



# Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713 Uttarakhand, India

(Web Site: [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in))



## TENDER DOCUMENT

### FOR SUPPLY OF MANPOWER FOR HOUSEKEEPING AND OTHER SERVICES

Notice Inviting tender (NIT) No. IIMKASHPUR/PUR DEPTT /NIT/ 04 / 2019-20 dated  
21 Feb 2020.

1. Bids in sealed cover are invited for rate contract of services under two bid system (Technical Bid and Financial Bid) from reputed experienced and financially sound parties listed in this NIT. Please super scribe the above mentioned Title **“FOR SUPPLY OF MANPOWER FOR HOUSEKEEPING AND OTHER SERVICES”**, **NIT number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.** Bids not super scribed with the details mentioned above may be declared invalid.

2. The address, contact numbers, date of issue of quotations document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below –

a. Bids/queries to be addressed to: **STORES AND PURCHASE OFFICER**

b. Postal address for sending the Bids:

**STORES AND PURCHASE OFFICER  
INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR  
KUNDESHWARI, KASHIPUR  
DIST. UDHAM SINGH NAGAR,  
UTTARAKHAND (INDIA)  
PIN – 244713  
Website: [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in)**

c. Name/Designation of the contact personnel: **STORE AND PURCHASE OFFICER**



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**d. Telephone numbers of the contact personnel: 91-7088270882,  
7900444090 (Ext) : 321**

**e. e-mail ids of contact personnel: [purchase@iimkashipur.ac.in](mailto:purchase@iimkashipur.ac.in)**

**f. Date of Issue of Quotation Documents : 21 Feb 2020**

**g. Last date and time of submission of Quotations : 16 Mar 2020 at  
11.00 A.M. Any changes of the schedule will be notified on the Institute's website.**

**h. Date and time of opening of Quotations (technical Bid) : 16 Mar 2020 at  
11:30 A.M onwards. Any changes of the schedule will be notified on the Institute's  
website. If the date is holiday, the next working day will be the opening date of the  
tender. Financial Bids of only those firms will be opened, whose Technical Bids are  
found compliant/suitable after Technical evaluation is done by the duly constituted  
Committee.**

**3. Cost of Bid Document: Bidders can download bid document from the website  
of IIM Kashipur and submit the non-refundable processing fee of ₹ 2000/- (Rupees  
Two Thousand Only) in the form of Demand Draft or Banker's Cheque in favour of  
"Indian Institute of Management, Kashipur".**

**4. Estimated Volume of Business per annum: Approx. ₹ 60,00,000/- (Rupees  
Sixty Lakh only)**

**5. Issue of Tender: The tender document can be downloaded from the Institute  
website – [www.iimkashipur.ac.in](http://www.iimkashipur.ac.in). The tender cost is Rs. **2000/- (non-refundable)** is to  
be rendered through a demand draft as cited above. Please keep visiting our website  
for any corrigendum/amendments and submit the bid document accordingly.**

**6. Manner of depositing the Bids: Sealed Bids should sent by registered post/courier  
or in person at the address given above so as to reach by the due date and time. Late  
tenders will not be considered. No responsibility will be taken for postal/courier delay or  
non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be  
considered (unless they have been specifically called for by these modes due to urgency)**

**7. The NIT is to be signed on all the pages by the bidder. This NIT is being  
issued with no financial commitment and the Buyer reserves the right to change or  
vary any part thereof at any stage. Buyer also reserves the right to withdraw the  
NIT, should it become necessary at any stage without giving reasons thereon of  
withdrawing the NIT.**

**8. The Bidders may depute their representatives, duly authorized in writing, to attend  
the opening of Bids on the due date and time. This event will not be postponed due to  
non-presence of your representative.**

**9. Forwarding of Bids – Bids should be forwarded by Bidders under their original  
letter pad inter alia furnishing details like GST number, Bank address with EFT Account  
etc and complete postal, contact details & e-mail address of their office.**



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**10. Clarification regarding contents of the NIT** : A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 10 (ten) days prior to the date of opening of the Bids in case of limited tender enquiry only.

