

(An Institute of National Importance, Ministry of Education (Shiksha Mantralaya), Government of India)
Trichy - Pudukkottai Main Road, Tiruchirappalli-620 024 (TN)
Phone: 0431-2505121/5122 | email: purchase@iimtrichy.ac.in

NOTICE INVITING TENDER FOR PROVIDING MANPOWER SERVICES TO TIRUCHIRAPPALLI AND CHENNAI CAMPUSES OF IIM TIRUCHIRAPPALLI

Tender No. 23SP097T dated: 20.06.2023

Details	Date	Time	Venue	
Name of Work/ Service "Tender for Providing Manpower Services to Tiruchirappalli and Chennai Campuses of IIM Tiruchirappalli"				
Date of issue of Tender Document	20.06.2023	17.30 Hrs. onwards	-	
Pre-bid Meeting	27.06.2023	11.00 Hrs.	Deans Office Meeting Room, IIM Tiruchirappalli	
Last date of Submission of Tenders	12.07.2023	17.00 Hrs.	-	
Opening of Technical Bid (<i>Tentative</i>)	13.07.2023	11.00 Hrs.	-	
Opening of Price Bid		7	o be informed later	
Tender Document			e downloaded from the IIM Tiruchirappalli v.ac.in/tender-published	
EMD Amount	EMD Amount of Rs. 12,50,000/- (Twelve Lakh Fifty Thousand Rupees) to be remitted in the below IIM Tiruchirappalli Bank Account through online mode. Bank Account Details Name of the Beneficiary: IIM Tiruchirappalli Bank Name: State Bank of India			
SB A/c. No: 32170808935 IFSC Code: SBIN0071187 Copies of payment transaction receipt for EMD have to be attached with the application form, without which the bid won't be considered. The payment of EMD is exempted for MSME Bidders. Bidder claiming exemption should attach necessary document proof should be attached with tender document. Rs. 25,00,000/- (Twenty-Five Lakh Rupees Only) to be remitted by the successful Bidder to IIM Tiruchirappalli as SD. The SD amount will have to be successful Bidder to IIM Tiruchirappalli within seven days along with the letter of acceptance from the receipt of the Purchase Order, failing which the Purchase				
Address for submission of Tender Mode of Submission of Tender	Order will stand cancelled. The Chief Administrative Officer (i/c) Indian Institute of Management Tiruchirappalli Trichy - Pudukkottai Main Road Chinna Sooriyur Village, Trichy - 620 024. Speed Post/Registered Post/Courier or Hand delivery – during office hours (9.30 to 17.00 Hrs.) only (To be submitted at Dispatch Section of IIM Tiruchirappalli @ Administrative Wing – 2nd Floor and obtain acknowledgement)			



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NOTICE INVITING TENDER

Over View

Indian Institute of Management Tiruchirappalli (IIMT), an Institute of National Importance, established by the Ministry of Education (Shiksha Mantralaya), Govt. of India. More details about IIMT are available on our website www.iimtrichy.ac.in. The Chennai Campus of IIMT is located at No.45, First Floor, Ramaniyam Siddarth Building, North phase, Thiruvika Industrial Estate, Ekkatuthangal, Chennai-32.

IIM Tiruchirappalli invites sealed Tenders from the reputed Manpower providing Companies for the following service:

Service Description	Estimated Annual Value of the Tender (excluding GST)	Interest-free Performance Security Deposit
Providing Manpower Services to Tiruchirappalli and Chennai Campuses of IIM Tiruchirappalli	Rs. 2,50,00,000/-	Rs. 25,00,000/-

PERIOD OF CONTRACT

The selected Service Provider shall provide Manpower Services for a period of *one year*. However, the contract shall be extended for a further period of up to *three more years* on a yearly basis if the services provided by the Agency is found to be satisfactory, on the same terms and conditions and at the sole discretion of the Institute. The commencement date of the contract will be reflected in the Work Order, which will be issued to the selected Bidder.

BROAD SCOPE OF WORK

- 1. To provide Unskilled / Semi-skilled / Skilled / Highly skilled manpower services to Tiruchirappalli and Chennai Campuses of IIM Tiruchirappalli on the outsourcing basis depending upon IIM Tiruchirappalli requirements from time to time as per the terms & conditions mentioned in this tender document.
- 2. Category Wise Indicative Manpower requirements, as of now, are as under;

Table 1			
Tiruchirappalli Campus		Chennai Campus	
Un-skilled	1	1	
Semi-Skilled	15	1	
Skilled	33	2	
Highly Skilled	13	0	
Total	62	4	

The above requirement is only tentative and may vary depending upon the volume of work, functional requirements etc. Any additional requirement/variation of manpower including qualifications shall be communicated to the Service Provider at the sole discretion of IIM Tiruchirappalli which will be final and binding as and when the need arises during the period of contract.

Note: The Service Provider should provide a reliever as and when required by the institute.



