

**THE BIDS COMPLETE IN ALL RESPECTS AND ADDRESSED TO THE SECRETARY, INDIAN INSTITUTE OF ADVANCED STUDY, RASHTRAPATI NIVAS, SHIMLA-171005 (HIMACHAL PRADESH) SHOULD REACH ON OR BEFORE THE 27 MARCH 2017 BY 5.00 P.M.**

**SECTION-A**

The Tender for outsourcing of Manpower is for deployment of manpower (Unskilled and Semi-skilled) between 60-70 in various categories with 20 % decreased or increased.

The IIAS bears the responsibility for reimbursement the payments of minimum wages as notified by the Government of India from time to time for the above categories as detailed in **Section "C"**. The IIAS will make reimbursement of payment towards ESI and EPF. In addition to these, the IIAS will pay the service provider service charges as finalised in the contract agreement. Any liabilities towards payment of service tax on the entire amount under the tender will be borne by the IIAS.

On his part the service provider is expected to deploy personnel as per various categories (Unskilled and Semi-skilled) as and when required by IIAS. The personnel have to meet the minimum qualifications as contained in the **Section -C** and also be adequately trained so as to perform the duties outlined in the **Section-C**. The IIAS will be supplied the list of personnel to be deployed in advance and will have the right to refuse deployment of any one found unsuitable. The Institute is to prescribe uniforms of all categories, cost of which at the Government rates is to be reimbursed by the Institute on production of bill(s).

**Definitions:**

- 1) **Agreement:** the word "Agreement" and contract has been used interchangeably.
- 2) **Contractor :** the word contractor the successful Bidder , Service provider has been used interchangeably
- 3) **Client :** The word client shall mean the Office of the IIAS, Shimla

**The Tender Document should contain the following forms.**

- A1. Two bid system to be followed for the tender
- A2. The bidder should submit the Earnest Money Deposit (EMD) of Rs. 1, 00,000/- (/Rupees One Lakh only) by account pay DD/pay order. Fixed deposit Receipt. Bank Guarantee of any nationalised bank or any other scheduled bank drawn in favour of the Secretary, Indian Institute of Advanced Study, Shimla -171005 (H.P). The Earnest Money Deposit form is attached as **Annexure-III.**
- A3. The bid should be placed in a sealed cover. This cover should be super scribed with "BID FOR TENDER" for outsourcing of manpower at IIAS, Shimla. The Bidder should submit the EMD, Eligibility criteria, and financial bid in the separate envelops inside the outer cover.

- A4. All the pages of the bid including Special Conditions and Brouchers are to be stamped, signed and numbered as page----- (current page of) total pages. The numbering should be done continuously for the whole bid and not the section wise.
- A5. The vendor must bear all the costs associated with the preparation and submission of the bid and the Institute will in no case responsible or liable for those costs. Regardless of the costs conduct or the outcome of the tendering process.
- A6. The outer cover in which these sealed covers are placed should be addressed to the **Secretary, Indian Institute of Advanced Study, Rashtrapati Nivas, Shimla-171005 (Himachal Pradesh).**

## SECTION-B

### GENERAL TERMS & CONDITIONS TO THE TENDERER

#### **B.1 EARNEST MONEY DEPOSIT**

- 1 Earnest money in the form of Bank Guarantee (as per enclosed format **Annexure- III** valid for 90 days beyond the final bid validity period.) fixed Deposit receipt or Bank Draft for Rs. 1,00,000/- (Rupees One Lakh only) from any Nationalized/Scheduled Bank drawn in favour of the Secretary, Indian Institute of Advanced Study, Rashtrapati Nivas, Shimla- 171005. (Himachal Pradesh).
- 2 Tender not accompanied with prescribed earnest money deposit will be rejected summarily and no further correspondence shall be entertained on this account.
- 3 After depositing of Performance Security mentioned as per para B-9, the EMD of the successful vendor will be refunded within 15 days after award of contract. The successful tenderer shall furnish the performance guarantee in the form of Bank guarantee, Fixed Deposit receipt, Account Payee Demand Draft issued by a nationalized Bank,-(Bank. Guarantee Form is enclosed as **Annexure-IV**).
- 4 The EMD without interest of unsuccessful bidders will be refunded within 30 days of award of contract.
- 5 The EMD will be forfeited, if the vendor withdraws his offer or any clause of his offer/tender, if such withdrawal adversely affects the interest of IIAS.
- 6 The EMD of the successful vendor shall also be forfeited, if the vendor fails to deposit the Performance Security Money when required to do so within specified period and fails to sign the Performance Agreement within a specified period.
- 7 The contract can be renewed for another spell (two years) depending on satisfactory performance and mutual agreement of the parties.
- 8 The successful tenderer will have to make available the workers to the Institute within one week of awarding letter of intent.
- 9 The agency must have a valid license under the **Private Securities Act.**, from the UTs/States of Union of India.
- 10 The agency must have to establish a local office within the Municipal limits of Shimla City.