**11. Modification and Withdrawal of Bids**: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

**12. Rejection of Bids**: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

**13. Unwillingness to quote**: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this NIT.

**14. Validity of Bids**: The Bids should remain valid till **90 days** from the last date of submission of the Bids.

**15. Earnest Money Deposit**: Bidders are required to submit Earnest Money Deposit (EMD) for amount of **2,00,000/- (Two Lakh only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque from any of the public sector banks or a private sector bank authorized to conduct government business payable **in favour of "Indian Institute of Management, Kashipur"**. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The bidder is to mention the details of earnest money sent herewith with the tender as under:

**(To be filled by the bidder)**

Description of EMD by which paid	No.	Date	Face value (Rs.)



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16. (a) The rate contract will be for two years starting from the date of awarding the contract. The contract may be extended for only one year on mutual consent basis (i.e. the total period of contract should not exceed three years from the award of rate contract) without increasing the cost.

(b) Proposed Date of Commencement of the Work/Contract: 01 Apr 2020

17. Schedule of Requirements:

## Schedule of Events

Supply of Very Skilled/Semi-skilled/Unskilled Workers on contract at Indian Institute of Management Kashipur.

Indian Institute of Management Kashipur invites sealed tenders from Manpower suppliers for Housekeeping and other Service, who have their setup/local office in Kashipur for providing required services in three cover separately (EMD & Tender Document cost, Technical Bid and Financial Bid as per Annexure -I and II) and all the documents should be enclosed in one big envelope (EMD & Tender Document cost, Technical Bid and Financial Bid as per annexure -1) on or before 16.03.2020 (up to 1100 hrs) for the following works.

## SCOPE OF WORK:

The premises in which the Institute is functioning are:

1. Permanent Campus.

2. Hostel No.1 with Student Mess and Auditorium (located at Ganna Sansthan Kendra),

Area
Academic Building
Administrative Block
Hostels
Dining hall
Complete Campus Lawns + Passage ways +Car Parking Shades
Cleaning of all drains open/closed
Residential Apartments
Library
Commercial Complex



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## **I. Nature and scope of work for outsourced housekeeping and other staff required:**

- a. Sweeping/Mopping/Dusting to above mentioned all areas and cleaning surrounding areas daily and as required basis.
- b. Cleaning of Toilets, Urinals, and Wash - Basins in the all above mentioned areas two times in a day and as required basis.
- c. Cleaning/Wiping of Furniture, complete fitted equipment and blocks boards of all above mentioned areas twice in a week.
- d. Cleaning surrounding areas of all above place's surrounding areas twice in a week
- e. Cleaning of Garden (Lawn) and watering the plants in the garden area daily and maintaining the garden of all above areas.
- f. Sweeping/Mopping of stair cases of all above mentioned areas
- g. Any blockage in water closet, urinals, washbasin, sewer tank should be cleared immediately by the contractor.
- h. Cobweb work should be done in the entire above mentioned places twice in a week.
- i. Horticulture work
- j. For any other work as required by the Institute

## **II. Service Material and Tools**

- a. All the material required for the above works such as brooms, basket, cobweb stick, mopping stick, cloth, brushes etc will be provided by the Institute. The floor cleaning machine and other equipment will also be provided by the Institute.
- b. Disinfectants, Phenyl, Toilet Cleaner, Floor Cleaner, Naphthalene Balls, Soap, tissue paper, etc. Required for toilet cleaning floor mopping, will be provided by the Institute.

## **III. Working Conditions**

- a. The housekeeping service is required to be carried out on all the days of month.
- b. Sufficient manpower is required to be provided to all building for the work.



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- c. Strict discipline must be observed by the workers.
- d. The labourers put in work must be provided with proper uniform and other safety gears of the company to distinguish them from other staff.
- e. The labourers must be provided with identity card with the Institute's approval.
- f. The Supervisor under whom the labourers work shall have to report daily to the concerned official of the Institute.
- g. The Labourer must be given one paid weekly off if he/she continuously works for six days in a week along with declared holidays and festival holidays. However, no payment will be made for any absentee other than weekly off, declared holidays and festival holidays. Proportionate reduction will be made if any item of work is not carried out on any day due to any reason.
- h. The rate quoted by the contractor shall be exclusive of service tax at present. As the service tax is not applicable to educational institute.
- i. The payment will be made after deducting necessary recoveries like income tax etc.