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3. The estimated requirement, along with qualitative requirements, are provided in the belowmentioned table:

mentioned table;	Table 2			
QUALIFICATION AND EXPERIENCE PRESCRIBED FOR VARIOUS MANPOWER				
SERVICES ON THE OUTSOURCING BASIS AT IIM TIRUCHIRAPPALLI				
Categories	Eligibility			
UN-SKILLED:	Engionity			
Office Peon, Peon, Attendant,				
Helper, Attender, any other				
Categories by whatever name	Preferable 8 th Standard Pass (one year of relevant experience			
called, which are of un-skilled in	is desirable).			
nature as decided by				
administration department.				
	Minimum 8th Standard Pass. Having worked as an unskilled			
	person for seven years in any Government or Private			
SEMI-SKILLED:	Organization.			
Senior Office Attendant,	(or)			
Supervisor or any other semi-	A Person should be at least 10th Passed and have the			
skilled worker, any other	knowledge to read and write Hindi/English with 5 Years'			
Categories by whatever name	experience in Government or private organization.			
called, which are of semi-skilled	(or)			
in nature as decided by the	Minimum 12th Standard Pass. Certificate of Vocational			
administration department.	training/ license (for the technical job) wherever applicable.			
	Having worked as an unskilled person for three years in any			
	Government or Private Organization.			
SKILLED:	Technical Assistant Grade – II (IT Dept.): Diploma			
	(CS/CT/IT/ECE/Electronics)/BCA/B.Sc.(CS/IT/ECE/Electr			
Driver, Electrician, Plumber,	onics) or other relevant higher degree having a Minimum of			
Electrician (Assistant), Shift-in-	two years' experience in a similar field.			
charge, Dispensary Attendant,	Certification:			
Work (Assistant), Carpenter,	a) MCP / CCNA is Preferable for Hardware, Desktop and Network Support.			
Distemper, Electrician,	b) Java/.Net/PHP Certification is Preferable for Software			
Electrician (Grade II, Class II and	and Web Support.			
Class III), Mason (Selection Grade, Grade II, III and Class B	Technical Assistant (Estate Maintenance II): Civil/			
Mistry), Pump Operator/Driver,	Electrical (Minimum B License is mandatory and C License			
Mechanic/ Machinist, Accounts	Holder Preferable) or Any other technical cadre:			
Clerk, Clerks, Store Attendant,	ITI in a related field with five years' experience in the			
Typist and other categories by	relevant field in Government or Private organization.			
whatever name called which are	(or)			
of clerical nature, M. C. Clerk,	Diploma in Engineering or other relevant higher degree in a			
	2 -p-10-ma in Engineering of outer following inglief degree in d			



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Store Keeper Grade I, Grade II, (Matriculate), any other

Categories by whatever name called, which are of skilled in nature as decided by administration department.

related field with 2 years' relevant experience in Government or Private organization.

Technical Assistant (Estate Maintenance II):

Plumber/Carpenter/Fitter/Mechanic/Pump Operator or Any other technical cadre:

12th Std. with seven years' experience in the relevant field in Government or Private organization.

(or

ITI or other relevant higher diploma/degree in a related field with five years' experience in the relevant field in Government or Private organization.

Driver:

Minimum 10th Standard pass from any recognized Board having ten years' driving experience with a valid HMV driving license. Conversant with Tamil and English/Hindi.

(or

Minimum 12th Standard pass from any recognized Board having six years' driving experience with valid HMV driving license. Conversant with Tamil and English/Hindi.

Clerical Assistant Grade - II:

Minimum Graduate from any recognized university with proficiency in computer skills (E.g. MS Office/Internet etc.) and should have fluency in English (Read, Write and Speak). Should have a minimum typing speed of 35 w.p.m.

Account Assistant:

Minimum Graduate (B. Com or Equivalent) from any recognized university with proficiency in computer skills (E.g. Tally/MS Office/Internet etc.) and should have fluency in English (Read, Write and Speak). Should have a minimum typing speed of 35 w.p.m.

Junior Library Assistant:

Minimum Graduation/Post Graduation in BLIS/MLIS or Equivalent from any recognized university with proficiency in computer skills (E.g. MS Office/Internet etc.) and should have fluency in English (Read, Write and Speak).

Nursing Assistant:

Diploma in Nursing or Equivalent with two years' experience and Should have a valid registration number from a respective state Nurses and Midwives Council.



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Clerical Assistant Grade I:

Minimum Post Graduate in relevant field or equivalent from any recognized university having a minimum of five years' experience in the relevant field in Government or private organization. He / She should have proficiency in computer skills (E.g. Tally/MS Office/Internet etc.) and fluency in English (Read, Write and Speak). Should have a minimum typing speed of 35 w.p.m.

(or)

Minimum Graduate in relevant field or equivalent from any recognized university having minimum eight years' experience in the relevant field in Government or private organization. He / She should have proficiency in computer skills (E.g. Tally/MS Office/Internet etc.) and fluency in English (Read, Write and Speak). Should have a minimum typing speed of 35 w.p.m.

