

	<p>भारतीय प्रौद्योगिकीसंस्थानमद्रासचेन्ने 600 036  <b>INDIAN INSTITUTE OF TECHNOLOGY MADRAS Chennai 600 036</b>  भंडार एवं क्रय अनुभाग  <b>STORES &amp; PURCHASE SECTION</b>  Email: <a href="mailto:adstores@iitm.ac.in">adstores@iitm.ac.in</a>  दूरभाष: (044) 2257 8285 / 8286 / 8287 / 8288 फ़ैक्स: (044) 2257 8292  Telephone : (044) 2257 8285/8286/8287/8288 FAX: (044) 2257 8292  GSTIN: 33AAAAI3615G1Z6</p>	
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**BOOMA SOWRIRAJAN**

*Assistant Registrar (Stores & Purchase)*

Date: **03.05.2021**

Tender No. IITM/SPS/Manpower Service/003/2021-22/SPL

Due Date: **24.05.2021**

Before 2.00 p.m.

Dear Sirs,

On behalf of the Indian Institute of Technology Madras, Tenders are invited in two bid system namely technical bid and financial bid for:

**PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS AT IIT MADRAS**

conforming to the specifications enclosed.

**No manual bids will be accepted.** All tender documents including Technical and Financial bids should be submitted in **Government e-Market Place (GeM) portal through Custom Catalogue Based Bid** or in **Central Public Procurement Portal ([e-procurement](#))**

	<b>LAST DATE for receipt of Tender</b>	:	<b>24.05.2021</b> before 02.00 p.m
<b>1</b>	<b>Pre-bid meeting</b>	:	<p>Due to Pandemic COVID-19 restrictions, the Pre-bid Meeting will be conducted via Google Meet on <b>11.05.2021 @ 03:00 pm</b>. Please see the below link to join the meeting <a href="https://meet.google.com/irt-mowh-cjm">https://meet.google.com/irt-mowh-cjm</a></p> <p>Bidders are requested to register your participation and send email with details of person who will attend this meeting and their company details along with your queries to <a href="mailto:adstores@iitm.ac.in">adstores@iitm.ac.in</a> <b>on or before 10.05.2021</b></p>
	<b>Date &amp; Time of opening of Tender</b>	:	<b>25.05.2021 @ 03.00 p.m</b>

**GUIDELINES FOR TENDER SUBMISSION IN GOVERNMENT E-MARKET PLACE (GEM) PORTAL THROUGH CUSTOM CATALOGUE BASED BID**

Bidders are requested to go through the GeM Handbook for instructions, preparation of bids and submission of bid.

**General instructions to the Bidders:**

The tenders will be received online in GeM portal through Custom Catalogue Based Bid. In the Technical Bids, the bidders are required to upload all the documents in single pdf file.

**Assistance to Bidders:**

Any queries relating to the process of Custom Catalogue Based Bid submission or queries related to GeM Portal, contact by email [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in) or toll free nos. **1800-419-3436 / 1800-102-3436**.

<b>GUIDELINES FOR TENDER SUBMISSION IN CENTRAL PUBLIC PROCUREMENT PORTAL (E-PROCUREMENT MODE)</b>		
<b>A</b>	<b>Submission of Tender</b>	<p>: As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal URL: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a></p> <p>The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a></p> <p>All tender documents including Technical Bid &amp; Financial Bid should be submitted separately in online CPP portal as per the specified format only. Right is reserved to ignore any tender which fails to comply with the above instructions. <b>No manual bid submission will be entertained.</b></p>
<b>B</b>	<b>Instructions for online bid submission</b>	<p>: <b>REGISTRATION</b></p> <ul style="list-style-type: none"> <li>• Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal URL: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> by clicking on “Online Bidder Enrollment”. Enrolment on the CPP Portal is free of charge.</li> <li>• As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</li> <li>• Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</li> <li>• Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> with their profile.</li> <li>• Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.</li> <li>• Bidder then may log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.</li> </ul>
<b>C</b>	<b>Searching for tender documents</b>	<p>: • There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.</p>

		<ul style="list-style-type: none"> <li>Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “<b>My Tender</b>” folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.</li> <li>The bidder should make a note of the <b>unique Tender ID</b> assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.</li> </ul>
D	<b>Preparation of bids</b>	<p>:</p> <ul style="list-style-type: none"> <li>Bidder should take into account any corrigendum published on the tender document before submitting their bids.</li> <li>Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</li> <li>Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document / schedule and generally shall be in PDF / XLS formats as the case may be. Bid documents may be scanned with 100 dpi with black and white option.</li> <li>To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GSTIN Details, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “<b>My Documents</b>” area available to them to upload such documents. These documents may be directly submitted from the “<b>My Documents</b>” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.</li> </ul>
E	<b>Submission of bids</b>	<p>:</p> <ul style="list-style-type: none"> <li>Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues.</li> <li>The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.</li> <li><b>Bid Security Declaration has to be submitted in the Technical Bid</b> as per prescribed format given in <b>Annexure-8. Otherwise, the tender will be summarily rejected.</b></li> <li>A standard BOQ format has been provided in Annexure-5 with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the detail with their respective financial quotes and other details (such as name of the bidder). If the BOQ file is found to be modified by the bidder, the bid will be rejected.</li> <li>The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</li> </ul>

