

**INDRAPRASTHA INSTITUTE OF INFORMATION TECHNOLOGY
DELHI**

**TENDER DOCUMENTS
FOR
PROVIDING VARIOUS TYPES OF MANPOWER
AT
IIIT-Delhi**

NIT No. IIITD/GA/MS/2013/(I)

(General Conditions of Contract)



Indraprastha Institute of Information Technology, Delhi
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SECTION - 1

NOTICE INVITING TENDER

NOTICE INVITING TENDERS

NIT No. IIITD/GA/MS/2013/(I)

Sealed tenders are invited from the experienced agencies for providing various types of Manpower at IIIT, Delhi.

Eligibility Criteria –

- (i) Experience of having successfully providing various types of manpower (Technical, Administrative, Accounts etc.) during last three consecutive years: -
 - a) Three similar completed or/ on going works each costing not less than Rs. 5 Lacs per months or
 - b) Two similar completed or ongoing works each costing not less than Rs. 8 Lacs/- per months or
 - c) One similar completed work costing not less than Rs. 10 lakh per month..
- (ii) Should be registered with Service tax, ESI and PF department.
- (iii) Proof of registration or having experience in carrying out similar type of works

Earnest money amounting to **Rs 20,000/-** by demand draft in favour of “IIIT-Delhi” payable at Delhi/ New Delhi shall be submitted along with the tender in a separate envelope.

Tenders received without EMD/inadequate EMD or incomplete in any respect shall be summarily rejected.

Tender shall be submitted in the IIIT, Delhi after due verification of check list enclosed with tender documents on or before 11:00 AM on **August 26, 2013** at IIIT, Delhi.

The technical bid shall be opened at 11:45 AM on **August 26, 2013** in the presence of tenderers or their authorized representatives present at the time of tender opening.

IIIT, Delhi reserves the right to accept or reject any or all the tenders without assigning any reason.

SECTION - 2

GUIDELINES TO TENDERERS

SECTION – 2

GUIDELINES TO TENDERERS

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- 2.24 Agency Charges
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2.1 CHECK LIST OF DOCUMENTS REQUIRED FOR TECHNICAL SCRUTINY

The list of documents required to be enclosed with technical bid for getting eligible to be considered for technical scrutiny: -

- I. Proof of no. of years in current business.
- II. List of Clients with total no. of manpower provided and retained with category of employees with proof for last three years (as per annexure-IV)
- III. Proof of No. of employees on Roll on date of submission of tender.
- IV. Terms and conditions of employment with details of entitlements/benefits etc.(sample offer letter/ salary slip etc.)
- V. Training Facilities for Employees.
- VI. Certification available with company, if any
- VII. A brief note on process followed by the agency on recruitment process.
- VIII. Demand draft of Earnest Money Deposit Rs 20,000/- (EMD).
- IX. Details of successfully executed similar work along with work order copies as mentioned in NIT.
- X. A copy of registration certificate with Service tax, ESI, PF and, and Income tax etc.
- XI. Duly filled in and signed acceptance certificate, as per proforma enclosed.
- XII. Details of agency setup and establishment with Licence no., if any.
- XIII. Performance certificates from clients for successfully executing similar works.
- XIV. Audited financial statement including profit and loss account and balance sheet for last successive three years.

Note: - The Bidder who provided as required above will technically qualify subject to the submission of satisfactory report by our inspection committee after site inspection, otherwise not.

2.2 INTRODUCTION (DEFINITIONS)

- 2.2.1 The “IIIT” means Indraprastha Institute of Information & Technology, Delhi.
- 2.2.2 “Bidder” means the individual or agency who participates in this tender and submits its bid.
- 2.2.3 The “Manpower” means supplying various type of manpower (Technical, Administrative, Accounts etc.), which the agency is required to provide for the IIIT, Delhi under the contract.
- 2.2.4 “Letter of intent” means the communication of the intention of the IIIT, Delhi to the bidder for the award of work read with bid documents.
- 2.2.5 “Work order” means the order placed after issue of letter of intent by the IIIT, Delhi to the agency signed by the IIIT, Delhi including all attachments and appendices thereto and all document incorporated by reference therein. It along with the letter of intent and bid documents constitute the contract.

