outsourced manpower and in case of any complaint against any of his staff, the agency / Contractor will be under obligation to change the outsourced worker concerned when instructed by authority. The agency / Contractor shall observe all the relevant laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The Institute will not and cannot hold any responsibility with regard to an outsourced worker on the role of the agency / Contractor whatsoever.
16. The agency / Contractor and his/her outsourced manpower shall follow the rules and regulations of the Institute in force and instructions issued from time to time. The Institute will be free to take action against the Contractor for violating the same.

17. The agency / Contractor have to ensure that no outsourced worker should remain in the Institute after the duty hours assigned unless instructed by the Institute otherwise.
18. The performance guarantee shall be forfeited and any unpaid bills will not be paid in the event of premature withdrawal by the agency / Contractor from the job assigned.
19. If the agency / Contractor denies or refuses to provide the services under the contract after receiving the work order, the agreement shall stand terminated without any notice and in such cases the Contractor would be liable to compensate the Institute for any losses caused to it due to non-fulfilment of the contractual obligations in addition to forfeiture of Performance Security.
20. IIIT Kalyani reserves the right to terminate the contract without assigning any reason by giving a notice of two months. The agency /Contractor will also have to serve a notice of two months, if he/she wishes to terminate the contract.
21. At any time during the period the contract, if it comes to the notice of the Institute that the agency / Contractor has mislead this office by way of giving false/incorrect information which has been material in award of the contract, the contract shall be liable to termination without any notice besides other legal action as per law.
22. The agency / contractor shall not appoint any Sub Contractor to carry out any obligation under the contract.
23. All the allied benefits such as Leave, Gratuity and Bonus etc. shall be paid by the contractor and the Institute shall not incur any liability or additional expenditure, whatsoever for personnel deployed.
24. It is mandatory that the Outsourced Manpower must be paid through bank only in terms of instruction of the Labour Commissioner. The monthly final wages sheet should be submitted with all relevant documents like EPF, ESI etc.
25. The respective agency / contractor shall bear the full expenditure in respect of payment of bonus / profit sharing to the manpower supplied through them (Refers Payment of Bonus Act, 1965 as revised / amended from time to time).
26. The contractor shall abide, including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.
27. The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
28. The contractor shall be responsible for compliance of all the laws/ rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/workers, engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of the contract.

29. The contractor shall submit periodical returns as may be specified from time to time.
30. The Contractor must provide wage slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at the Institute. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Institute to deduct a proportionate amount from the bills, as decided by the Competent Authority of Institute.
31. Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Institute premises after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities.
32. Contractor shall deal with and settle the matters related with Union of India, State Government(s) and Government UT Administrations and shall make sure that no labour disputes / problems are referred to Institute. It shall totally indemnify Institute in this regard.
33. Contractor should at all times indemnify Institute against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Institute will not own any responsibility in this regard.
34. Contractor staff shall always be disciplined and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Institute in all respects under this contract.
35. Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
36. The agency / contractor shall replace immediately any of its personnel who are found unacceptable to IIIT Kalyani because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from IIIT Kalyani.
37. The agency / contractor shall immediately provide a substitute after the approval of Competent Authority of the Institute in the event of any person leaving the job due to his/ her personal reasons. The delay in providing a substitute beyond seven working days shall attract a pre-estimated agreed liquidated damage @ Rs. 500/- (Five Hundred only) per day on the agency /contractor/ firm.
38. For all intents the agency / contractor / firm shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed in IIIT Kalyani. The persons deployed in IIIT Kalyani shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority.