			<ul style="list-style-type: none"> <li>• The <b>Tender Inviting Authority (TIA)</b> will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.</li> <li>• The uploaded tender documents become readable only after the tender opening by the authorized bid openers.</li> <li>• Upon the successful and timely submission of bids, the portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the date &amp; time of submission of the bid with all other relevant details.</li> <li>• Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.</li> </ul>
F	<b>Assistance to bidders</b>	:	<ul style="list-style-type: none"> <li>• Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.</li> <li>• Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is [0120-4200462, 0120-4001002, 0120-4001005]</li> </ul>
G	<b>General Instructions to the Bidders</b>	:	<ul style="list-style-type: none"> <li>• The tenders will be received online through portal <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>. In the Technical Bids, the bidders are required to upload all the documents in single pdf file.</li> <li>• Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a></li> <li>• Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> under the "Information about DSC".</li> </ul>

TERMS AND CONDITIONS OF TENDER			
1	<b>Bid Security Declaration &amp; Performance Guarantee</b>	:	<p><b>As per OM No.F.9/4/2020 – PPD dated 12.11.2020, in lieu of EMD, the bidder may submit "Bid Security Declaration in the proforma given in <u>Annexure – E.</u></b></p> <p>The successful bidder shall submit a Performance Guarantee of 3% of the contract amount by way of DD/ Bank Guarantee obtained from any commercial bank, which would be released on expiry/termination of the contract after adjustment of dues, if any. The security deposit should be valid for two months beyond the duration of the contract</p>
2	<b>Preparation of Tender:</b>		<ol style="list-style-type: none"> <li>1) The bids should be submitted through online only in two bid system i.e. Technical Bid and Financial Bid separately.</li> <li>2) The tenderer has to submit the tender document duly signed on all pages by an authorized person and his / her full name and status be indicated below the signature along with official stamp of the firm. Submission of wrong / forged information / document will be liable to legal action, and rejection of tender submitted by the firm.</li> <li>3) The tenders of the contracting agency/firm/company not in possession of valid statutory license / registrations are liable for rejections.</li> </ol>

	<p>4) If any relative of the tenderer is an employee of the IIT Madras, the name, designation and relationship of such employee shall be intimated to the Registrar, IIT Madras in writing while submitting the tender.</p> <p>5) No tenderer will be allowed to withdraw / alter / modify after submission of tenders within the bid validity period.</p>
3	<p><b>Signing of Tender:</b></p> <p>The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in or not duly signed/authenticated. Specific attention is drawn to the delivery dates and terms and conditions enclosed herewith. <b>Each page of the bids required to be signed and bears the official seal of the Bidders.</b></p> <p>If the application is made by a firm in partnership, it shall be signed (with seal) by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.</p> <p>If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of association duly attested by a Notary Public.</p>
4	<p><b>Period for which the offer will remain open:</b></p> <p>The Tender shall remain open for acceptance/validity till: <b>120 days from the date of opening of the tender.</b> However, the day up to which the offer is to remain open being declared closed holiday for the Indian Institute of Technology Madras, the offer shall remain open for acceptance till the next working day.</p>
5	<p><b>Prices:</b></p> <ul style="list-style-type: none"> <li>• The prices quoted must be Nett considering all scope of work, terms &amp; conditions mentioned in <b>Annexure A. The prices quoted by the Bidders should be inclusive of GST and other statutory levies.</b></li> <li>• <b>All conditional tenders will be summarily rejected.</b></li> </ul>
6	<p><b>Terms and Conditions:</b> Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will likely to lead to rejection of offers.</p>
7	<p><b>Right of Acceptance:</b> IIT Madras reserves the right to reject the whole or any part of the Tender without assigning any reason or to accept them in part or full.</p>
8	<p><b>Communication of Acceptance:</b> Letter of Intimation and acceptance will be communicated by post /email to the successful bidder to the address indicated in the bid.</p>
9	<p><b>Duration of the contract:</b> Initially, the contract will be awarded for one year. The period may be further extended annually up to a maximum of another two years on annual basis depending on the satisfactory performance and as recommended by the Contract Monitoring Committee.</p>
10	<p>All information including selection and rejection of technical or financial bids of the prospective bidders will be communicated through CPP portal. In terms of Rule 173(iv) of General Financial Rule 2017, the bidder shall be at liberty to question the bidding conditions, bidding process and/or rejection of bids.</p>
11	<p><b>Conditions of contract:</b></p> <p>Bidder should quote on the basis of the conditions referred to in the invitation to tender and tender papers.</p>
12	<p><b>Bidder shall submit along with this Tender:</b></p> <p>Name and full address of the Banker and their swift code and PAN No. and GSTIN number.</p>
13	<p><b>Jurisdiction:</b></p> <p>All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the place from which the acceptance of</p>