2.3 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The bidder shall bear all costs associated with the preparation and submission of the bid. The IIIT, Delhi in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.4 BID DOCUMENTS

2.4.1 Bid Documents included: -

- Section 1 Notice Inviting Tender
- Section 2 Guidelines to Tenderers
- Section 3 Conditions of Contract
- Section 4 Price Schedule
- Section 5 Annexures
- Section 6 Acceptance Certificate

2.4.2 Any clarification or communications obtained from the IIIT, Delhi

2.5 AMENDMENT TO BID DOCUMENTS

2.5.1 At any time, prior to the date of submission of bids, the IIIT, Delhi may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

2.5.2 The amendments will be published by issuing a corrigendum in the same newspaper/agencies in which the original tender was published extending the due date of tender submission/opening suitably.

2.6 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the IIIT, Delhi may at its discretion extend the deadline for submission of bid suitably.

2.7 FINANCIAL BID

There will be no financial bid.

2.8 BIDDERS ELIGIBILITY AND QUALIFICATION

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to provide the services. The bidder shall also submit documentary evidence in the form of work orders and satisfactory completion certificates for similar executed works by them.

2.9 EARNEST MONEY DEPOSIT (EMD)

2.9.1 The bidder shall submit EMD amount as mentioned in the NIT. The EMD shall be in the forms of: -

- a) Demand draft from a scheduled bank in favour of "IIIT,Delhi" payable at NewDelhi.

2.9.2 The bid not secured in accordance with the above shall be rejected by the IIIT,Delhi as non-responsive.

2.9.3 The EMD of the unsuccessful bidder will be discharged/ returned as prescribed by the IIIT,Delhi.

2.9.4 The successful bidder's EMD will be discharged upon the bidder's submission of Security deposit

2.9.5 The EMD may be forfeited under the following circumstances: -

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
- b) In case of a successful bidder, if he fails to submit the required security deposit within the time prescribed or
- c) If he fails to supply the manpower of the project.

2.9.6 No interest is payable on EMD.

2.9.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.10 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the IIIT,Delhi as non responsive.

In exceptional circumstances, the IIIT,Delhi may request the consent of the bidder for an extension to the period of bid validity. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.11 FORMAT OF SIGNING THE BID

2.11.1 The original copy of the bid shall be typed and shall be signed by the bidder or a person duly authorized by the bidder. The letter of authorization shall be accompanied by a written power of attorney accompanying the bid.

2.11.2 All pages of the original bid shall be initialed by the person signing the bid.

2.11.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the bidder signing the bid.

2.12 DEADLINE FOR SUBMISSION OF BID

Bid must be received by the IIIT, Delhi at the address specified and not later than the date and time specified in the NIT.

2.13 LATE BID

Any bid received late by the IIIT, Delhi after the deadline for submission of the bid shall be rejected and returned un-opened to the bidder.

2.14 MODIFICATION AND WITHDRAWAL OF BIDS

2.14.1 No bidder may modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.

2.15 OPENING OF TECHNICAL BID:

2.15.1 On the date of tender opening the technical bid shall be opened in the presence of authorized bidder's representatives who choose to attend at the date and time specified in the NIT. The bidder's representative (should have authorization letter on behalf of his company/firm) who is present shall sign the attendance register.

2.16 CLARIFICATION OF BIDS

2.16.1 To assist evaluation and comparison of the bids, the IIIT, Delhi may ask the bidders for any clarification of the bids. The clarification and response from bidder shall be in writing.

2.16.2 The IIIT, Delhi does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall supply the same at the rate quoted.

2.17 EVALUATION OF TENDERS

2.17.1 The IIIT, Delhi shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The IIIT, Delhi shall carry out detailed evaluation of the substantially responsive bids.

The IIIT, Delhi shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.17.3 A bid determined as substantially non-responsive shall be rejected by the IIIT, Delhi.

2.17.4 The IIIT, Delhi may waive any minor informal omission or nonconformity or irregularity in the bid which does not constitute a material deviation.

2.17.5 The IIIT, Delhi shall evaluate in detail and compare the bids which are substantially responsive.

2.17.6 IIIT, Delhi shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.17.7 The Bidder who provided as required above will technically qualify subject to the submission of satisfactory report by our inspection committee after site inspection, otherwise not

2.18 EVALUATION

The technical bid will be evaluated as specified in Annexure –III. For award of work 100% Weightage will be given to the Technical Bid.

2.19 IIIT, DELHI RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The IIIT, Delhi does not bind himself to accept the lowest or any other tender bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder due to action of IIIT, Delhi.

2.20 NOTIFICATION OF SUCCESSFUL BIDDER

2.20.1 Prior to the expiration of the bid period, the IIIT, Delhi will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.