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

Termination / Early Leaving of contract

1. The following infractions by the agency / contractor can attract the fines mentioned below:
 - (i) Early leaving of contractor before completion of contract period after giving a written notice two months prior to departure: Full Performance Guarantee amount will be forfeited.
 - (ii) Early leaving of contractor before completion of contract period without giving a written notice two months prior to departure: Full Performance Guarantee amount and all pending bill amount will be forfeited. The contractor will not be allowed to work in IIIT Kalyani for next three years. The violation of contract would be notified to all known places where the contractor is/was serving asking them to blacklist the contractor.
 - (iii) Agency / Contractor not giving two sets of uniforms to outsourced manpower. Those will be given to the outsourced manpower from the Institute and 1.5 times the actual expenses borne by the Institute will be deducted from the payment to the contractor.
 - (iv) Agency / Contractor tampering with the attendance record of outsourced manpower, wilfully allowing outsourced manpower to be absent after giving attendance, utilizing outsourced manpower for personal work during working hours: Full service charge will be forfeited and the wages of the concerned outsourced manpower will not be reimbursed to the contractor.
 - (v) Agency/ contractor not giving ESI, EPF and Bonus to outsourced manpower in due time: Twice the total amount will be fined and labour bill will not be cleared. The contractor will not be eligible to participate in any future tenders of the institute.
 - (vi) Inducting or allowing unauthorized outsourced worker: No service charge will be paid to the contractor, twice the average monthly wages per unauthorized outsourced worker will be fined and the unauthorized outsourced worker will not be allowed to work in the Institute. The agency / contractor will NOT be considered in future tendering of the Institute.
 - (vii) All fines deducted by the Institute from the agency /contractor will be during the clearance of bills.
 - (viii) If the agency / contractor repeatedly violates any terms and conditions of the contract or fails to supply required number of unskilled / semi-skilled / skilled / highly skilled manpower despite IIIT Kalyani having served him proper notice of two months for termination of the contract, the contractor shall be liable to be terminated and security amount (performance guarantee) so deposited shall be forfeited.
 - (xi) If any agency / contractor is terminated due to misconduct or infraction of terms-and-conditions of the contract then the labour contract on their part will be swiftly transferred to another labour contractor / agency.

Duration of Contract:

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

PERFORMANCE GUARANTEE

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

- (i) The time allowed for submission of performance guarantee without penalty shall be 15 days from receiving of "Letter of Acceptance". This period can be further extended as written request of the successful bidder by the Deputy Registrar for a maximum period of 15 days beyond the initial period of 15 days (without penalty period) with a late fee of @1.00% per day of Performance Guarantee Amount. If the successful bidder still fails to submit the performance guarantee, then the bid shall be rejected and treated as cancelled and necessary action shall be initiated by the Institute as per the Bid Security Declaration.
- (ii) The performance guarantee shall be in the form of Bank Guarantee on relevant stamp paper from any Nationalized Bank. Sample format is attached in ATC.
- (iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion of contract plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time plus 60 days for completion of work.
- (iv) The Institute shall not make a claim under the performance guarantee except for amounts to which the IIIT Kalyani is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Institute may claim the full amount of the Performance Guarantee.
 - b. Failure by the contractor to pay any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by the Institute
- (v) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director, IIIT Kalyani.
- (vi) **Refund of Performance Guarantee:** The performance guarantee shall be returned to the contractor, without any interest after recording of the completion certificate for the work by the Deputy Registrar.

FOR ECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

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

FORCE MAJEURE

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

Disputes and Jurisdiction

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

IIIT KALYANI'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- (i) IIIT Kalyani reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of IIIT Kalyani's action. The decision of the competent authority in IIIT Kalyani shall be final and binding on the contractor firm.
- (ii) The contractor shall at his own cost, if required, take necessary insurance coverage in respect of his/her staff and other personnel for service to be rendered and shall also, during the time period of the contract, **comply with all the relevant labour laws as may be applicable or modified from time to time by the concerned authorities and in no case the IIIT Kalyani would compensate for the losses and damages of material/men power.**