	Tender is issued.
14	<p><b>Dispute Settlement:</b></p> <ul style="list-style-type: none"> <li>It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the <b>Director, IIT Madras</b> whose decision shall be final and binding on both the parties.</li> <li>It is also agreed that in case of any disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction at Chennai. The resultant contract will be interpreted under Indian Laws.</li> </ul>
15	<p><b>Breach of Terms and Conditions:</b></p> <p>IITM may, without prejudice to any other remedy for breach of contract by written notice of default sent to the bidder, terminate the contract in whole or part:</p> <ol style="list-style-type: none"> <li>If the bidder fails to provide any or all of the services within the period(s) specified in the contract.</li> <li>If the bidder fails to perform any other obligation(s) under the contract.</li> <li>If the bidder has engaged corrupt or fraudulent or unethical practices in competing for or in executing the contract.</li> </ol>
16	<p><b>Right of IIT Madras</b></p> <ul style="list-style-type: none"> <li>The Registrar, IIT Madras reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.</li> <li>The Registrar, IIT Madras reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and his / her decision shall be final and binding on the Tenderer.</li> <li>The Registrar, IIT Madras reserves the right to terminate the contract at any time without assigning any reasons by giving a one month notice to the contracting agency/firm/company.</li> </ul>
17	<p><b>Penalty &amp; Liquidated Damages / Force Majeure:</b></p> <p>If the selected Bidder fails to complete the due performance of the contract in accordance with the terms and conditions, Institute reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder. A penalty will be calculated on a per week basis and on the same Rate as applicable to Liquidated Damages (LD). In case of termination of the contract, Institute reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.</p> <p>Both Penalty and Liquidated Damages are independent of each other and are applied separately and concurrently.</p> <p>Penalty and LD are not applicable for reasons attributable to the Institute and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Institute and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Institute's official that the delay is attributed to the Institute and/or Force Majeure along with the bills requesting payment.</p>
18	The tenderer shall certify that the tender document submitted by him / her are of the same replica of the tender document as published by IIT Madras and no corrections, additions and alterations made to the same. If any deviation found in the same at any stage and date, the bid / contract will be rejected / terminated and actions will be initiated as per the terms and conditions of the contract.
19	The bidder shall study the scope of work and Technical Bid in detail as given in <b>Annexure A</b> before submitting the bid.
20	<p><b>Public Procurement – Preference to Make in India:</b></p> <p>This tender will be evaluated based on Public Procurement (Preference to Make in India) DIPP, MoCI Order No. 45021/2/2017-PP (BE II) dated 16<sup>th</sup> September 2020 and other subsequent orders issued therein. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in</p>

	India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself. Necessary self-certification about the classification of the supplier/bidder as per the above order should be submitted by the bidder in Annexure-F1/F2.
21	<p><b>PRE-QUALIFICATION:</b></p> <ol style="list-style-type: none"> <li>1. As per DIPP OM No. F. No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020, the firm should submit Certificate as per MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24<sup>th</sup> August 2020 for "Bidder Not from/ from Country sharing Land border with India &amp; Registration of Bidder with Competent Authority" as per format given in <b>Annexure – D</b>.</li> <li>2. The firm should submit "Bid Security Declaration" as per format given in <b>Annexure-E</b></li> </ol>
22	<p><b>Number of Bids and their Submission:</b> The bidders should submit the bids in two bid system as detailed below:</p> <p><b>Bid I Technical Bid</b> The technical bid should consist of Pre-Qualification, scope of work and additional Terms &amp; Conditions of this tender (as per Annexure-A).</p> <p>The bidder should go through the scope of work and additional Terms &amp; Conditions given in Annexure- A of the tender document, understand the requirement of IITM and submit the technical bid covering the following details along with all relevant document proof in the proforma given in <b>Annexure–B. Any tender documents without these shall be invalid and rejected.</b></p> <ol style="list-style-type: none"> <li>1. The firm must have an Annual turnover of atleast Rs.10 Crores in the last three years (cumulative) i.e. 2017-18, 2018-19 and 2019-20 (Annual account statement should be attached).</li> <li>2. The firm should be in business for atleast 10 years in providing manpower to clients including Govt./Autonomous Bodies/ Public Sector Undertakings.</li> <li>3. The firm should submit work orders as documentary proof for successfully executed/completed similar works for supply of skilled &amp; unskilled workers in Govt./Semi Govt./Autonomous Bodies during last five years. Successfully executed/completed similar work means three, two or one work as detailed below: <ol style="list-style-type: none"> <li>a) 3 Similar Contracts each costing not less than Rs.1 Crores (or)</li> <li>b) 2 Similar Contracts each costing not less than Rs.1.5 Crores (or)</li> <li>c) 1 Similar Contract each costing not less than Rs.2.4 Crores.</li> </ol> </li> <li>4. Certificate of Satisfactory Performance for atleast three similar works for supply of skilled &amp; unskilled workers in Govt./Semi Govt./Autonomous Bodies in the last three years i.e. 2017-18, 2018-19 and 2019-20. The Certificates must have been issued on the letter head of the Organization clearly indicating the duration of contract, detail of manpower provided.</li> <li>5. The firm should submit a Registration Certificate of Agency issued by appropriate authority (Necessary document proof should be attached)</li> <li>6. The firm should submit a Valid Labour License issued from Regional Labour Commissioner for specific number required for the contract under Contract Labour (Regulation &amp; Abolition) Act, 1970</li> <li>7. The firm should have an office at Chennai (Necessary document proof should be attached)</li> <li>8. The firm should have registration with EPF, ESI, GST and PAN (Necessary document proof should be attached)</li> <li>9. The firm should not have been blacklisted / debarred by any Government/ regulatory bodies in India. A self-declaration format given in <b>Annexure – G</b></li> </ol>