2.20.2 Upon successful bidder furnishing of security deposit the EMD of successful bidder will be discharged.

2.21 ISSUE OF LETTER OF INTENT

2.21.1 The issue of letter of intent shall constitute the intention of the IIIT, Delhi to place the purchase order / work order with the successful bidder.

2.21.2 The bidder shall within 10 days of issue of letter of intent should give his acceptance alongwith security deposit of **Rs 25,000/-** in conformity with the bid documents.

2.22 CANCELLATION ON LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Security deposit in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in which case IIIT, Delhi may make the offer to any other bidder at the discretion of the IIIT, Delhi or call for new bids

2.23 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the IIIT, Delhi in bid evaluation, bid comparison or award of the work shall result in rejection of the bid.

2.24 Agency Charges

Agency's service charges will be 10% Percentage on billing amount per month which includes (Basic Pay + Allowances, if any)

2.25 NATURE OF MANPOWER REQUIRED

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

TECHNICAL BID

QUESTIONARE TO BE FILLED UP BY THE AGENCY APPLYING FOR TENDER FOR
MANPOWER SERVICES AT IIIT, Delhi.

NIT No. IIITD/GA/MS/2013/(I)

1. Name of the agency with Status :
(Proprietorship, Pvt. Ltd.)
2. No. of years in current business :
3. No. of Clients :
4. Total no. of manpower supplied and retained during
last three years as per annexure-IV attached (yes/no) :
5. No. of Employees on Roll :
6. Terms and conditions of employment attached (yes/
No) :
7. Details of Training Facilities for Employees
attached (Yes/ No) :
8. Certification available with agency :
9. Brief Note on process followed by the agency on recruitment
process attached (Yes/ No) :
10. Financial Status of Bidder And/or his Associates
Including Annual Report of Past 3 years with ROC
(Registration of Companies) receipts duly authenticated by
Chartered Accountant. (Attach documentary Proof)
11. ESI Registration No. :
(Attach a copy of the Registration Certificate / letter).
12. PF Registration No. :
(attach a copy of the PF Registration letter)

13. Income Tax Permanent Account No. :

14. Service Tax Registration No. :
(attach documentary proof)

15. Details of EMD / Bank Draft No.
Date of Draft, Bank Name

Signature of the Contractor
or his Authorised Signatory
withs Seal of the Agency / Firm

Date:

-END OF SECTION - 2

SECTION - 3

CONDITIONS OF CONTRACT

SECTION - 3

CONDITIONS OF CONTRACT

3.1 Place where the Manpower will have to be deployed.

3.2 Scope of work for Manpower

3.3 Payment Terms.

3.4 Period of Contract.

3.5 Pre-bid Inspection/Survey.

3.6 Working Hours

3.7 Deployment of staff.

3.8 Damage caused to Installation.

3.9 Labour Laws.

3.10 Termination of Contract.

3.11 Force Majeure

3.12 General Line

3.13 Sub-Contracting

3.14 Arbitration

3.15 Resolution of dispute

3.16 Termination for default

3.17 Right to Black List

3.18 General terms & conditions

3.19 Penalty

3.20 Security Deposit

SECTION – 3

CONDITIONS OF CONTRACT

3.1 PLACE WHERE MANPOWER TO BE DEPLOYED.

Indraprastha Institute of Information & Technology, Delhi

3.2 SCOPE OF WORK FOR MANPOWER

The scope of work shall cover daily operation and all routine /specialized work in various division of IIIT, Delhi.

3.3 PAYMENT TERMS

- a) Generally payment shall be made on monthly basis within 15 working days after submission of bills. However in case of delay in any particular month due to valid reasons, the contractor should ensure the payment of the workers in time. The contractor should ensure that payment to workers is made by 7th of every month, without linking to payment receivable from IIIT, Delhi.
- b) The payment shall only be released on confirmation of disbursement of salaries and other allowances to the workers on or before 7th of every month deployed at site by the agency irrespective of the payment by the IIIT-Delhi.
- c) The agency will have to enclose the copies of PF, ESI and Service tax and other challans towards compliance of previous months payments for releasing the payment of current month. The amounts should contain the details on individual names of workers. If there is any variation payment will not be released.

3.4 PERIOD OF CONTRACT

The Contract shall be initially for a period of one year. However, IIIT, Delhi at its discretion may extend the contract for a further period as per terms & conditions of contract on the same rate, terms and conditions

3.5 PRE-BID INSPECTION / SURVEY

- 3.5.1 The bidder may visit IIIT, Delhi to have an understanding of the requirement, during working hours of the Institute.