#### IV. **Working Hours for Housekeeping Staff:**

Morning Session (Summer)	7:30 am : 1:00 pm
Morning Session (Winter)	8:00 am : 1:30 pm
Lunch	1:00 pm -1:30pm/ 1:30pm to 2:00pm
Afternoon Session (Summer)	1:30 pm to 4:00pm
Afternoon Session (Winter)	2:00 pm to 4:30 pm

Working hours for office staff as per office hour. Cooks as per Mess requirement.



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## V. Anticipated No. of Very Skilled/Semi-skilled/Unskilled Workers required per day:

SI No.	Name of Building/ Location		Type of worker	Employee Category	No. of Labourers to engaged per day
1	<b>Academic Block</b>		Houseke eping	Semi- skilled	09
		(Ground Floor) 3 Class room X 90 seater 3 Class room X 40 seater			
		(First Floor) 3 Class room X 90 seater 3 Class room X 40 seater			
		Second Floor 2 Class room X 90 seater			
		Ground floor 32 room			
		First Floor 32 rooms			
		Second Floor 12 rooms			
		Lab 6			
		Conference room 01			
		Common area			
2	<b>Administrati ve Block</b>		Houseke eping	Semi- skilled	
		Hostel-rooms (4X24X5) 480 rooms attached toilet, common area, area between towers of each			29 (including 03 reliever)



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		blocks and surrounding.			
		Dining Hall Ground floor			2
		Faculty residency for common area 30 houses			3
		Main receiving station, sewage treatment plant, Water treatment plant, Heat ventilation and air conditioner	Housekeeping	Semi-skilled	1
		Road cleaning			3
3	<b>Hostel 01 (For FPM) + Auditorium</b>		Housekeeping	Semi-skilled	3
4	<b>Administrative &amp; faculty block</b>		Peon	Skilled	4
5	<b>Office, Hostels and Guest Houses</b>		Carpenter	Very skilled	1
			Plumber	Very skilled	1
			Supervisor	Very skilled	2
			Assistant Electrician	Very Skilled	5
6	<b>Guest Houses</b>		Housekeeping	Semi-skilled	2
7	<b>Hostel + Guest Houses</b>		Cook	Very skilled	12
8	<b>New Office + Hostel</b>		Gardener	Semi-skilled	30





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9	Administrati on		Clerk- cum-Field Boy	Very- skilled	1
			Medical Assistant	Very- Skilled	4
			Receptio nist	Very Skilled	1
			Accounts Clerk	Very Skilled	1
			Audio Visual Assistant	Very skilled	1
			Administr ative Staff	Very skilled	2

**Terms of Employment:** Per month salary, working hours & evaluation/selection of the candidate will be done by IIM Kashipur. Other terms & conditions will remain same.

**Note:** Number of workers / labourers may increase / decrease for month to month, no minimum guarantee will be provided.

### **Special Conditions:**

- a. The contractor should execute an agreement in the non-judicial stamp Rs. 500/- incorporating the various terms and conditions.
- b. The building should be kept in spick and span conditions at all the times.
- c. The contractor should make his arrangements for collection of all required materials from store. 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 IIM Kashipur.
- d. If the contractor's performance is not satisfactory, the contract shall be terminated by giving three months' notice.**
- e. The contractor shall recoup to the employer the cost of any damage incurred by the contractor on account of any breach of the terms and conditions of the agreement



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- f. Attendance registers and salary registers for the labourers engaged per building and other registers required as per acts and rules may be verified by any official of IIM Kashipur in the Building of assigned or this purpose or other enforcing agencies during their inspection.
- g. The wages for the labourers to be fixed by the contractor should be at least protecting the minimum wages prescribed by the Minimum Wages Act of the Central Government and the entire amount of the wages and other benefits as applicable left out after deduction for statutory benefits should be paid in full to the labourers.
- h. Payment to the labourers must be remitted to their respective bank account by before 7<sup>th</sup> of every month. No cash payment to labourer to be made.
- i. A certificate for wages paid to the labourers must be obtained from the official concerned and produced along with the bills.
- j. The supervisor must be provided with mobile phone and the mobile numbers must be given to the concerned official of IIM Kashipur. The contractor should establish a local office within 5Kms of IIM Kashipur within one month after award of the contract.
- k. Official Authority of IIM Kashipur 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 IIM Kashipur the contractor shall accept and abide by any such amendment or modification unconditionally.
- l. The Firm/Bidder has to quote for Outsourcing Manpower supply after visiting the sites (Indian Institute of Management Kashipur) with prior appointment.