- (iii) The firm shall comply with all the prevalent rules and regulations in force relating to EPF Act, ESI Act., and Minimum Wages Act etc.
- (iv) All employees of the Agency/Contractor shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/Contractor at their own cost. The ID Cards will be issued by the Contractor.
- (v) IIIT Kalyani is a '**No Smoking Zone**'. The Contractor should ensure that his employees do not smoke while working in the area. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and chew pan/khaini/tobacco etc. They will not play cards or indulge in 'gambling' on the area.
- (vi) The agency /contractor will issue Identity cards to its outsourced manpower after getting them verified by the Institute authority. It will also be strictly monitored and a fine of Rs. 500/- (Rupees five hundred only) per outsourced worker will be imposed and will be deducted from the bill if any of the outsourced manpower is found without the Identity Card.
- (vii) Aprons, scrubs, gloves, uniforms and appropriate shoes/gumboots (according to the nature of work) must be provided by the agency / contractor and the outsourced manpower shall be responsible for proper usage of it. If proper safety guidelines are not followed by the agency / contractor then heavy fine will be imposed on the agency / contractor. Every year, two sets of uniforms bearing name and logo of the agency / contractor have to be given to the outsourced manpower.
- (viii) The agency / contractor shall ensure that the manpower deployed in IIIT Kalyani confirm to the technical specifications of age, educational and skill qualification prescribed by IIIT Kalyani.
- (ix) The agency / contractor should make suitable arrangement for supervision of the manpower supplied and other related works.
- (x) The agency / contractor shall in no case pay its employees less than the minimum mandatory rates per month in accordance with the Minimum Wages fixed by the Government of West Bengal or as approved by IIIT Kalyani and a record of that should be kept in a register, which shall be made available for examination to IIIT Kalyani, as and when demanded.
- (xi) The Attendance for the manpower engaged will be approved by the concerned HOD/HOC/HOS/PIC where the manpower is deployed for duties. The agency / contractor shall maintain a daily attendance register (as per format specified in labour laws and revised from time to time) including the number and names of the workers engaged in the office for works as per scope of the contract. Also it shall maintain a complaint book, which should be made available as and when required.
- (xii) The successful bidder may decide to pay Bonus to its employees, but Institute will not reimburse any payment towards Bonus.

Service Charge

- (i) Service / administrative charges should be in conformity with the Ministry of Finance, Department of Expenditure, PP Division's OM No. 29(1)/2014-PPD dated 28/01/2014 and notification issued by Govt. of India from time to time in this regard.
- (ii) If a bidder quotes 'NIL' Charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- (iii) While in a separate clarification issued by Ministry of Commerce & Industry vide letter no: 31/14/1000/2014- GA dated 17.09.2014, it has been mentioned that the Quotations offered over and above the minimum wages of the Central/State Govt. (as applicable) pertaining to Service Charges/ Administrative Charges quoted by the bidder necessarily has to be over and above Zero percent. Further zero percent included all derivatives of zero upto 0.9999 and thereof.
- (iv) The service charge shall be in percentage and upto two figures after decimal. (e.g. ab.cd%)
- (v) Any service charge not adhering to the above guidelines shall be considered unresponsive and such bid shall not be considered. The service charge is also to be at Percentage common to all categories (i.e. unskilled/ semi-skilled / skilled / highly skilled manpower).
- (vi) Service charge quoted by the firm/ agency / company would be fixed for the entire period of contact.
- (vii) Bidders quoting excessively less Service Charge may not be considered for further evaluation. The Service Charge should be calculated after giving consideration to deductions on account of TDS; cost of two sets of uniform, one pair of shoes, stationery, accounting and administrative charges, cost of recruitment process etc. along with suitable profit thereafter to the prospective bidders.
- (viii) Tender evaluation committee of IIIT Kalyani reserves the right to negotiate with any or all tenderer(s) about the terms of the tender.

AWARD of Contract

- (i) IIIT Kalyani shall evaluate as the most suitable by those eligible bidders whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable by IIIT Kalyani.
- (ii) Award of work shall be considered on the basis of requirement as assessed by IIIT Kalyani.
- (iii) A work order will be issued by IIIT Kalyani to the successful bidder.
- (iv) The Agency should begin the service by **15 (fifteen) days** after the award of work order.
- (v) The selection of the agency will be at the sole discretion of the IIIT Kalyani.
- (vi) The contract for supply of outsourced manpower in at IIIT Kalyani shall be awarded to the qualified tenderer who quotes the lowest rates as per as the given Financial Bid Proforma. Decision of IIIT Kalyani will be final in this regard.

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

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

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

(x) A merit list of the technically qualified service providers / contractors will be prepared based on the lowest service charge quoted by the service providers / contractors. The offer for outsourced services will be made the lowest bidder L-1. However, the Institute reserves the rights to take decision, if necessary, by the Committee as approved by the Competent Authority.