3.6 WORKING HOUR/ LEAVES

The Employee of contractor would work from 9.am-6pm excluding lunchtime for 6 days a week except Sundays and other Gazetted Holidays. In addition to this, they will be entitled for 12 days leave (@ 1 day per month) per year. Unspent leaves will not be carried forwarded to next calendar year.

3.7 DEPLOYMENT OF STAFF

- 3.7.1 The Contractor shall Recruit/ Deploy/ Depute Trained, Qualified and Experienced personnel as per the requirement by IIIT, Delhi.
- 3.7.2 The Employees of contractor has to work as per the directives/instructions given to the contractor in this regard. The contractor has to ensure these are strictly adhered to.
- 3.7.3 The manpower proposed to be deployed by the Contractor shall be subject to ascertaining their antecedents, checking and suitability of their skills. Before deploying a person in the Centre the contractor shall furnish complete particulars and obtain written approval of the designated officer of the Centre
- 3.7.4 The Agency shall be fully responsible for any kind of accident / mishap to their staff as well as to any loss to machine while attending the complaints or at work in the IIIT, Delhi premises.
- 3.7.5 The contractor shall be responsible for the good conduct and behavior of the Employees of Contractor. If any of the Employees of Contractor is found misbehaving with the supervisory staff or any other staff member / student of the IIIT, Delhi, the Contractor shall, on receipt of instructions of the Registrar or any other Officer designated by the Registrar, IIIT, Delhi in this regard, replace such employee of the Contractor's without asking for any reasons. The Contractor shall issue necessary instruction to the Contractor employees to act upon the instructions given by the supervisory Staff.
- 3.7.6 No person below the age of 18 (eighteen) years shall be employed at the work site.
- 3.7.7 The Agency shall pay to employees of contractor employed by him wages not less than fair wages as agreed by IIIT, Delhi or as per the provision of the contract labour (Regulation and abolitions)Act 1970 and the agency labour (Regulation and Abolition) Contract rules 1971 and payment of wages 1936, minimum wages act 1948, whichever applicable. But in no case the pay to the employees of contractor would be less than the amount agreed by IIIT, Delhi and Agency will only charge the commission.
- 3.7.8 The Agency shall submit by 5th of every month to Registrar a true statement in respect preceding month.
1. No. of workers employed by him.
 2. Their working hours.
 3. The wages paid to workers / acquaintances.
 4. Any other related information asked by IIIT, Delhi.
- 3.7.9 All the employees will have to be covered under insurance against any personal accident and IIIT, Delhi will not be liable for payment of any compensation on that account.

3.7.10 If any claim arises from any of the employees of contractor deployed at IIIT, Delhi, such claims are to be dealt with solely by the contractor on his own and at his cost. IIIT, Delhi shall not be responsible or does not have any obligation either for dealing such claims nor for the cost of dealing or setting such claims.

3.7.11 All the persons deployed by the Agency at IIIT, Delhi site may have to carry identity Cards. Agency also submits the bio-data of the employees to be deployed by them. Any negligence/offence on their part will attract immediate removal from site.

3.7.12 Manpower deployed by the Agency at our site for carrying out contracted works is strictly prohibited being associated with any other works in the campus.

3.7.13 The agency may issue Identity Card to all of its employees within 15 days from the date of signing the contract failing, which a suitable penalty (Rs. 200/- minimum) may be imposed by competent authority.

3.8 DAMAGE CAUSED TO INSTITUTION

In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the agency the agency shall be responsible to make good the loss. Decision of the Registrar IIIT, Delhi shall be final & binding on the agency.

3.9 LABOUR LAWS

3.9.1-The Agency shall abide by all the rules and regulations related to labour laws, accidents, workmen compensation act, workmen insurance, ESI, PF, minimum wages etc. This will be the sole responsibility of the agency. IIIT, Delhi will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to nonconformance by the agency, under no circumstances IIIT, Delhi will be liable for the same.

3.9.2- Contractor shall abide by all applicable, and shall adopt all required welfare measure for the Employees of Contractor and discharge all other obligations concerning thereto. The Contractor shall furnish adequate proof to IIIT, Delhi in this regard. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the Contractor, and IIIT, Delhi shall not be held liable for such responsibilities / obligations in any manner what so ever.

3.10 TERMINATION OF CONTRACT

The Registrar, IIIT, Delhi reserves the right to terminate the contract with an advance notice of one month without assigning any reason. The contract can also be terminated at the request of agency, with an advance notice of three month falling, which, the agency is liable, to pay liquidated damages besides forfeiture of security deposit.