	<p><b>Bid II Financial Bid</b></p> <p>The financial bid should be submitted as per the proforma (<b>Annexure C</b>). The Quoted price should be inclusive of all cost and statutory levies.</p>
23	<p><b>Evaluation of Bids:</b> Bid Evaluation will take place in two stages.</p> <p><b>Stage I: Technical Bid evaluation</b></p> <p>Pre-Qualification will be evaluated first and those bidders who have complied with Pre-Qualification criteria will alone be evaluated for Technical Bid offered by the bidders as in <b>Annexure B</b>.</p> <p>The technical bid submitted as per Annexure B will be evaluated and those bidders who have fully complied Technical Bid will be considered for opening of price bid.</p> <p><b>Stage II: Financial Bid Evaluation</b></p> <p>The lowest financial bid amongst those qualified in the Technical bid will be declared as successful bidder (L1) and the contract will be awarded to the successful bidder (L1) subject to other usual conditions.</p> <p>In case one or more bidders quoted lowest price, if tie, the lowest bidder will be selected on the basis of the following conditions in sequence:</p> <ol style="list-style-type: none"> <li>Annual value of turnover: Bidder having a larger turnover will be given preference</li> <li>Number of years of experience.</li> <li>Value of similar works executed: Bidder having large value of similar works executed will be given preference</li> </ol>
24	<p><b>Execution of Contract and Security Deposit</b></p> <ul style="list-style-type: none"> <li>A formal contract shall be entered into with successful security service provider.</li> <li>Declaration of Non-Black listing to be executed &amp; attested by Public Notary / Executive Magistrate on Rs.100/- stamp paper by successful bidder as per <b>Annexure - H</b></li> <li>The Security deposit will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the Institute on account of failure or negligence on the part of employees of contractor.</li> </ul>
25	<p>Due to Covid-19 pandemic the bidders will not be entertained to participate in opening of Bids. Since the tender is e-tender, the opening of the bids may be checked using the respective logins of the bidders.</p>
26	<p>Due to Covid-19 pandemic pre-bid meetings will be conducted through online. Bidders can submit their queries and doubts to the email id: <a href="mailto:adstores@iitm.ac.in">adstores@iitm.ac.in</a> till the date of the online pre-bid meeting. Clarification to the queries and doubts raised by the bidders will be issued as a corrigendum/addendum in the e-tenders portal and Institute Website (tenders.iitm.ac.in).</p>



**DECLARATION OF THE TENDER**

It is hereby acknowledged that I/We have gone through all the points listed under “Specification, Guidelines and Additional Terms and Conditions” of tender document, the same is abided and agreed to be executed. In case, if the above information is found false, I/We are fully aware that the tender /contract will be rejected / cancelled by IIT Madras and shall be forfeited.