## **B-2: ELIGIBILITY CRITERIA OF THE TENDERER**

**The following are compulsory conditions that have to be satisfied failing which the offer will not be considered. Papers will have to be supplied with the tender in proof thereof along with the bid.**

1. The Registration number of the firm along with PAN number of the firm allotted by the Income Tax authorities should be submitted, failing which vendor's bid would become invalid and same shall be rejected summarily.
2. The bidder should be registered with Service Tax Department of the Government. Enclose self-attested copy of the valid Registration Certificate.
3. The bidder should be registered with Commissioner of Employees Provident Fund. Enclose self-attested copy of the valid Registration Certificate of the EPF.
4. The bidder should be registered with Commissioner, Employees State Insurance Corporation. Enclose self-attested copy of the valid Registration Certificate of the ESI.
5. Number of years in operation: The tendering entity should have been in operation for at least 5 years out of which at least 3 years should be in outsourcing of manpower.
6. List of clients for the last five years and a Certificate from each of the Client Department for satisfactory performance and also for monthly deposit of CPF and ESI.
7. **Turnover:** The turnover for the last two years should be at least **Rs. Five crores** annually from outsourcing of manpower.
8. Number of manpower employed: At least 100 personnel should have been on its rolls in the last one year. (ECR roll may be given as proof). Out of 100, at least 40 workers may be deployed in a single firm. Out of its clients, 05 firms should be in Government/ semi government/reputed corporate companies.
9. There should be no criminal case pending with the police against the Proprietor/Firm/Partner or the Company (Agency).
10. The firm should not be blacklisted by Central Government/State Government/PSU/any other Institutes. In this regard, a declaration on Rs.10/- stamp paper should be attached.
11. The agency shall not appoint any sub-agency to carry out any obligations under the contract.
12. The Agency should have to establish a local office within the Municipal limits Shimla City. A local representative of the Agency shall be in-charge of the agency system and shall be responsible for the efficient rendering of the service under the contract.
13. No bidder shall try to influence concerned officers of the IAS dealing with tender on any matter relating to its bid, at any point of time.

14. The decision of the Director of IIAS Shimla will be final in all respect and will be acceptable to all the tenderers.

**If any of the above is not met the financial bid of the bidder will not be opened.**

### **B-3: DISPUTES AND APPLICABLE LAW**

1. Venue of arbitration shall be Shimla. Arbitrator shall be appointed by the Secretary, IIAS, Shimla.
2. The agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
3. All disputes in this connection shall be settled in Shimla jurisdiction only.
4. The IIAS reserves the right to accept any bid and to reject any or all bids and also cancel this tender or modify the requirement without assigning any reasons. IIAS will not be under obligation to give clarifications for doing the aforementioned.
5. The IIAS also reserves the right to relax any of the terms & conditions of the tender.
6. The IIAS without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect.
7. The contractor shall indemnify IIAS against any suit litigation arising due to any violation of legal provisions.

### **B.4: COMPULSORY CONDITIONS**

#### **1. Labour Law Compliances**

- (i) The engagement and employment of manpower and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
- (ii) All wages allied benefits such as leave, ESI, EPF, Annual Bonus etc, shall be paid by the contractor and client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- (iii) It is mandatory that all payments to the employees must be through bank/cheques only with complete details of dues and drawn for monthly salary.
- (iv) The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF and ESI in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. 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, and payment of bonus.

- (v) 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.
- (vi) 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/worker 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 contract.
- (vii) The Contractor shall submit periodical returns as may be specified from time to time.