3.11 FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of Registrar, IIT, Delhi, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the IIT, Delhi shall be at liberty to take over from the Agency at a price to be fixed by the IIT, Delhi, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the agency at the time of such termination, or such portion thereof as the IIT, Delhi may deem, fit except such material, as the agency may, with the concurrence of the IIT, Delhi, elect to retain.

3.12 GENERAL LINE

Whenever under this contract any sum of money is recoverable from and payable by the agency, the IIT, Delhi shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the agency, if a security is taken from the agency. In the event of the security being insufficient or if no security has been taken from the agency, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the agency or which at any time thereafter may become due to the agency under this or any other contract with the IIT, Delhi. If this sum is not sufficient to cover the full amount recoverable, the agency shall pay the IIT, Delhi on demand the remaining balance due.

3.13 SUB-CONTRACTING

The bidder cannot assign or transfer and sub-contract its interest / obligations under the contract without prior written permission of the IIT, Delhi.

3.14 ARBITRATION

3.14.1 In the event of any dispute arising between IIT, Delhi and the agency in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to The Registrar, IIT, Delhi who may herself act as sole arbitrator or may name as sole arbitrator an officer of IIT, Delhi notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The agency expressly agrees that the arbitration proceedings shall be held at IIT, Delhi and the decision given by the administration shall be binding on both the parties.

3.14.2 In case any agency wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

3.15 RESOLUTION OF DISPUTE

- 3.15.1 If any dispute arises between the parties hereto during the subsistence of thereafter in connection with the validity, interpretation, implementation breach of any provision of the contract or regarding a question, including the questions as to whether the termination of the contract by one party hereto has been legitimate, both parties hereto shall endeavor to settle such dispute amicably. In case of failure to resolve the dispute, the Registrar, IIIT-Delhi will appoint a sole arbitrator to her and dispute off such disputes through a reasoned order. .
- 3.15.2 The place of the arbitration shall be IIIT, Delhi.
- 3.15.3 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- 3.15.4 The proceedings of arbitration shall be in English language.

3.16 TERMINATION FOR DEFAULT

- 3.16.1 The IIIT, Delhi may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part.
- a) If the agency fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the IIIT, Delhi.
 - b) If the agency fails to perform any other obligations under the contract and
 - c) If the agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the IIIT, Delhi may authorize in writing) after receipt of the default notice from the IIIT, Delhi.
 - d) Without any notice or on a notice period of maximum of 30 days.
- 3.16.2 In the event the IIIT, Delhi terminates the contract in whole or in part pursuant to above para, the IIIT, Delhi may hire the agency at the risk and cost of working agency under contract as IIIT, Delhi deems appropriate. However the agency shall continue the performance of the contract to the extent not terminated.

3.17 RIGHT TO BLACK LIST

IIIT, Delhi reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

3.18 GENERAL TERMS & CONDITIONS

- 3.18.1 The employee shall be governed by the usual Office secrecy rules and regulations and will not disclose to any unauthorized person any information/data that he/she may have by virtue of his/her position in the office or in the Institute. This is also applicable after leaving the institute.
- 3.18.2 The Contractor shall be responsible for all injuries and accidents to persons employed by him. He will also cover his personnel for personal accident whilst performing the duty

- 3.18.3 The Contractor shall Recruit/ Deploy/ Depute the Employees of Contractor to take, proper care of the buildings, premises and campus of IIT, Delhi including various documents/ equipments etc. In the event of any loss being caused to IIT, Delhi on account of negligence/derelection of duties or performance of their obligations by the Contractor or employees of Contractor, the Contractor shall be liable to indemnify IIT, Delhi for such loss, out of the Contractor's insurance cover or otherwise, such loss being quantified after an inquiry comprising of the representative of IIT, Delhi and the Contractor
- 3.18.4 The contractor shall maintain Muster Roll, Wage register, Register of Deductions, Register of Overtime and other required registers at Site
- 3.18.5 The contractor shall submit the undertaking every month that he is paying the wages as he is charging from IIT, Delhi for a particular employee, and complying with all the statutory requirements like PF, ESI, Minimum wages etc. the salary shall be distributed in the presence of an authorised representative of IIT-Delhi nominated by the Registrar.
- 3.18.6 The department will deduct Income Tax at source under section 194C of the Income Tax Act 1961 from the contractor as per Govt. of India of such sum as income tax on the income comprised therein
- 3.18.7 IIT, Delhi reserves the right to ask and require the contractor to remove any Employee deployed by the Contractor, without assigning any reason/notice therefore.
- 3.18.8 That no right, much less a legal right shall vest in the Contractor Employees to claim or have employment or otherwise seek absorption in IIT, Delhi nor the contractor Employees shall have any right whatsoever to claim the benefits and/ or emoluments that may be permissible or paid to the employees of IIT, Delhi. The Contractor Employees will remain the employees of the Contractor and this should be the sole responsibility of the Contractor to inform and clarify it to the Contractor Employees before deputing them on work at IIT, Delhi
- 3.18.9 Without limiting generality of the conditions herein, if any of the Contractor Employees prefer claim for employment with IIT, Delhi, the Contractor shall, at its own cost, deal with such claim and settle such claims without any obligation on the part of IIT, Delhi regarding such claims or settlements thereof.
- 3.18.10 The employees of agency may be required to continue on duty more than specified working hours or on holidays in such cases the payment equal to normal wages per day will be paid on approval of competent authority.