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

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

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

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

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

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

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

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

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

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

- (xvii) In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Institute reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.
- (xviii) The Institute may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

NOTIFICATION OF AWARD OF TENDER AND ISSUANCE OF 'LETTER OF ACCEPTANCE'

- (i) After determining the successful bidder after evaluation, the Institute shall issue a Letter of Acceptance (LoA) in duplicate, which will return one copy to Institute duly acknowledged, accepted and signed by the authorized signatory, within 10 days of receipt of the same by the successful bidders.
- (ii) The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding to the contractor.
- (iii) The contract shall commence from the date of receipt of acceptance of the work order which shall be accepted by the manpower supplier firm within not more than 10 days from the receipt of the order or 15 days from the date of said order, whichever is earlier and shall continue till one year. IIIT Kalyani reserves the right to extend the duration of contract for further three years on half-yearly basis, on the same terms & conditions based on satisfactory performance of the Service Providers unless it is curtailed or terminated by IIIT Kalyani.

IMPORTANT

- (i) The Institute may accept or reject any or all the bids in part or in full without assigning any reason and does not bind itself to accept the lowest bid. The Institute at its discretion may change a criteria/drop any item or part thereof, of the tender document, at any time before placing the work order /contract.
- (ii) In case of any dispute or interpretation of clause, decision of the Director, IIIT Kalyani shall be final and binding on the bidders.
- (iii) For any technical query, pertaining to this bid document or clarification on scope of work, terms and conditions etc.,
- (iv) While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained. Each Bidder should notify the Institute of any error, omission, or discrepancy found in this document.
- (v) The tenderer submitting the tender would be deemed to have considered and accepted all the terms and conditions of the contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
- (vi) The Institute reserves the right to add, delete and modify the terms and conditions at any point of time

PAYMENT TERMS

- (i) Payment shall be made on monthly basis and on receipt of monthly bill/s addressed to '**The Deputy Registrar, IIIT Kalyani**', supported by the attendance sheet of the persons deputed duly certified by HOD/HOS/HOC etc. and proof of payment of wages to Outsourced Manpower, EPF, ESI contribution, GST etc.
- (ii) At the end of every month, the agency / contractor will pay the wages (As per minimum rates of Wages notified by GOI, revised from time to time) and benefits i.e. EPF, ESI, etc. to the contractual outsourced manpower based on their attendance record. The agency / contractor shall submit a comprehensive bill including the **service charge (on payment of wages made to outsourced manpower exclusive of GST / ESI / EPF etc.)** towards the supply of contractual labour with all payment records and other documents (ESIC receipt , EPFO receipts , GST challan etc. as applicable) to the Outsourced Manpower Office, IIIT Kalyani. No reimbursement of labour cost will be made without documentary proof of attendance record, payment of wages and benefits.
- (iii) The agency / contractor would ensure that the payment of wages to the manpower is made on or before 5th of every month, There should be no linkage between manpower payment and settlement of contractor`s bill from the Institute.
- (iv) The agency /contractor shall arrange at its own cost for collection of attendance of outsourced manpower from work place and other requisite supporting documents for submission of bills.

PRICES

- (i) Prices charged by the service provider for the services performed under the contract shall not be the higher than the price quoted by the supplier in his bid, except the revision/ amendment of statutory rates (such as minimum wages, EPF/ ESI or similar nature) by the Government or other statutory authority, wherever applicable.
- (ii) In case of reduction of taxes and other statutory duties during the tenure of contract, IIIT Kalyani shall take the benefit of decrease in these taxes/duties / rates for the supplies made from the date of enactment of revised statutory rates/duties/taxes.
- (iii) In case of increase in statutory rates/ duties/taxes during the period of contract, IIIT Kalyani shall revise the prices as per new statutory rates/ duties/taxes for the supplies, to be made during the remaining contract period as per terms and conditions of the Work Order.