Signature of the Tenderer  
Name & Address of the Tenderer  
with Office Stamp

## **SCHEDULE OF TENDER**

### **PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS AT IIT MADRAS**

**Tender No. IITM/SPS/Manpower Service/003/2021-22/SPL**

Name of Organization	Indian Institute of Technology Madras
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/Works)	Services
Type/Form of Contract (Work/Supply/Auction/ Service/ Buy/ Empanelment/ Sell)	Service
Name of the Service	Providing Manpower Services on Outsourcing basis at IIT Madras
Source of Fund (Institute/Project)	IIT Madras
Is Multi Currency Allowed	No
Date of Issue/Publishing	03.05.2021
Document Download Start Date	03.05.2021
Document Download End Date	24.05.2021 @ 02.00 pm
Prebid Meeting via Google Meet	11.05.2021 @ 03.00 pm
Bid Submission Start Date	14.05.2021
Last Date and Time for Uploading of Bids	24.05.2021 before 02.00 pm
Date and Time of Tender Opening	25.05.2021 at 03.00 pm
No. of Covers (1/2/3/4)	2
Bid Validity days (180/120/90/60/30)	120 Days
Address for Communication	The Assistant Registrar Stores & Purchase Section IIT Madras Chennai – 600 036
Contact No.	For Queries : 044- 2257 8287/8288
Email Address	<a href="mailto:adstores@iitm.ac.in">adstores@iitm.ac.in</a>

**PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS AT IIT MADRAS****Tender No. IITM/SPS/Manpower Service/003/2021-22/SPL****SCOPE OF WORK**

Indian Institute of Technology Madras, a Central Autonomous Body under the MHRD, invites Tender in Two Bid System from the experienced and reputed Manpower/Agencies for providing manpower (skilled/semiskilled) on outsourcing basis for its different Depts./Centres/Sections. The agencies holding valid license under Contract Labour (Regulation & Abolition) Act, 1970, registered with EPF, ESIC authorities, having GST registration and successfully carried out at least 10 years in providing manpower to clients including Govt./Semi-Govt./Central Autonomous bodies / Public Sector undertakings on contract basis are eligible.

**ADDITIONAL TERMS AND CONDITIONS:**

1. Period of Contract: The contract will be initially for a period of one year from the date of signing the agreement. However, the contract period may be extended for another one year on mutually agreed terms & conditions subject to performing services in a satisfactory manner. The estimated Annual cost of the work is Rs.3,00,00,000/- (Rupees Three Crores only) which may vary from time to time.
2. Pre-qualification of the Agencies shall not imply final acceptance of the Financial Bid. The Agency may be rejected at any point during Techno-Commercial evaluation or during the financial valuation. The decision in regard to acceptance and / or rejection of any offer in part or full shall be the sole discretion of IIT Madras and decision in this regard shall be binding on the Agencies.
3. The Institute reserves the right to accept or reject any or all offers without assigning any reasons. Incomplete offers are liable to be rejected.
4. The number of skilled & un-skilled manpower will be purely need based. Therefore, the number of Contractor's workers may increase or decrease as per requirement. The Institute will be under no obligation to engage any specific number of contractor's worker during the period of contract.
5. The Agency shall intimate the name(s) of near relatives posted anywhere in IIT Madras.
6. The Registrar, IIT Madras reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
7. The Registrar, IIT Madras reserves the right to alter / modify any or all conditions of this tender notice.
8. The Agency will designate a person who will be responsible for handling depute affairs, as respective contract managers.
9. The Institute would raise an indent for manpower requisition, for the categories of deputees mentioned below, clearly defining the role profiles including duties and responsibilities of the staff needed purely on deputation. The role profile will clearly give details of competencies / skills needed, educational qualification, relevant experience, compensation (the net amount payable) and duration of deputation. The number of staff needed would also be clearly indicated in this requisition:

Un-skilled	Semi-Skilled	Skilled
Helper	Motorist (Car)	Secretarial Assistant
		Technical Assistant
		Technical Associate

10. The Agency would be required to send resumes of the candidates having relevant experience and qualification within 15 days (or earlier as the case may be) of sending the requisition.
11. The Agency will facilitate interview of the short listed candidates on a date to be fixed by the Institute in consultation with the Agency.