3.19 PENALTY

- 3.19.1 The contractor and the employees of the contractor shall be held responsible for guilty, fraud and mischief and misappropriation or any other type of misconduct on the part of contractor/ his employee would be imposed a penalty of Rs. 500/- per instant or Registrar may impose a penalty as they deem fit according to the gravity of guilt/ loss/ misconduct/ misappropriation etc.

3.20 SECURITY DEPOSIT

3.20.1 The Contractor shall deposit an amount of **Rs. 25,000/- (Rupees Twenty Five Thousand only)** as Security within one month with the IIIT, Delhi for the entire duration of the contract for which no interest will be payable failing, which the EMD amount will be forfeited and contract will be terminated.

IIIT, Delhi reserves the right to seize the security deposit if the contractor terminates the services without any reason

-END OF SECTION – 3 –

SECTION - 4

ANNEXURES

INDEMNITY BOND

This Indemnity Bond is made by M/s. _____
_____ through its Authorized representative
Shri _____ S/o Shri _____
R/o _____
in favour of IIIT, Delhi.

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

And whereas for the purpose of deployment of manpower in various section of IIIT, Delhi is sanctioned by IIIT, Delhi, as manpower supply contract, till the completion of the period.

And whereas all the expenditure shall be borne by M/s. _____ and shall be paid by IIIT, Delhi on verification of Bill submitted by Agency.

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

And whereas M/s. _____ indemnify to the IIIT, Delhi, against all the risks, losses, claims, damages, on account of supply of manpower.

And whereas the executant shall abide all the rules-regulations and direction of competent authority/IIIT, Delhi.

In witness whereof this Indemnity Bond is made at _____ on this _____, by the Executant in the presence of the following witnesses.

Witnesses:

1. EXECUTANT

Annexure-II

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

Sr. No.	Designation	Minimum Qualification & Experience	CTC (Inclusive of all)
1	Office Boy	Metric	10-15K
2	Office Assistant/ Accounts Assistant/ IT Assistant/Technical Assistant	Diploma/ Graduation	15-20K
3	Senior Office Assistant/ Accounts Assistant/ IT Assistant/Technical Assistant	Diploma/ Graduation with 2 years of experience	20-25K
4	Management Assistant	PG with 1 years	25-30K
5	Senior Management Assistant	PG with 3 years of experience	30-35K

The above qualifications, experience and salary are tentative. However, the salary will be fixed based on the CV and performance during the interaction/ discussion with the candidate.

Evaluation Criteria:

Sr. NO.	Criteria	Points
1	No. of years in current business	
2	Total no. of manpower supplied/ retained during last three years	
3	No. of Employees on Roll	
4	Terms and conditions of employment and benefits	
5	Training Facilities	
6	Certification	
7	Recruitment process	
8	Annual Turnover (average of last 3 consecutive years)	
Total Points		

The expert committee will award the points based on the data provided by the agency in technical bid. The work will be awarded to the agency that will get highest points in total.

Annexure-IV

Details of the no. of manpower provided/ retained during last three years:

Sr. NO.	Name of the Client	Period of Contract (in years)	Value of the Contract (In Rs.)	#Manpower provided		
				Technical	Administrative/ Accounts	Others

#Proof needs to be attached:

ACCEPTANCE CERTIFICATE

I.....(designation)..... of (Name of the Company)
..... hereby accept the above-mentioned Terms & Conditions along with
Appendixes for the above Contract of IIIT, Delhi.

Signature
Company Seal