## **2. Official Records:**

- (i) The Contractor shall maintain complete official records of disbursement of wages /salary, showing specifically details of all deductions such as ESI, EPF etc., in respect of all the staff deployed in client's office.
- (ii) The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff.
- (iii) The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESI/EPFO Commissioners.
- (iv) Each monthly bill 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 benefits (such as EPF/ESI etc.)
  - c) Employees to be engaged by the Agency who are already registered under EPF/ESI shall continue with their UAN. In no way, they shall be given a new UAN, A self-Certificate shall be given by the Agency in case of new entrants for the purpose of EPF/ESI.
  - d) Copies of authenticated documents (i.e. Challans with ECR) of payments of such contributions to EPFO/ESI
  - e) Declaration of the Contractor regarding compliance of EPF / ESI/ and other laws as applicable from time to time.
  - f) The Contractor shall also prepare a register indicating all payments dues in respect of all the employees.

## **B-5: SUBMISSION OF THE TENDER**

1. Bids must reach IIAS not later than the time and date specified in the Tender Document. In the event of the specified date for the submission of bids being declared a holiday for IIAS, the bids will be received till the next working day or if there is a sudden **Strike or Bundh or holiday** the bid will be received on next second day.
2. The Director, IIAS may, at his discretion extend this deadline for submission of bids in which case all rights and obligations of IIAS and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
3. **Late tender:** Any tender received after the stipulated date and time of submission as mentioned in the tender notice, will be rejected and/or returned unopened to the bidder.

## **B-6. OPENING OF THE TENDER**

- 6.1 First the packet containing the EMD shall be opened. If the EMD is not found to be in order the bid shall be summarily rejected.
- 6.2 If the EMD is found to be in order then the packet containing the eligibility criteria as mentioned in para-"B2" shall be opened and checked. Only those bidders who are found eligible as per the prescribed eligibility conditions will qualify for opening of their financial bids.
- 6.3 IIAS may at its discretion ask for clarification on any of the documents submitted by the bidder as proof of eligibility.
- 6.4 If the bidder does not provide clarifications sought by the date and time set in IIAS's request for clarification, the bidder's bid may be rejected.
- 6.5 IIAS also reserves the right to seek confirmation /clarification from the issues agency, on supporting document submitted by the bidder.
- 6.6 The financial bids of only those bidders who are found eligible (as per conditions mentioned in para "B2") will be opened. The financial bids of the ineligible bidders will be returned unopened.
- 6.7 Rates quoted by the bidder as per **Annexure -V** in percentage terms will be the final criteria for award of contract. Bidder quoting lowest service charge will be eligible for award of contract. In the case of discrepancy in percentage mentioned in word and figures, percentage as per words will be treated as final.

## **B-7: TENDER ACCEPTANCE & REJECTION**

1. Director, IIAS, reserves the right to reject any part or whole of the Tender without assigning any reason whatsoever.

2. **Letter of Intent** will be issued to the successful vendor after approval of the tender. **The firm work order** will only be issued after the vendor submits the Performance Guarantee in the form of bank guarantee and agreement within stipulated period.
3. The IAS Shimla is not bound to automatically award contract on the basis of L-1 only. In case two or more bidders quote same price, the IAS reserve the right to further negotiate and evaluate past services with the Institute/number of clients/strength of manpower of the firm and thereafter taking all aspects into consideration finally award the Contract.

#### **B-8: SIGNING OF CONTRACT**

At the same time as IAS notifies the successful Bidder that its bid has been accepted, IAS will send the Bidder the contract agreement incorporating all agreements between the parties on non-judicial stamp.

#### **B9: PERFORMANCE SECURITY**

1. **The successful bidder should furnish performance security to IAS for an amount of Rs. 6,00,000.00(Rs. Six Lakhs only) which will be valid for 60 days and after completion of contract obligations in accordance with the conditions of contract in the Performance Security Deposit Form prescribed by IAS (Annexure-IV enclosed)**
2. In the event of satisfactory performance, the unclaimed Bank Guarantee for this purpose, will lapse automatically.
3. **The Performance Security Deposit will not carry any interest.**
4. Work order will be placed after receipt of Performance Guarantee and signing of the Agreement.
5. EMD without interest will be refunded within 15 days after submission of the performance guarantee by the tenderer.
6. In case of unsatisfactory service and noncompliance of any clause of the contract will be terminated and any liability accruing to IAS in respect of contractual obligation will be recovered from the performance guarantee.