12. Based on the performance of the candidates in the interview, suitability, experience and background in relation to the envisaged job requirement, the Institute will select the candidates and the Agency will facilitate deputation of such selected candidates to the company within maximum period of 30 days.
13. Alternatively, the Institute will identify suitable candidates for the required job and request the Agency for inclusion in their roll of deputees.
14. The personnel deputed to company **shall not be below the age of 18 years** and should have a valid contract of employment with the Manpower Agency.
15. **No employee of the company / Agency shall work for more than 26 days in a month or as specified by Labour Laws**
16. The personnel will be on a deputation period of 12 months or such other period. The period of deputation shall be reduced / extended upon mutual discussion between the Institute & the Agency.
17. The Agency will handover deputation letter to the deputees, giving details of his/her service conditions and details of salary with breakup and send the Institute a copy of the offer letter.
18. The Agency will issue photo Identity cards to the deputees in the format as specified by the Institute and also complete all the statutory requirements with regard to their deputees, such as obtaining PF No, issue of ESI Cards, opening Bank Accounts for salary credit etc., within 15 days from the date of their engagement. The salary and other payments to the deputees as claimed shall be paid into their bank accounts and proof of payment shall be submitted to the contract manager of IIT within 5 days of payment. The payment of salary shall not be below that of the minimum wages as fixed by the Statutes wherever applicable.
19. If a deputees provided by the Agency, leaves the services of the company prior to expiry of contract, the Agency will provide replacement within a maximum period of 10 days without any further charges for the replacement.
20. Every person deputed by the Agency shall be an employee of the said Agency and none of the deputees of the Agency shall have any claim whatsoever against the Institute. The deputees should not claim any Master and Servant relationship with the Institute. The Institute will not be responsible or liable under the laws that are in force and that may come in force from time to time in respect of the deputed employees.
21. The Agency will raise salary invoice to the Institute in advance on 20<sup>th</sup> of every month. The payment will be made within 10 days, enabling the Agency to pay the deputees by 5<sup>th</sup> of following month positively. Any adjustment for the services rendered in the month, shall be made in the subsequent month.
22. The Manpower Agencies which succeed at the Financial Bid will be required to execute an Agreement / Contract for one year and extendable for another two years based on performance and mutual acceptance.
23. The Institute may appoint more than one Agency, at its sole discretion and in such case; it will be the endeavor of the Institute to share the business with all appointed agencies.
24. Agency will be responsible for compliance of all statutory provisions of Rules/ Regulations/ guidelines applicable to the deputees. The Agency shall also comply with all necessary registration, licenses, approvals and sanction under the applicable laws.
25. The Tax deduction at source (TDS) shall be done as per the provisions of Income Tax Act / Rules, as amended from time to time.
26. The contract can be terminated by either party by giving one month's notice in advance.

## TECHNICAL BID

### A. PRE-QUALIFICATION CRITERIA

1. As per DIPP OM No. F. No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020, the firm should submit Certificate as per MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24<sup>th</sup> August 2020 for “Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority” as per format given in **Annexure – D**.
2. The firm should submit “Bid Security Declaration” as per format given in **Annexure-E**

### B. TECHNICAL BID CRITERIA

1. The firm must have an Annual Turnover of atleast Rs.10 Crores in the last three years (cumulative) i.e. 2017-18, 2018-19 and 2019-20 (Annual account statement should be attached).
2. The firm should be in business for atleast 10 years in providing manpower to clients including Govt./Autonomous Bodies/ Public Sector Undertakings.
3. The firm should submit work orders as documentary proof for successfully executed/completed similar works for supply of skilled & unskilled workers in Govt./Semi Govt./Autonomous Bodies during last five years. Successfully executed/completed similar work means three, two or one work as detailed below:
  - a) 3 Similar Contracts each costing not less than Rs.1 Crores (or)
  - b) 2 Similar Contracts each costing not less than Rs.1.5 Crores (or)
  - c) 1 Similar Contract each costing not less than Rs.2.4 Crores.
4. Certificate of Satisfactory Performance for atleast three similar works for supply of skilled & unskilled workers in Govt./Semi Govt./Autonomous Bodies in the last three years i.e. 2017-18, 2018-19 and 2019-20. The Certificates must have been issued on the letter head of the Organization clearly indicating the duration of contract, detail of manpower provided.
5. The firm should submit a Registration Certificate of Agency issued by appropriate authority (Necessary document proof should be attached)
6. The firm should submit a Valid Labour License issued from Regional Labour Commissioner for specific number required for the contract under Contract Labour (Regulation & Abolition) Act, 1970
7. The firm should have an office at Chennai
8. The firm should have registration with EPF, ESI, GST and PAN (Necessary document proof should be attached)
9. The firm should not have been blacklisted / debarred by any Government/ regulatory bodies in India. A self-declaration format given in **Annexure – F**
10. Declaration of Non-Black listing to be executed & attested by Public Notary / Executive Magistrate on Rs.100/- stamp paper by successful bidder as per **Annexure - G**

Sd/-

**Assistant Registrar (Stores & Purchase)**

**PROFORMA FOR TECHNICAL BID****PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS AT IIT MADRAS****Tender No. IITM/SPS/Manpower Service/003/2021-22/SPL**

1	Name of the Tender Company / Firm / Agency		
2	Name of the Director / Proprietor of the Firm / Agency		
3	Full address of the Registered Office		
4	Contact Numbers	Office No.	
		Mobile No.	
5	Email ID		

Sl. No.	Description	Compliance (Yes/No)	Page Ref.No.
<b>I. PRE-QUALIFICATION CRITERIA</b>			
1	The firm should submit Certificate for "Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority" as per format given in <b>Annexure – D</b>		
2	The firm should submit Bid Security Declaration as per format given in <b>Annexure – E</b>		