CHANGES IN PURCHASE/ WORK ORDERS

- (i) IIIT Kalyani may, at any time, by a written order given to a Supplier/ Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.
- (ii) If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or contract period, or both, and the contract shall accordingly be amended. Any proposal by the Supplier/ Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

TERMINATION FOR DEFAULT

- (i) IIIT Kalyani may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier/ Agency, terminate this contract in whole or in part,
- (ii) If the Supplier/ Agency fail to execute the services within the schedule time and satisfactorily, IIIT Kalyani may terminate this contract in whole or in part, or impose the penalty as per clause of tender document.
- (iii) If the Supplier/ Agency fails to perform any other obligation(s) under the Contract; and
- (iv) If the Supplier/ Agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as IIIT Kalyani may authorize in writing) after receipt of the default notice from IIIT Kalyani.
- (v) In the event IIIT Kalyani terminates the contract in whole or in part to IIIT Kalyani may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier/ Agency shall be liable to IIIT Kalyani for any excess cost for such similar services. However, the Supplier/ Agency shall continue the performance of the contract to the extent not terminated.

TERMINATION FOR INSOLVENCY

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

Special conditions of the Contract: -

1. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
2. Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
3. IIIT Kalyani reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid as per bid declaration form.
4. The Agency shall be responsible for compliance of all applicable laws, codes, statutory Regulations & established practice as required for performance of services under this contract. Whether now in force or which may hereinafter come in force during the currency of the contract and or extension thereof.
5. Invoices should be in the name of the Deputy Registrar, IIIT Kalyani, Kalyani-741235, Dist: Nadia, West Bengal, India.

(Other terms and conditions)

1. CODE OF CONDUCT:

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

2. CONFIDENTIALITY

The Contractor shall strictly observe that its staff:

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

3. INDEMNIFICATION

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

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

4. Confidentiality

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

5. Tender disclaimer

- (i) This Tender document containing Annexure and subsequent Addenda and Corrigenda (if any) has been prepared solely for the purpose of enabling the Institute to select a Service Provider for **supply of unskilled/ semi-skilled / skilled / highly skilled manpower for various outsourced services in IIIT Kalyani** as per specifications, terms and conditions and scope defined in this tender document.
- (ii) The Bidder will be required to be innovative, capable and would need to extend all their resources in order to meet the expectation of Institute towards providing the required services. This document is not a recommendation, offer or tender to enter into a contract, agreement or other arrangement in respect of the supply and services as per the scope of this document.

6. Costs to be borne by Bidders

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

7. Legal Relationship

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

8. Disqualification

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

9. Acceptance of Terms

- (i) The purpose of the tender document is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the tender document. Though the tender document has been prepared with sufficient care and diligence with an endeavour to provide all required information to the potential Bidders, the Institute acknowledges the fact that the potential Bidders may require more information than what has been provided in the tender document. Accordingly, in such cases, the potential Bidder(s) may seek additional information/ clarification required from the Institute. The Institute reserves the right to provide such additional information/ clarification at its sole discretion.
- (ii) The Institute makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the tender document. A Bidder will, by responding to the Institute's tender document, be deemed to have fully read, understood and accepted all the terms as stated in this tender document. It is the Bidder's responsibility to:
 - (a) Properly understand and examine the tender document;
 - (b) Examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
 - (c) Satisfy itself as to the completeness, correctness and sufficiency of its response;

10. LIABILITIES OF THE INSTITUTE

- (i) This Tender is not an offer by the Institute, but an invitation for Bidder responses. No contractual obligation on behalf of the Institute whatsoever shall arise from the tender process unless and until a formal Service Agreement is signed and executed by duly authorized officials of the Institute and the selected Bidder/s.
- (ii) Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the definitive agreement, without prejudice to the other actions that the Institute may take. All the submissions, including accompanying documents, will become the property of the Institute and in no case the submitted documents will be returned to the bidder.

11. Deployment of Outsourced Manpower

- 1. The agency / contractor shall submit a list of all personnel deployed by them in the entire campus giving all details of age, address, contact number, qualification, experience etc., in respect of each personnel to IIIT Kalyani. Personnel who are qualified to carry out the duties assigned to them and are competent with past experience of having worked satisfactorily in the past should only be deployed. They should also be physically fit and of proven integrity. Herein after referred to as the '**Outsourced Manpower**'.
- 2. The Outsourced Manpower deployed should not deal with IIIT Kalyani officials for their personal / HR issues. All issues will be addressed through the Service Providers.
- 3. The Institute or the Nominated person (by the Institute), shall be at liberty to object to and require the agency / contractor to remove / forthwith any person employed by them from IIIT Kalyani if, in opinion of IIIT Official, such person misconducts himself, is incompetent or negligent in proper performance of his/her duties or whose employment is otherwise considered undesirable. The decision of the Institute or the Nominated person shall be

unquestionable and final and the contractor shall be under obligation to replace such a person.

