



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

(Web Site: www.iimkashipur.ac.in)



TENDER DOCUMENT

FOR SUPPLY OF MANPOWER FOR HOUSEKEEPING AND OTHER SERVICES

NOTICE INVITING TENDER (NIT) NO. IIMKASHIPUR/PUR DEPTT / NIT / 06 / 2020-21 DATED 03 JUL 2020

1. Bids in sealed cover are invited for rate contract under two bid system (Technical Bid placed as Annexure-I and Financial Bid placed as Annexure-II) from reputed experienced and financially sound parties listed in this NIT. Please super scribe the outer cover of the sealed bid as “SUPPLY OF MANPOWER FOR HOUSEKEEPING AND OTHER SERVICES”, NIT/06 dated 03 Jul 20 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: STORE AND PURCHASE OFFICER
 - b. Postal address for sending the Bids:

STORE AND PURCHASE OFFICER
INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR
KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR,
UTTARAKHAND (INDIA) PIN – 244713
Website: www.iimkashipur.ac.in
 - c. Name/Designation of the contact personnel: STORE AND PURCHASE OFFICER
 - d. Telephone numbers of the contact personnel: 91-7088270882, 7900444090 / 321
 - e. e-mail ids of contact personnel: purchase@iimkashipur.ac.in
 - f. Last date and time of submission of bid: 28 Jul 2020 at 1400 hrs. Any changes of the schedule will be notified on the Institute’s website.



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g. Date and time of opening of Technical Bid: 28 Jul 2020 at 15:00 hrs 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/Tender Fee:** 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. **Tender Value/Estimated Volume of Business** The bi-yearly total estimated cost/bid value/tender value of the NIT is approximately Rs. 4,00,00,000/- (Rupees Four Crore only).

5. **Issue of Tender:** The tender document can be downloaded from the Institute website - www.iimkashipur.ac.in. The tender cost is Rs. 2000/- (non-refundable) is to be rendered through a demand draft as cited above. Please note that Tender Fee is not exempted. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.

3. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box placed at Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above 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.

4. 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. IIM Kashipur reserves the right to reject all the applications without assigning any reasons whatsoever.

5. 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.

6. **Forwarding of Bids** – Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above and this should contain two separate envelopes of Technical Bid and Financial Bid, duly marked with the content on each. The Technical Bid should contain copy of NIT document duly signed and stamped on each page along with Annexure-I of the NIT supported by demand drafts (Tender Fees and EMD) as specified above and all the documentary proofs to establish eligibility and their potential of professional readiness for the services. Financial Bid envelope should contain Annexure-II of the NIT, duly filled and signed.



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- 7. 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.
- 8. 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.
- 9. 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.
- 10. Validity of Bids:** The Bids should remain valid till **90 days** from the last date of submission of the Bids.
- 11. Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **4,00,000/- (Rupees Four Lakhs 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"** payable at 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 EMD 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.
- 12. Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of DD/Banker's Cheque/Bank Guarantee deposit through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to **10 lakhs (Rupees Ten Lakh only) within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry contract.**
- 13. Payment Terms -** Payments will be made through ECS/ NEFT on monthly basis after submission of the ink- signed bills in duplicate for the rate contract done during the month. Taxes like GST etc. will be paid as per Govt. norms. No advance payment(s) will be made.