Sl. No.	Description	Compliance (Yes/No)	Page Ref.No.
<b>II. TECHNICAL BID</b>			
1	The firm must have an Annual turnover of atleast Rs.10 Crores in the last three years (cumulative) i.e. 2017-18, 2018-19 and 2019-20 (Annual account statement should be attached).		
2	The firm should be in business for atleast 10 years in providing manpower to clients including Govt./Autonomous Bodies/ Public Sector Undertakings.		
3	The firm should submit work orders documentary proof for successfully executed/completed similar works for supply of skilled & unskilled workers in Govt./Semi Govt./Autonomous Bodies during last five years. Successfully executed/completed similar work means three, two or one work as detailed below:		
	a) 3 Similar Contracts each costing not less than Rs.1 Crores (or)		
	b) 2 Similar Contracts each costing not less than Rs.1.5 Crores (or)		
	c) 1 Similar Contract each costing not less than Rs.2.4 Crores		

4	Certificate of Satisfactory Performance atleast three for similar works for supply of skilled & unskilled workers in Govt./Semi Govt./Autonomous Bodies in the last three years i.e. 2017-18, 2018-19 and 2019-20. The Certificates must have been issued on the letter head of the Organization clearly indicating the duration of contract, detail of manpower provided.		
5	The firm should submit a Registration Certificate of Agency issued by appropriate authority (Necessary document proof should be attached)		
6	The firm should submit a Valid Labour License issued from Regional Labour Commissioner for specific number required for the contract under Contract Labour (Regulation & Abolition) Act, 1970		
7	The firm should have an office at Chennai (Necessary document proof should be attached)		
8	The firm should have registration with EPF, ESI, GST and PAN (Necessary document proof should be attached)		
9	The firm should not have been blacklisted / debarred by any Government/ regulatory bodies in India. A self-declaration format given in <b>Annexure – G</b>		

**The proof attached should be indexed and page numbers of the attached proof should be clearly mentioned in the Technical Bid format.**

Place:  
Date:

Signature of the Tenderer  
Name & Address of the  
Tenderer with Office Stamp

**DETAILS OF EXPERIENCE**

*(Copies of work orders along with customer satisfaction certificate and all relevant documents may be enclosed)*

<b>Sl.No.</b>	<b>Name of the Organization</b>	<b>Total Manpower Deployed</b>	<b>Period of Work</b>	<b>Consolidated Billing Amount per annum</b>	<b>Name and contact details of the Officer in-charge at the Client Organization with contact number</b>

Certified that the above furnished information is true and correct. IIT Madras is permitted to verify the above details from any of the clients listed above.

Place:

Date:

Signature of the Tenderer  
Name & Address of the  
Tenderer with Office Stamp



**PROFORMA FOR FINANCIAL BID (BOQ)****PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS AT IIT MADRAS****Tender No. IITM/SPS/Manpower Service/003/2021-22/SPL**

Sl.No.	Description	Per Deputee without GST (in INR)
1	Service charges per month	

**Sample pay matrix for Deputee per person**

Sl.No.	Description	Minimum Wages per Deputee (in INR)		
		Unskilled	Semi-skilled	Skilled
1.	Minimum wages per month (max. 26 days) *	16,770.00 (645 x 26)	18,564.00 (714 x 26)	20,384.00 (784 x 26)
3.	E P F (12%) + EDLI (0.5%) + Admn. Charge (0.5%) (13% of Min. Wages) (Celling Amount of Rs.15,000) #	1,950.00	1,950.00	1,950.00
4.	E S I (3.25%) # (3.25% of Min. Wages) (Celling Amount of Rs.21,000)	545.03	603.33	662.48
	<b>Sub Total – I</b>	<b>19,265.03</b>	<b>21,117.33</b>	<b>22,996.48</b>
5	Service charge per month	As per quoted price		
	Sub Total – II (Subtotal I + Service Charge)	.....	.....	.....
6	GST (18% of Subtotal II)	.....	.....	.....
	<b>TOTAL (Inclusive of GST)</b>	.....	.....	.....

**Note:**

\* Central Minimum wages as notified by Ministry of Labour and Employment and where central wages lower than the minimum wages from the State Government, such minimum wages shall be deemed to the minimum wages.

# As per Govt. of India orders as applicable from time to time

Place:

Date:

Signature of the Tenderer

Name &amp; Address of the

Tenderer with Office Stamp

(To be given on the letter head of the bidder)

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No. \_\_\_\_\_

Dated: \_\_\_\_\_

**CERTIFICATE**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I am not from such a country.

*OR (whichever is applicable)*

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I from \_\_\_\_\_ (Name of Country) and has been registered with the Competent Authority. I also certify that I fulfil all the requirements in this regard and is eligible to be considered.