4. All outsourced manpower as per record in Outsourced Manpower office will be utilized by the agency / contractor and no additional/substitute entry is allowed. The contractual outsourced manpower shall be placed at all times under exclusive supervision of the agency / labour contractor and under the exclusive supervision of supervisors at place of work in Departments/ Centres/ Schools /Administrative Sections / Hostels/ Institute Buildings. IIIT Kalyani reserves the right to reallocate / distribute contractual outsourced manpower from one place of engagement to the other. It is also mandatory that the agency / contractor keeps a complete record of background, origin and contact information of outsourced manpower utilized by him/her which should be provided upon the request from the Institute.
5. Any outsourced worker remaining absent for two months without written information will be terminated by the concerned contractor. Likewise, any outsourced worker not performing assigned duty must be given written warning by the concerned contractor with a copy to IIIT Kalyani. Upon repeated warning, IIIT Kalyani as principal employer can recommend removal / withdrawal of service of such outsourced manpower.
6. If the Institute wants to increase the manpower in the near future, looking into increase / expansion of administrative buildings or increase in the area of the deployment, this additional manpower so deployed by the manpower supplier firm / contractor, will be approved prior to its engagement and proportionate wages will be paid as per minimum wages. The manpower supplier firm / contractor have to submit separate bill for extra manpower deployed as per requirement, including on special occasions and as per the same terms & conditions of the work order/contract.

1. Scope of Work

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

Tentative requirement	Category			
	Un-skilled	Semi-Skilled	Skilled	Highly Skilled
Approximate number	16	0	1	0

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

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

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

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

5. The normal working hours shall be Institute working hours. However, the timing may be changed at the discretion of IIIT Kalyani from time to time. In case of urgency/ emergency, the worker can be deployed beyond normal duty hours, which shall be compensated either in monetary or leave form, also for job works and housekeeping the suitable timing will be according to need.

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

7. The unskilled / semi-skilled/ skilled / highly skilled manpower presently working in IIIT Kalyani, on contract basis may be engaged by the agency / contractor as per his own terms and conditions.

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

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

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

11. The engagement of the persons deputed will be on No work – No pay basis.

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

13. The Institute would raise an indent for manpower requisition, clearly defining the role profiles including duties and responsibilities of the manpower needed. The role profile will clearly give details of competencies / skills needed, educational qualifications, relevant experience and estimated duration of requirement. The agency would be required to send resume of the candidates having relevant experience and qualification within 15 days (or earlier as the case may be) of sending the requisition. Contractor shall arrange to conduct an interview of the candidates.

2. OFFICIAL RECORDS:

1. The contractor shall maintain complete official records of disbursement of wages, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the Institute.
2. The contractor shall maintain a personal file in respect of all the staff, which is deployed in The Institute. The personal file shall invariably consists of personal details such as name, address, date of birth, gender, residential address, (Temporary / Permanent) etc. and all grievances recorded by the staff vis-a-vis action taken etc.
3. The contractor shall furnish an undertaking that within ten days of the close of every month they will submit to the Institute a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.
4. Each bill for supply of outsourced manpower must accompany the:
 - (a) List of employees with their date of engagement
 - (b) The amount of wages (The contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
 - (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC.
 - (d) Declaration of the contractor regarding compliance of EPF I ESIC requirements.
5. All the records / registers as specified in the labour laws shall be maintained and shall be put up for inspection as when instructed by the Institute or by the appropriate inspection agency.
6. The particulars / scope of the work are provisional and must be considered only as advance information to assist the applicant.

FORMAT OF PERFORMANCE BANK GUARANTEE

ON RELIVANCE STAMP PAPER (NON-JUDICIAL)
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PERFORMANCE BANK GUARANTEE

To

Dear Sirs,

1.0 In consideration of the Indian Institute of Information Technology, Kalyani, WEBEL IT Park Campus, Kalyani, Nadia, West Bengal, PIN - 741235 (hereinafter referred to as IIIT Kalyani, which expression shall unless repugnant to the context or meaning thereof be deemed to include their successor interest and assigns on the one part having awarded the service to provide manpower in favour of having registered office at (hereinafter referred to as the CONTRACTOR), which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assigns, on the other part, by signing an agreement no.