## **Weekly Reports of Tasks**

The contractor must submit a report on Friday of every week giving details of weekly task performed in the following format. If Friday happens to be holiday to the Institute the report shall be submitted on the next working day.



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## Task Report

SI No.	Task	Building/Locations where work carried out
1	Cleaning of Toilets, Wash - basins, Urinals etc.	
2	Dusting/Wiping blinds	
3	Cleaning of Cobwebs	
4	Mopping the floors of all rooms/halls etc.	
5	Cleaning of Doors/Window/Furniture & Fittings	
6	Cleaning of Areas surrounding the buildings	
7	Watering of plants, cleaning of garden areas	
8	Report on any other work entrusted by the Institute	

The report shall be submitted in duplicate-one copy to the concerned official and another copy to the Chief Administrative Officer of IIM Kashipur.

\_\_\_\_\_  
**Signature of Contractor**

\_\_\_\_\_  
**Chief of Administration**

### GENERAL TERMS & CONDITIONS:

1. The required documents should be attached with the tender. The tender without the documents will not be considered
2. **The quoted rates should be per unit on monthly basis. The rate quoted should be not less than the minimum wages prescribed by the Central Govt. The rates quoted below the minimum wages will not be considered.**
3. **CONTRACT PERIOD will be initially of two years. This period may be extended by one year on satisfactory performance. The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs.500/-. In the event of bidder backing out before actual award of execution of agreement, IIM Kashipur will have right to forfeit the earnest money deposit.**
4. IIM Kashipur reserves the right to reject all the applications without assigning any reasons whatsoever.



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5. **The tenderer should deposit the performance security money @10% of the accepted value of yearly order within the specified period of one month failing which the earnest money deposited will be forfeited.**
6. The worker provided by agency has to perform work as per IIM Kashipur management. The duty hour shall depend upon the requirement at the institute.
7. The bidder shall have the following registrations and details and the same to be provided along with documentary proof. If the bidder fails to provide/submit copies of the below mentioned documents his/her tender will not be considered.
  - a. **Registration of manpower agency with Home Ministry Govt. of Uttarakhand**
  - b. **PF Registration Certificate**
  - c. **ESI Registration Certificate**
  - d. **Service Tax Registration**
  - e. **Valid License, issue by Regional Labour Commissioner, Govt. of India/Uttarakhand**
  - f. **Registration with Income Tax Department for permanent income tax number**
  - g. **GST Number**
  - h. **Service Tax Number and duly acknowledged copy of service tax return filed during the previous financial year**
  - i. **TAN (TDS Account No.)**
  - j. **Registration as proprietary firm, Partnership firm, Limited Company, Corporate Body**
8. There should be no criminal case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) and the firm should not be blacklisted by Central Government/State Government/PSU/any other Institutes. **A declaration on Rs.10/- stamp paper should be attached.**



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## 9. **SCOPE OF WORK:**

### i. **Manpower Service will be required at the following places:**

Academic Building
Administrative Block
Hostels
Dining hall
Complete Campus Lawns + Passage ways +Car Parking Shades
Cleaning of all drains open/closed
Residential Apartments
Library (Will be in operation in future)
Commercial Complex

### ii. **Manpower Services will include:**

- a. The worker has to operate as per supervision instructions as decided by IIM Kashipur Management
- b. The worker will have to clean up total area of corridor rooms and public utility area
- c. Daily attendance has to kept by supervisor
- d. The worker who operate in hostel shall report all event to management for necessary action if required
- e. Assist IIM Kashipur in handling emergencies like fire, flood, earthquake etc.
- f. Any type of injury/death of worker will not be attributable to the institute at all times. The contracting firm will always give proper instruction to the workers on safety and security.

- iii. The scope of work may change during the period of the contract as per Institute requirement.