*(Copy/ evidence of valid registration by the Competent Authority is to be attached)*

Place:

Date:

Signature of the Tenderer  
Name & Address of the  
Tenderer with Office Stamp

(To be given on the letter head of the bidder)

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**BID SECURITY DECLARATION FORM**

**To**

**The Registrar,  
IIT Madras**

I, the authorized signatory of \_\_\_\_\_ participating in the subject Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for **“Providing Manpower Services on Outsourcing basis at IIT Madras”**.

That I have availed the benefit of waiver of EMD while submitting our offer against the subject Tender No. **IITM/SPS/Manpower Services/003/2021-22/SPL**

That in the event we withdraw/ modify our bid during the period of validity OR we fail to execute formal contract agreement within the given timeline OR we fail to submit a performance security within the given timeline OR we commit any other breach of Tender Conditions/Contract, we will be suspended from being eligible for bidding/award of all future contract (s) of Indian Institute of Technology Madras for a period of one year from the date of committing such breach. Further, we agree that your institute is at liberty to intimate this debarment to all departments/ organizations of government and governmental organizations.

Place:

Date:

Signature of the Tenderer  
Name & Address of the  
Tenderer with Office Stamp

**SELF-CERTIFICATION FORMAT FOR CLASS-I LOCAL SUPPLIER**

**Tender No. IITM/SPS/Manpower Service/003/2021-22/SPL**

Date: \_\_\_\_\_

I / We \_\_\_\_\_ S/o, D/o, W/o,  
Resident  
of \_\_\_\_\_ hereby solemnly affirm and declare as under:

That I/we will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No: P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I/we undertake to produce relevant records before the procuring entity/IIT Madras or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for ..... (Enter the name of the Equipment/Item for Project).

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

**I/We .....[name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)**

That the value addition for the purpose of meeting the 'Minimum Local Content' has been made by me at ..... (Enter the details of the location(s) at which value addition is made).

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (ies)/IIT Madras/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I/We agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Local Supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

**Authorized signatory (To be duly authorized by the Board of Directors)**

<Insert Name, Designation and Contact No.>

**SELF-CERTIFICATION FORMAT FOR CLASS-II LOCAL SUPPLIER****Tender No. IITM/SPS/Manpower Service/003/2021-22/SPL**

Date: \_\_\_\_\_

I / We \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_ Resident of \_\_\_\_\_ hereby solemnly affirm and declare as under:

That I/we will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No: P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I/we undertake to produce relevant records before the procuring entity/IIT Madras or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for ..... *(Enter the name of the Equipment/Item for Project).*

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I/we am/are responsible for the correctness of the claims made therein.

**I/We ..... *(name of manufacturer)* hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.**

That the value addition for the purpose of meeting the 'Minimum Local Content' has been made by me at ..... *(Enter the details of the location(s) at which value addition is made).*

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (ies)/IIT Madras/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I/We agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Local Supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

**Authorized signatory (To be duly authorized by the Board of Directors)**

<Insert Name, Designation and Contact No.>

**ANNEXURE-G**

(To be given on the letter head of the bidder)

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**Self-Declaration that the Service Provider has not been Black listed**

I ..... S/o .....  
R/o ..... police station ..... District ..... Director  
/ partner/ sole proprietor (Strike out whichever is not applicable) of .....  
..... (Firm or Company) do hereby declare and solemnly affirm:

- I. That the Firm ..... has not been Blacklisted or declared insolvent by any of the Union or State Government / Organization.
- II. That none of the individual / firm / Company Blacklisted or any partners or shareholder thereof has any connection directly or indirectly with or has any subsistence interest in the deponent business / firm company.
- III. That neither the Firm nor any of its partner has been involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against firm or any partner of the Firm before any Court of Law / Police.

Place:  
Date:

Signature of the Tenderer  
Name & Address of the  
Tenderer with Office Stamp

*(To be executed & Attested by Public Notary / Executive Magistrate on Rs.100/- Stamp paper by the bidder)*

**DECLARATION REGARDING BLACKLISTING / DEBARRING FROM TAKING PART IN GOVT. TENDER  
BY IIT MADRAS / GOVT. DEPT.**

I / We Proprietor / Partner (s) Director (s) of M/s. \_\_\_\_\_ hereby declare that the firm / company name M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by IIT Madras or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor / Partner (s) Director (s) of M/s. \_\_\_\_\_ hereby declare that the firm / company name M/s. \_\_\_\_\_ was blacklisted or debarred in the past by IIT Madras Government organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f \_\_\_\_\_

The period is over on \_\_\_\_\_ and now the firm / company is entitled to take in Government tenders.

In case, if the above information is found false, I / We are fully aware that the render / contract will be rejected / cancelled by IIT Madras and shall be forfeited.

In addition to the above, IIT Madras will not be responsible to pay the bills for any partially completed work.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Capacity in which as signed: \_\_\_\_\_

Name & Address of the firm: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Place:

Seal of the firm should be affixed