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14. Eligibility Criteria

- (a) The Contractor should have a legal status, whether it will be a registered Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well as have registration for tax liabilities GST/income tax along with the registration for PF, ESI and others statutory liabilities.
- (b) Average Annual turnover of the firm in three years should be greater than or equal to 1 Crore (Rupees One Crore) and the bidder must own its registered/branch office situated in the vicinity of Udham Singh Nagar, in the State of Uttarakhand and must possess property on its own name/ firm or possess solvency certificate on proprietary/ firm's name from nationalized bank at least of the value equivalent to Rs. 2 Crores (Rupees Two Crore). The bidder must have a toll-free contact number for rendering the services and the bidder's firm or its subsidiary with ISO certification shall be preferred. (Bidder are mandatorily to furnish relevant documents to support its sound financial status as part of bid submission. Institute will verify the documents submitted by bidder, if required).
- (c) The bidder must have at least three years' experience of providing similar type of services and should have supplied minimum total of 1000 manpower in that period to any of Central/State Government/PSUs. Documentary proofs for the services rendered with such Central/State/PSUs with duration of service shall be furnished indicating the number of manpower supplied. (Bidder to furnish relevant documents in support to establish eligibility as part of bid submission. Institute will verify the documents submitted by bidder, if required)
- (d) The bidder must have successfully executed similar services, over the last three years. (Bidder to furnish relevant documents in support to establish eligibility as part of bid submission. Institute will verify the documents submitted by bidder, if required).
- i) Three similar completed services costing not less than the amount equal to 60,00,000/- (Rupees Sixty Lakh) of the estimated yearly cost; Or
 - ii) Two similar completed services costing not less than the amount equal to 1,00,00,000/- (One Crore) of the estimated yearly cost; Or
 - iii) One similar completed service costing not less than the amount equal to 1,40,00,000/- (One Crore and Forty Lakh) of the estimated yearly cost.
- e) The Tender Fee is mandatory to be paid along with the bid. EMD is not required to be submitted by those MSE Bidders who are registered as Micro and Small Enterprises (**MSEs**) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. Exemptions, if any must be supported with legitimate documents.
- f) 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. The declaration to such state as incorporated in Technical Bid will be assumed for this purpose.



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15. General Terms and Conditions:

(a) The rate contract will be for two years starting from the date of awarding the contract. The cost of the Contract shall be valid for initial contract period. The initial contract will be for two years and will be extendable for one year on satisfactory performance and mutual consent of both the parties. Proposed date of commencement of the Work/Contract: **01 Aug 2020**.

(b) The wages of the outsourced manpower through will ascertained as per the minimum wages declared by the Govt for each category of skills. No price escalation, other than minimum wages revision, shall be entertained by the Institute during the period. In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Institute shall pay the Contractor the difference in wages from the amount mentioned in the contract on pro rata basis. The Total Price includes Minimum Wage, ESI, EPF, Admin Charge and GST on the mentioned components. Contractor will thus quote in the Financial Bid format over and above the following components as a Service Charge and Special Allowance, if any. Bids with zero charges and its derivatives will be treated as unresponsive.

(c) Escalation towards payment of salaries / wages of the employees shall not be accepted on any ground during the contract period. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Contractor will be entertained by the Institute. The contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Institute shall not have any liability whatsoever on this account. The contractor shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost. The contractor shall maintain all statutory registers under the Law and shall produce the same, on demand, to the institute or any other authority under Law. The contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

(d) Manpower so engaged by the contractor shall be trained for providing services. The police verification, character and antecedent's verification of the employees is the whole and sole responsibility of the Service Provider. The same may be verified by the Institute at the time of joining of the employees, if he/she so desires.

(e) In case the submission of monthly bills is delayed by the Contractor beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities would be borne by the respective contractor.

(f) The responsibility of effective and efficient delivery would rest with the contractor. Thus, the education qualifications and experience of the manpower deployed would be left to the subjugation of the contractor subject to them meeting the minimum qualifying criteria. The contractor would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the institute.



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- (g) The Institute shall not be under any obligation for providing empanelment to any of the personnel of the Service Provider after the expiry of the contract. The institute does not recognize any employee employer's relationship with any of the workers of the contractor.
- (h) The working hours and days of the outsourced employees will be as per the existing applicable rules of the institute. However, they have to work on holidays, if necessary and required based on demand of work as and when required by the Institute.
- (i) The contractor shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services remain valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the contractor to the institute on demand. The contractor shall nominate a coordinator as a point of contact to his office who shall be responsible for interaction with the institute so that optimal services of the persons deployed could be availed without any disruption.
- (j) 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 use 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.
- (k) 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 CAO.
- (l) 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.
- (m) The IIM Kashipur will not provide any residential space for accommodation to the deployed staff.
- (n) 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.
- (o) 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.
- (p) The agency shall not appoint any sub-agency to carry out any obligations under the contract or sub- let the contract.



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- (q) 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.
- (r) 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 premises.
- (s) No worker/Supervisor shall be allowed to perform continuous duty beyond one shift. 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.
- (t) The Agency shall have a proper system of checking the workers on duty especially at night, if deployed. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
- (u) 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.
- (v) 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) and Tender Fee.
 - 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
 - vi. Any effort by a bidder to influence the IIM Kashipur in the bid evaluation, bid evaluation, bid comparison or contract award decision.
- (w) 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 based on preferential potential and eligibilities.
- (x) The successful contractor should execute an agreement in the non-judicial stamp Rs. 100/- incorporating the various terms and conditions. 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. The decision of the Hon'ble Director of IIM Kashipur will be final in all respect and will be acceptable to all the tenderers.