#### **B-10: TERMINATION FOR INSOLVENCY:**

IAS may at any time terminate the order / contract by giving written notice of three months to the contractor, without any compensation if the contractor becomes bankrupt or otherwise insolvent.

#### **B-11: TERMINATION FOR CORRUPT OR FRAUDULENT PRACTICES OR DEFAULT:**



1. Tenderer shall observe the highest standards of ethics during the period of contract.
2. IIAS will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
3. Default is said to have occurred:

"If the contractor fails to deliver any or all of the services and/or fails to perform any other obligation (s) under the contract within the time period(s) specified in the order or any extension thereof granted by IIAS."

If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after 'receipt of the default notice-from IIAS (or takes longer period in spite of what IIAS may authorize in writing), IIAS may terminate the contract in whole or in part.

#### **B-12: PENALTIES:**

1. The Contractor shall disburse salary to its deployed manpower staff latest by 7th of every month, failing which penalty of Rs.5,000/- per day will be imposed up to 15th of the month after which the contract may be liable to be terminated. The Client will have the power to appoint any other agency for the services at the risk and cost of the Contractor. Any cost accruing account on this will be recovered from the performance security.
2. If any employee who have been provided uniforms by the contractor is found in incomplete uniform Rs.200/- per day per employee shall be deducted from the bill of the contractor.
3. Non-Deployment of staff or inadequately trained staff will lead to a penalty of Rs. 100/- (one hundred) per day per staff member.
4. The penalty will be levied by the official so authorised by the Client. Appeal will lie to his/her immediate supervisor. However, the decision of the latter will be final and no further representations entertained.

**If more than 2 instances occur within a month the Client will treat it as a breach of contract owing to poor delivery and may initiate action to terminate the contract.**

5. The Agency shall comply with all statutory requirements existing as well as those promulgate from time to time viz. the Payment of Wages Act, Provident Fund Act, Employee State Insurance Scheme, Family Pension Fund Act, Workman's Compensation Act, Bonus, Gratuity Act, Shop & Establishment Act, Contract Act etc. whichever is/are applicable to the organization of Agency and shall be held responsible, accountable, answerable, explainable & liable, as the case may be, for the lapses committed by them in this regard, further, Agency shall not involve the matters of IIAS Shimla in anyway whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Agency shall be solely responsible. In case due to violation of any law, including labour laws etc., any liability is put upon the IIAS Shimla, the agency hereby indemnifies the IIAS Shimla completely

6. In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.
7. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the client.
8. The workers of the Agency shall be of good character and of sound health and shall not be less than 21 years or more than 50 years (the criteria may be relaxed by five years for lady workers & ex-service personnel including Supervisor).
9. No worker/Supervisor shall be allowed to perform continuous duty beyond one shift. Workers of the Agency shall not work for more than 26 days in a month. Hence proper rotation policy of workers will have to be followed by the agency.

**B-13 Special Conditions:**

1. All the Security Guards on duty should have to be provided Walkie-talkie handsets by the Contractor. The Supervisor will have to reside within the campus of the Institute for which the Institute shall provide available accommodation on payment of License Fee, fixed water charges and actual charges for use of electricity.
2. Official Authority of IAS Shimla shall be entitled to, at any time, amend or modify the terms and conditions of the agreement by way of addition/deletion or substitution as is deemed necessary by official authority of IAS Shimla. The contractor shall accept and abide by any such amendment or modification unconditionally.
3. Night worker shall be equipped with proper protection and lighting devices. While working at the premises of the IAS Shimla, they shall work under directives and guidance of the administration or his/her authorized representative answerable to the IAS Administration.
4. The worker should be smart and properly turned out with boots/shoes, etc. and carry an identity card duly attested by the Executive of Agency. They should wear the uniform during duty hours. A photocopy of these cards along with computer data shall be given to the IAS Shimla for record, verification etc. A proper police & antecedent's verification of certificate of all the

staff given by the agency will be handed over to the Office of the Secretary before an individual is inducted into the IAS Shimla.

5. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the IAS Shimla, Govt. of India/any State of any Union Territory. They shall also not form any union associated with the IAS Shimla and shall have absolutely no claim to subscribe or for election in any of the unions of the IAS Shimla.
6. The IAS Shimla will not provide any residential space to the deployed staff except for the Security personnel on sharing basis for which fixed water charges and actual electricity charges shall be paid.
7. The payment for services under this agreement shall be made on monthly basis, through NEFT/RTGS. The final payment shall, however, be made only after adjusting all the dues/claims of the IAS Shimla, Income Tax (TDS) as applicable at current prevailing rate will be deducting at source.
8. All payment will be made after submission of documentary evidence of the financial transaction.
9. The persons employed by the Agency for IAS Shimla will be the employees of the Agency and the IAS Shimla shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the IAS Shimla and the personnel employed by the agency shall have no right whatsoever to claim employment or other rights from the IAS Shimla.
10. The contractor should make his arrangements for collection of all required materials from the designated Section of the IAS. Required cleaning materials for succeeding month must be collected on the last week of preceding month and kept ready in the sanitary store after inspection by the concerned official of IAS Shimla.
11. Award of Contract will as per the tender terms and the successful bidder will be required to sign a separate agreement in the format provided by the IAS, Shimla.

## **SECTION-C**

1. The details of the jobs that need to be performed and the qualifications for each of the category as follows.

<b>Sl. NO</b>	<b>Nature of Manpower</b>	<b>Current Deployment</b>	<b>Education Qualifications</b>	<b>Duties</b>
1	Multi-Tasking Staff <b>Semi-skilled</b>	08	Minimum 10 <sup>th</sup> Class	Physical maintenance of records of sections. General cleanliness & upkeep of the IAS premises. Carrying of files/furniture and other papers within the building. Photocopying, sending of FAX etc. Other non-clerical work in the Sections/Unit. Assisting in routine office work like diary, dispatch etc. including on computer. Delivering of Dak (inside & outside the building) Watch & ward duties. Opening & closing of rooms. Cleaning of rooms. Dusting of furniture etc. Cleaning of building, fixture road and paths etc. within the premises of the Institute. Work related to his ITI qualification, if it exists Driving of vehicles, if in possession of valid driving license Upkeep of parks, lawns, potted plants etc. Any other work assigned by superior authority
2.	<b>Drivers</b> <b>Semi-skilled</b>	02	Minimum 10 <sup>th</sup> Class and Valid LTV Driving Licence with a minimum of five years' experience.	To drive official vehicles.
<b>3*</b>	Security Guards <b>Semi-skilled</b>	25+1 (Supervisor)	Minimum 10 <sup>th</sup> Class	Watch & ward and Security issues
4.	Safai Karmachari <b>Unskilled</b>	16	Upto 5 <sup>th</sup> Class	Cleaning of rooms, roads & paths with two years' experience.
5	MTS for Garden Section <b>Unskilled</b>	12	Upto 5 <sup>th</sup> class and having working knowledge on Garden Section	Nursery Management, Maintenance of Garden, Floral Decoration, , watch & Ward of Nursery, Planting beds, Digging, plantation, weeding, watering,
6	Others	<b>limited professionals, qualified and trained staff as and when required</b>		
<b>Grand Total</b>		<b>64</b>		
<b>*Ex-servicemen will be given preference.</b>				

2. This Institute is an autonomous body under the Union Ministry of Human Resource Development (Department of Higher Education), and has five days working (i.e. Monday to Friday) in a week for 8 1/2 (Eight and half) hours with a lunch break of 1/2 (Half) hour. For Security Personnel, on rest day/off day substitute will be deployed by the contractor. Three National Holidays are allowed for outsourced manpower. However, Security Personnel and others have to attend office for which they will be paid extra remuneration as per rules.
3. Actual payments to the successful bidder will depend on the actual manpower deployed and service charge applicable (quoted by him).
4. The successful bidder will be paid following charges as per notified by the Chief Labour Commissioner, Government of India from time to time:
- Minimum daily wages as per rates notified by the Central Chief Labour Commissioner, Delhi, in different categories (**Un-skilled and Semi-skilled**)
  - EPF and ESI as per the latest notified rates by the Chief Labour Commissioner, Delhi.

- (iii) Service charge on minimum wages as per contract.
- (iv) Service tax as applicable to payment period
- (v) While quoting the service charge the tenderer may bear in mind that training cost, bonus and all statutory payment will have to be borne by the tenderer.
- (vi) The tenderer will have to provide Two sets of summer and One set of winter uniforms to the personnel deployed so that the latter are always in clean uniforms with proper identification badges, for which charges should not be claimed by the agency from the outsourced workers.