10. The employees of the Agency shall be of good character and of sound health and shall not be less than 21 years or more than 45 years (the criteria may be relaxed for lady worker and supervisor)



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11. 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. Night worker shall be equipped with proper protection and lighting devices. While working at the premises of the IIM Kashipur, they shall work under directives and guidance of the administration or his/her authorized representative answerable to administration.
12. 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. A photocopy of these cards along with computer data shall be given to the IIM Kashipur for record, verification etc. A proper police verification certificate of all the staff given by the agency will be handed over to the admin office before an individual is inducted into the IIM Kashipur.
13. The IIM Kashipur shall have the right to check up, from time to time, the uniforms worn by the agency personnel as well as their fitness to perform duty up to satisfaction of the IIM Kashipur.
14. The agency shall ensure that before deputing the staff, they will verify antecedents of all their staff and provide the IIM Kashipur a complete dossier of particulars of each personnel proposed to be deployed.
15. Agency shall comply with all statutory requirements existing as well as those promulgated 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 IIM Kashipur in any way 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 IIM Kashipur, the agency hereby indemnifies the IIM Kashipur completely. The Agency shall supply a certified copy of their registration no. under the shop & establishment Act, the Provident Fund Act, ESI, Labour laws and Income Tax etc.



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16. The personnel deployed by the agency in the IIM Kashipur shall be removed immediately if the IIM Kashipur considers such removal necessary on personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the IIM Kashipur and only after approval of the admin office. In case of removal of such personnel, no claim shall be maintainable against the IIM Kashipur.
17. If the IIM Kashipur incurs any expenses or any liability is put on them in connection with deployment of the employee of Agency, the same shall be adjusted from the bill of Agency.
18. 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 IIM Kashipur, Govt. of India/any State of any Union Territory.
19. The IIM Kashipur will not provide any residential space for accommodation to the deployed staff.
20. The IIM Kashipur shall identify the requirement of personnel and equipment, to be deployed for the daily work of the campus, in consultation with the agency. However the tentative requirements, based on past experience, are shown in the Financial Bid. The IIM Kashipur reserves the right to increase or decrease the quantities specified in the financial bid.
21. The agency shall take into consideration all levies and statutory taxes while quoting the tender
22. The payment for services under this agreement shall be made on monthly basis, through crossed-cheque or through ECS, drawn in favour of the agency payable at Kashipur. The final payment shall, however, be made only after adjusting all the dues/claims of the IIM Kashipur, Income Tax (TDS) as applicable at current prevailing rate will be deducting at source. All payment will be made after submission of documentary evidence of the financial transaction.
23. The persons employed by the Agency for IIM Kashipur will be the employees of the Agency and the IIM Kashipur shall have nothing to do with their employment or non-



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employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the IIM Kashipur and the personnel employed by the agency shall have no right whatsoever to claim employment or other rights from the IIM Kashipur.

24. The staff employed by the agency will not join any union of the IIM Kashipur nor shall they make any claim on service or other matter. They shall also not form any union associated with the IIM Kashipur and shall have absolutely no claim to subscribe or for election in any of the unions of the IIM Kashipur.

25. The agency shall be responsible for all injuries and accidents to persons employed by them and in no circumstances IIM Kashipur will be held responsible to compensate them under W.C. Act.

26. The Agency shall be responsible for the good conduct and behaviour of its employees.

27. In the event of any loss being caused to the IIM Kashipur on account of the negligence of the employee of the agency, the agency shall make good the loss sustained by the IIM Kashipur, either by the replacement or on payment of adequate compensation on actual basis.

28. The agency shall not appoint any sub-agency to carry out any obligations under the contract.

29. None of the employees of the agency shall enter into any kind of private work within or outside the campus of the IIM Kashipur non-compliance with this provision will be deemed to be violating of the contract inviting penal action.

30. In a satisfactory manner to the IIM Kashipur, the agency shall provide necessary manpower to attend to the various needs of services at the IIM Kashipur building, hostels, residences and the campus in general.

31. Total duration of contract shall be two years, subject to quarterly appraisal and review by the IIM Kashipur in case of performance of the agency is not found to be satisfactory as per operational parameters set out of the contract or not in conformity with the terms & conditions of the tender, the contract shall be terminated even before the





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scheduled time by giving advance notice of three months to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited. The contract period may be extended for another one year if services found satisfactory but not more than two times.