16. **Schedule of Requirements:**

Contract for Human Resources Outsourcing on daily wages to Indian Institute of Management i.e. Supply of Skilled/Very Skilled/Semi-skilled/Unskilled Workers.



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SCOPE OF WORK:

The institute is functioning from the permanent campus (Kundeshwari) and Hostel No. 1 (Bajpur Road) which includes the areas like Academic Building /Administrative Block / Hostels / Dining hall / Complete Campus Lawns + Passageways + Car Parking Shades / Cleaning of all drains open/closed / Residential Apartments / Library / Commercial Complex.

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 staircases 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. The manpower requirement as being projected herein through this NIT is tentative and may vary from time to time or arise for other skill categories including security manpower, which will be expected to be catered by the contractor on similar terms and conditions as per the institute exigencies.

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.



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III Anticipated No. of Very Skilled/Semi-skilled/Very-skilled Workers required per day:

SI No.	Name of Building/ Location	Areas		Type of worker	Employee Category	No. of manpower per day
1	Academic Block	(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	House keeping	Semi-skilled	12
		Second Floor 2 Class room X 90 seater	G floor and 1st Floor -32 rooms each			
		Second Floor 12 rooms, Lab 6	Conference room 01, Common area			
2	Administrative Block	Hostel-rooms (4X24X5) 480 rooms, attached toilet, common area, area between towers of each		Housekeeping	Semi-skilled	29 (incl 03 reliever)
		Dining Hall Ground floor		Housekeeping	Semi-skilled	2
		Faculty residency for common area 30 houses		Housekeeping	Semi-skilled	3
		Main receiving station, sewage treatment plant, Water treatment plant, Heat ventilation and air conditioner		Housekeeping	Semi-skilled	1
		Road cleaning		Housekeeping	Semi-skilled	3
3	Hostel No 1+Auditorium			Housekeeping	Semi-skilled	3
4	Admin & Faculty block			Peon	Skilled	4
5	Office, Hostels and Guest Houses			Carpenter	Very skilled	1
				Plumber	Very skilled	1
				Supervisor	Very skilled	2
				Assistant Electrician	Very Skilled	5
6	Guest Houses			Housekeeping	Semi-skilled	2
7	Hostel + Guest Houses			Cook	Very Skilled	12
8	New Office + Hostel			Gardener	Semi-skilled	30
9	Administration			Clerk-cum-Field Boy	Very Skilled	1
				Medical Assistant	Very Skilled	4
				Receptionist	Very Skilled	1
				Accounts Clerk	Very Skilled	1
				AV Assistant	Very Skilled	1
				Administrative Staff	Very Skilled	2
Summary		Skilled – 04 + Semi-skilled- 85 + Very Skilled- 31 = Total – 120				

Note: This is only the estimated Manpower required for a particular month. The necessity of required manpower may be changed during a month. The payment will be made as per the actual Manpower supplied by the contractor during the month.



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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.

V. 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.
- c. Strict discipline must be observed by the workers.
- d. The labourers put in work must be properly dressed in uniform, as prescribed by the institute to distinguish them from other staff. The contractor is to provide minimum two sets of uniform including shoes to the manpower supplied (Summer & Winter). All necessary clothing kit required for performing the job is to be catered by the contractor. The colour and texture of the uniform may be decided mutually.
- e. The labourers must be provided with identity card with the Institute's concern.
- f. The Supervisor under whom the labourers work shall have to contact daily to 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 payment will be made after deducting necessary recoveries like income tax etc as per the prevailing government norms.
- i. Number of workers / labourers may increase / decrease as per institute exigencies.
- j. The cleanliness of the premises should be kept in spick and span conditions at all the times.
- k. The contractor should make his arrangements for collection of all required materials from institute store. Required cleaning materials for succeeding month must be collected on the last week of preceding month and kept ready in the sanitary store in consultation with the concerned official/dept of IIM Kashipur.
- l. If the contractor's performance is not satisfactory, the contract shall be terminated by giving three months' notice.
- m. 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 .
- n. 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



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Central Government and government policies from time to time. Payment to the labourers must be remitted to their respective bank account by before 7th of every month. Digital mode of payment must be encouraged.