.....on hereinafter referred as the AGREEMENT for providing manpower on terms and conditions set out interalia in the AGREEMENT mentioned above as "CONTRACT" documents, valued at Rs. (Rupees) the same having been unequivocally accepted by the CONTRACTOR and the CONTRACTOR having agreed to provide a performance bank guarantee for the obligations/liabilities under the contract equivalent to 3% of the said value of the Contract to the PURCHASER IIIT Kalyani amounting to Rs..... (Rupees) as Contract security in the form of a Bank Guarantee.

2.0. We hereinafter referred to as 'The Bank' which expression, shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees do hereby irrevocable guarantee and undertake to pay the PURCHASER IIIT Kalyani,

MERELY ON DEMAND WITHOUT any previous notice and without any demur and without referring to any other source, any and all monies payable by the CONTRACTOR by reason of any breach by the said CONTRACTOR of any of the terms and conditions of the said CONTRACTOR including non-execution of the "CONTRACT AGREEMENT" to the extent of 3% of the Contract price upto . Any such demand made by the Purchaser IIIT Kalyani on the Bank shall be conclusive and binding absolute and unequivocal not withstanding any difference between the IIIT Kalyani and the CONTRACTOR or any dispute or disputes raised/pending before any court, tribunal, Arbitrator or any other authority.

The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to the IIIT Kalyani is fully paid and claims satisfied or till the IIIT Kalyani discharges this guarantee.

3.0 The Bank further irrevocably guarantees and undertakes to pay any and all monies due and payable by the CONTRACTOR by reasons of non-fulfillment of any of the following obligations.

3.1. In the event of failure by the CONTRACTOR to satisfactory providing manpower and necessary documents in complying with the provisions of the agreement.

4.0. The IIIT Kalyani shall have the fullest liberty without affecting in any way the liability of the Bond under this guarantee, from time to time, to extend the time of performance by the CONTRACTOR. The bank shall not be released from its liabilities under these presents by any exercise of IIIT Kalyani of the liberty with reference to the matter aforesaid.

5.0. The IIIT Kalyani shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants contained or implied in the agreement between IIIT Kalyani and the CONTRACTOR or any other course of remedy or security available the IIIT Kalyani and

the bank shall not be released of its obligations / liabilities under these presents by any exercise by IIIT Kalyani of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act of forbearance or other acts of omission or commission on the part of IIIT Kalyani or any other indulgence shown by IIIT Kalyani or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of IIIT Kalyani.

6.0 The Bank further agrees that the decision of IIIT Kalyani as to the failure on the art of

the CONTRACTOR to fulfill their obligations as aforesaid and/or as to the amount payable by the Bank to IIIT Kalyani hereunder shall be final, conclusive and binding on the Bank.

7.0. The Bank also agrees that IIIT Kalyani shall be entitled at his opinion to enforce this

guarantee against the Bank as a principal debtor, in the first instance notwithstanding any

other security or guarantee that it may have relations to the CONTRACTOR'S liabilities.

8.0. This guarantee will not be discharge due to the change in the constitution of the Bank or the CONTRACOR.

9.0. Notwithstanding anything contained hereinabove, our liability under this bank guarantee shall not exceed Rs. (). This bank guarantee shall be valid upto . It is a condition to our liability for

payment of the guarantee amount or any part thereof arising under this bank guarantee that we receive a valid return claim or demand for payment under this bank guarantee on

or before , failing which our liability under this bank guarantee will

automatically
cease.

WITNESS:-

1.....

SIGNATURE.....

(Signature with name in block letters and
with designation)

(Printed Name)

2.....