32. No worker/Supervisor shall be allowed to perform continuous duty beyond one shift.

33. Employee of the Agency shall not work for more than 26 days in a month. Hence proper rotation of employees will have to be done by the agency.

34. The Agency shall have a proper system of checking the workers on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.

35. The tender shall remain valid for a period of three months from the date of submission. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and the Earnest Money shall be forfeited. In exceptional circumstances, the IIM Kashipur may request the bidder's consent for an extension of the period of bid validity. A bidder may however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.

36. Anyone or more the following action/commission/omission are likely to cause summary rejection of tender:

- i. Any bid received late without conclusive proof that it was delivered before the specified closing time.
- ii. Any bid not accompanied by required earnest money deposit (EMD)
- iii. Any bid received unsealed or improperly sealed
- iv. Any conditional bid or bid offering rebate
- v. Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Documents



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- vi. Any bid received without and latest self-attested ITCC copy. Any effort by a bidder to influence the IIM Kashipur in the bid evaluation, bid evaluation, bid comparison or contract award decision.
  - vii. Any bid received with period of validity of bid shorter than 90 days.
37. The IIM Kashipur is not bound to award contract at the lowest price received in the Tender and reserves the right to decide on fair and reasonable price of the services tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidders. IIM Kashipur reserves the right to negotiate with first lowest bidder to arrive at the fair and reasonable price. In case of first lowest is more than one, then it would be at the discretion of the IIM Kashipur to select the bidder.
38. The decision of the Hon'ble Director of IIM Kashipur will be final in all respect and will be acceptable to all the tenderers.
39. The Agency shall maintain record of major/minor incidents on daily basis and report the same to the official authorized in this regard. The Agency shall also enquire about any incidents, like theft, indiscipline, disobedience or any unauthorized activities/criminal activities happening in the campus.
- 40. The agency shall maintain attendance and wages registers for all manpower engaged under the contract at IIM Kashipur and will also take out Workmen's compensation insurance policy. The Contractor must make the payment of wages to workers guards by before 7<sup>th</sup> of every month. The wages of persons engaged for providing services shall be as per minimum wages notified by the Govt. Notification Labour Commissioner, from time to time.**
- 41. ARBITRATION:**
- Except as otherwise provided elsewhere the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating



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to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by mutual understanding of both the parties. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the IIM Kashipur to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to proceed **denovo**. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves. The venue of arbitration shall invariably be at Kashipur. Subject as aforesaid the provisions of the Arbitration and conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. If any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of the Kashipur court or Udham Singh Nagar.

## **42. FORCE MAJEURE:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereafter referred to as events), provided notice of happenings of any such eventually is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The even may come to an end or cease to exist and the decision of the IIM Kashipur as to whether the operation have been so resumed or not shall be final and



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conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract. Provided, also that if the contract is terminated under this clause, IIM Kashipur shall be at liberty to take over from the agency, their personnel, vehicles & equipment deployed in the campus until a new agency is appointed and commences the operation.

#### **43. OPERATIONAL PARAMETER**

The worker parameters will there have been:

Safaiwala

Peon

Office Staff

Gardner

Cook

Supervisor

#### **44. PENALTY**

(a) For complaint, non-adherence of terms & condition specified in tender document, indiscipline and unsatisfactory level of services noticed during the inspection by IIM Kashipur officials, a penalty of upto Rs.5000/- per occasion will be levied after the approval of Director, IIM Kashipur.

(b) The decision of the Director IIM Kashipur in all cases shall be final in binding.

**Signature of Authorized Person with Tenderer's Seal**



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## Annexure-I

### Technical Bid

1. **Name of the Tenderer's Firm (Agency): -**

2. **Office Address:**

-----  
-----  
-----

Telephone No.

Mobile No.

Fax No.

-----  
Email id  
-----

3. **Name of Work:**

Supply of Very Skilled/Semi-skilled/Unskilled workers on contract at Indian Institute of Management Kashipur.