- o. A certificate for wages paid to the labourers to be submitted to the institute.
- p. 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.

Report Format

SI No.	Task	Remarks
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 Administrative Officer

- (q) For non-adherence of terms & condition specified in tender document a penalty of up to Rs.5000/- per occasion will be levied after the approval of Director, IIM Kashipur. The decision of the Director IIM Kashipur in all cases shall be final in binding.

17. 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 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



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personnel, vehicles & equipment deployed in the campus until a new agency is appointed and commences the operation.

18. **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 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.

19. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -

- (i) The Seller is declared bankrupt or becomes insolvent.
- (ii) The Buyer has noticed that the Seller has sublet the contract.
- (iii) The buyers reserve the right to terminate the contract after giving three months' notice to the seller if the work carried out is not satisfactory.
- (iv) In the event or exigencies arising due to the death, infirmity, insolvency of the Contractor or for any other reason or circumstances, liabilities thereof the contract shall be borne by the following on such terms and conditions, as the Director, IIM Kashipur may further deem fit in public interest or revoke the contract, namely:
 - a. Legal heirs, in case of sole proprietor
 - b. Next partners, in the case of company of firm
 - c. Otherwise the Director or his nominee, IIM Kashipur shall reserve the right to settle the matter accordingly to the circumstances of the case, as he/she may think proper.



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- 20. Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:
- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the NIT, both technically and commercially.
 - b. The Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the NIT. The compliance of Bids would be determined based on the parameters specified in the NIT and financial evaluation in total.
 - c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Financial Bid on Annexure-II
 - d. The bidder should preferably sign Annexure-II of the NIT on the letter head of the firm. All the rates quoted should be inclusive of all taxes.
 - e. In case of first lowest is more than one, then it would be at the discretion of the IIM Kashipur to select the bidder based on preferential potential and eligibilities.

Date:

Signature of Authorized Person / Seal



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Annexure-I

(Refers to IIM Kashipur/NIT/06)

Technical Bid

1. Name of the Tenderer's Firm (Agency): -
2. Name of Proprietor/Director of the firm:.....
3. Office Address: -----

Telephone No. Mobile No.
 Fax No..... Email id

Bank Account detail – Type -....., Name.....
 A/C No., IFSC..... Bank Name:

4. **Name of Work:** Supply of Very Skilled/Semi-skilled/Skilled workers on contract at Indian Institute of Management Kashipur.
5. Copy of NIT document duly signed on each page and all the documents as per the eligibility criteria along with the DDs of tender fee and EMD deposit are to be attached with this technical bid format. Exemptions, if any must be supported with legitimate documents.
6. Turnover during the last three FYs. Please attach legitimate proof of turnover.

Year	Turnover in Rupees

7. Tender Fee DD No. _____ Bank _____ Date _____
8. EMD DD No. _____ Bank _____ Date _____

9. Detail of experience in Central Govt/State Govt/Public Sector Undertakings 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

Note- Technical Evaluation will strictly be done based on eligibility conditions and terms and conditions of the NIT.

- i) The General Terms and Conditions are part of the Tender and to be strictly adhered to. Violation of any condition shall be treated as breach of contract.
- ii) 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 and supporting documents are to be signed by the bidder.



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- iii) Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation 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 in the Financial Bid.
- iii. I/We hereby undertake that the firm has not been blacklisted by any government department/PSU and no criminal case is pending against the firm.

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



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ANNEXURE-II

(Refers to IIM Kashipur/NIT/06)

FINANCIAL BID

Name of the Tenderer Firm: _____

Sl. No.	Type of worker / Category	Employee Category	Estimated No. of manpower engaged per day	Daily Wages / Rate	Other charges to be paid by Institute	Service Charges of Service Provider in % (In figures and words both)
1	Housekeeping	Semi-skilled	55	As per directives issued from Chief Labour Commissioner, Govt of India from time to time	Statuary Charges / applicable taxes as per GoI 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	Asst Electrician	Very skilled	05			
8	Gardener	Semi-skilled	30			
9	Clerk-cum-Field Boy	Very skilled	01			
10	Med 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			

Note: This is only the estimated Manpower required for a particular month. The necessity of required manpower may be changed during a month. The payment will be made as per the actual Manpower supplied by the contractor during the month.

Declaration by the Tenderer: 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.

Signature of the Tenderer / Firm's Seal