Bank's Common Seal:-

(Signature with name in block letters and
with designation)

Appendix A

Format for Technical Bid (on letter head)

S No	Descriptions	Information to be filled by the tenderer (if required separate sheets may be enclosed)
1.	Name, Address, Mobile No. & e-mail ID of Tenderer with complete contact details	
2.	Type of Organization (Whether proprietorship, partnership, private limited, limited company)	
3.	Name and Address of the Directors Proprietor /Partners	
4	Year of formation of the company/ experience as a Labour supplier agency	
5.	Details of Registration	R No Copy enclosed : Y / N
6.	Income Tax return for the last three financial years (attach copies)	Copy enclosed : Y / N
7.	Total turnover of the agency during last three financial years (attach copies)	Copy enclosed : Y / N
8.	Details of Registration with statutory Authorities like EPF and ESIC, etc (attach copies).	PF Registration No. Copy enclosed : Y/N ES Registration No Copy enclosed : Y / N
9.	(a) GST Registration Number (b) PAN Number No	No. Copy enclosed : Y / N No. Copy enclosed : Y/N

List of Major Clients, including Govt. Organizations/Academic Institutions

S. No.	Name of Client with Contact Details	Category/Nature of Manpower supplied	Duration for which Manpower Supplied (Yr)	No. of Manpower supplied.
01				
02				
03				
04				
05				

Note :- Please Furnish atleast two references of Senior executives as Under :-

S.No.	Name with Designation	Name of Company/Firm	Landline No.	Mobile No.	Email ID	Address
(a)						
(b)						

Copies of relevant documents are to be enclosed in support of above information

Turnover during the last three years

S.No.	Years	Turnover in Rupees (in words and figures)	Copy Enclosed/Not Enclosed
1	2018-2019		Y/N
2	2019-2020		Y/N
3	2020-2021		Y/N

Please enclose documentary evidence for above facts, duly verified by the Chartered Accountant (CA)

Copies of relevant documents are to be enclosed in support of above information.

Undertaking

(a) I, hereby, certify that the information stated above is true to the best of my knowledge. I have no objection to institute verifying any or all the information furnished in this document with the concerned authorities, if necessary.

(b) I also certify that, I have understood: the complete scope of work, all terms and conditions, indicated in the tender document and completely accept all of them.

(c) I also certify that, all employees enrolled are verified by police.

Appendix B

DETAILS OF ADMINSTRATIVE STAFF ON COMPANY ROLE

Name of Company :

Sl. No .	Designation	Total Number	Names	Qualification	Professional experience	Contact Nos.	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)

Note :- (a) Please mention the name of executive level employees only

(b) Total number of Employees enrolled before tender date (not less than 50)

Appendix C

DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER

(To be executed & attested by Public Notary / Executive Magistrate on Rs. 10/- non judicial stamp paper by the Tenderer)

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

(Or)

I/We _____ (Tenderer) hereby declare that the Tenderer namely M/s _____ was blacklisted or debarred by Union/State Government or any organization from taking part in Government tenders for a period of _____ years wef _____ to _____. The period is over on _____ and now the firm/Company is entitled to take part in Government tenders.

2. In case the above information found false, I/we are fully aware that the tender/contract will be rejected/cancelled by Director , IIIT Kalyani, and EMD/Performance security shall be forfeited.

3. In addition to the above, Director IIIT Kalyani will not be responsible to pay the bills for any completed /partially completed work.

DEPONENT

Attested
(Public Notary/Executive Magistrate)

Name _____

Address _____

Appendix D

PROFORMA FOR FINANCIAL BID (on letter head)

Ref. No.

Date :

1. I/We herewith submit the Financial Bid for the Supply of manpower, as per the details given in Tender document and assessed the scope of works thoroughly and have also gone through the tender documents and understood the terms & conditions stipulated therein before quoting the rates hereunder.

2. Our service charge is _____% (_____Percentage) of the monthly bill for reimbursement.

3. Our fee inclusive of all the statutory liability, duties fees, other charges but excluding of service tax. Service Tax or any other taxes and education cess will be paid by the Institute as applicable and will be charged on service charges of monthly bill.

4. As informed by the Institute over telephone that declaration should be considered under West Bengal

Government minimum wages act rates instead of Central Government minimum wages rate as mentioned in the

tender which was inadvertently stated.

DECLARATION

4. I/We undertake that the payment to the employees will be made as per minimum wages rates prescribed by Govt. of West Bengal from time to time under Minimum Wages Act and applicable statutory payments on account of EPF & ESI.

5. We have gone through the terms and conditions stipulated in the tender document and confirm to abide by the same.

6. No Other charges would be payable by Institute