(a) Reference Tender No. \_\_\_\_\_

(b) Late Date of Submission of Tender \_\_\_\_\_

(c) Name of authorized representative(s) \_\_\_\_\_

4. **List of Documents proof attached along with Registration certificate.**

Sl. No.	Particulars	Detail	Document Enclosed
i	Registration of Agency with Central Govt/Home Ministry Govt. of Uttarakhand		Yes/No
ii	P. F. Registration Certificate		Yes/No
lii	ESI Registration Certificate		Yes/No
iv	Service Tax Registration		Yes/No
v	Valid License, issued by Regional Labour Commissioner, Govt. of India/Uttarakhand		Yes/No
vi	Registration with Income Tax Department for permanent income tax number		Yes/No
vii	GST (Goods and Service Tax Number)	Mandatory	Yes/No



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viii	Service Tax Number and duly acknowledged copy of Service Tax return filed during the previous financial year		Yes/No
ix	TAN (TDS Account No.)		Yes/No
x	Registration as proprietary firm, partnership firm, Limited Company, Corporate Body.		
xi	Experience of Providing 100 personal during last three years on monthly basis (Attach documentary copy of the same)		Yes/No

5. Turnover during the last three financial years should be not be less than **Rs.75 Lakhs** per year.

Year	Turnover in Rupees (in words and figures)
2016-17	
2017-18	
2018-19	

**Please enclose documentary evidence for above facts**

6. Earnest money deposit (EMD) Rs. \_\_\_\_\_ vide  
DD No. \_\_\_\_\_ Bank \_\_\_\_\_ Date \_\_\_\_\_



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7. Detail of experience in Govt./Public Sector Undertaking/Registered Societies during the last three financial years along with documentary evidence.

Year	Name of Employer/ Address/Tel. No.	Detail of Experience Period of contract with dates of commencement and completion	Total Number of workers deployed
2016-17			
2017-18			
2018-19			

The rates quoted are as under as per the prescribed terms and conditions attached as per the Annexure-1.

**\* The above numbers are indicative numbers, IIM Kashipur at its discretion may increase or decrease the number and delete any category and the payment will be made accordingly.**

Note- Technical Evaluation will be done based on above points.

**Important Note to the Tenderers:**

- i. If above documents at Sl. No. 5 to 7 are not attached the tender bid will not be considered.
- ii. The rates of Service Charges should be quoted exclusive of all taxes.
- iii. **The lowest bidder will be calculated by treating all categories all together as one Job work basis.**
- iv. The bid without proper breakup and below the minimum wages will not be considered
- v. No other charges would be payable by IIM Kashipur



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- vi. There would be no increase in rates of service charges during the contract period.
- vii. The General Terms and Conditions are part of the Tender. Violence of any condition shall be treated as breach of contract.
- viii **The bids should be submitted in one big envelope containing two separate sealed envelopes one each containing Technical Bids and Financial Bids clearly marked on Top.** All the pages of the Tenders are to be signed by the bidder with rubber seal of the company/Firm.
- ix **Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the duly constituted Committee.**

## **Declaration by the Tenderer:**

- i. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions attached and undertake myself/ourselves to abide by them. The General Terms & Condition are part of the Tender.
- ii. I/We want to tender as per rates quoted above.

**Signature of the Tenderer with Firm's Seal**

**Phone No. & E-mail address**





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## ANNEXURE-II

### FORM FOR FINANCIAL BID

Name of the Tenderer Firm: \_\_\_\_\_

Sl. No.	Type of worker / Category	Employee Category	No. of Labourers to engaged per day	Daily wages/rate (x)	Other charges to be paid by Institute (y)	Total Amount (x+y)	Service Charge of Service Provider in % and amount on (x)
1	Housekeeping	Semi-skilled	55	As per Directives issued from chief labour Commissioner, Government of India issued time to time.	Statutory Charges /applicable taxes as per Gol Rules		
2	Peon	Skilled	04				
3	Carpenter	Very Skilled	01				
4	Plumber	Very Skilled	01				
5	Supervisor	Very Skilled	02				
6	Cook	Very skilled	12				
7	Assistant Electrician	Very skilled	05				
8	Gardener	Semi-skilled	30				
9	Clerk-cum-Field Boy	Very-skilled	01				
10	Medical Assistant	Very-skilled	04				
11	Receptionist	Very-skilled	01				
12	Accounts Clerk	Very-skilled	01				
13	Audio Visual Assistant	Very-Skilled	01				
14	Administrative Staff	Very-skilled	02				

Total amount in Figures and Words: .....

Signature of the Tenderer with Firm's Seal and Contact Number