Nursing Assistant Grade I:

B.Sc. Nursing or Equivalent with two years' experience and Should have a valid registration number from a respective state Nurses and Midwives Council.

<u>Technical Assistant Grade I (IT Dept.)</u>: B.E/B.Tech in IT/CSE/ECE/Electronics, M.Sc.(CS/IT/ECE/Electronics) or MCA having a Minimum 3 years' experience in a related field in public/private/central/state government offices/ Institute out of which one-year post certification experience is mandatory.

Certification –

- a) MCSE / CCNA / RHCE / BCNE / Fortinet NSE: Any one of these certifications is Mandatory for Servers and Network Support. CCNP Certification is Preferable.
- b) Java/.Net/PHP: Any one of these certifications is Mandatory for Software and Web related works.

(or)

Diploma in IT/CSE/ECE/Electronics/B.Sc. (IT/CS/ECE) having six years' experience in a related field in public/private/central/state government offices/Institute, out of which one-year post certification experience is mandatory.

Certification:

a) MCSE / CCNA / Fortinet certification is Mandatory for Hardware and Network Support. CCNP Certification is

Highly Skilled:

Work (Assistant) Grade I, any other Categories by whatever name called, which are of Highly Skilled in nature as decided by administration department.



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Preferable.

b) Java/.Net/PHP Certification is Mandatory for Software Related.

Technical Assistant Grade I (Civil):

B.E in Civil having four years' experience in related field in public/private/central/state government offices/Institute. Hands-on experience in the relevant field is preferable.

(or)

Diploma in Civil having six years' experience in related field in public/private/central/state government offices/Institute. Hands-on experience in the relevant field is preferable.

Technical Assistant Grade I (Electrical):

B.E in Electrical or equivalent having three years' experience in related field in public/private/central/state government offices/Institute.

License – Minimum C License is Mandatory for Electrical (or)

Diploma in Electrical or equivalent having six years' experience in related field in public/private/central/state government offices/Institute.

License – Minimum C License is Mandatory for Electrical.

Garden Supervisor:

Graduate in B.Sc. Horticulture/Agriculture with three years' experience in Horticulture cum garden work.

or

Diploma in Horticulture/Agriculture with five years' experience in Horticulture cum garden work

The above requirement of the manpower is tentative as per the initial requirement. The Institute reserves the right to change the total number (can increase/decrease) of outsourced manpower and its mix at any point during the contract period. Also, it may change the designation as per the actual requirement in the respective category at the time of signing of the contract and / or anytime thereafter.

4. Qualification and Experience Criteria as prescribed in *Table 2*: In case suitable candidates are not found, and if the Institute is of the opinion that the supplier has made adequate efforts, the qualifications and experience criteria may be relaxed at the discretion of the IIM Tiruchirappalli for workers having prior work experience in similar roles at IIMs or IITs/NITs or any other reputed Institutions either directly or through any manpower service provider. Certification (preferable & mandatory) acquired by the candidates related to their profile shall be revised from time to time as per the requirement of the Institute.



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5. Working Hours

Tiruchirappalli Campus	Chennai Campus
a) General Shift: 09.00 am to 5.30 pm	a) 2 pm to 10 pm on Monday to Thursday.
b) Work (8 Hrs.) will be allotted on a shift	b) 9 am to 10 pm on Friday to Sunday.
basis based on the institute's requirement for outsourcing manpower.	c) Shift roster will be prepared and the outsourced employees will be assigned
c) Job Description will be decided by the Institute on a need basis.	by Officer-in-Charge, Chennai Campus/ PGPBM Office, based on the requirement of the Institute.

- 6. The Manpower should be provided as per the requirements of the Institute. The service provider has to make arrangements adhering to regular wages and working hours as per statutory provisions.
- 7. Cleaning Materials for Chennai Campus of IIM Tiruchirappalli: The service provider shall provide the cleaning materials on the reimbursable basis as per the monthly requirement provided by the officer in charge of the Chennai Campus within the limit of Rs. 7,500/- per month exclusive of GST.

Eligibility Conditions for Bidders

The tendering Agency must fulfill the conditions mentioned in the succeeding paras in order to be eligible for technical evaluation of the Bid.

- 1. The Bidder (s) should be registered with and Goods and Services Tax council for the purpose of Goods & Service Tax (GST). A copy of the GST registration certificate has to be submitted with the tender document. A copy of the GST Registration Certificate, PAN and Bank account details should be submitted along with the Technical Bid. The names appearing on all these documents and the tender document should be the same or linked.
- The bidder(s) should be registered as Company under the Indian Companies Act 1956/2013 and should be in existence for not less than three years as on 31st May 2023. Copy of Certificate of Incorporation should be attached.
- 3. Bidder(s) should have at least three years' experience in the business of providing outsourced Manpower in Clerical/IT/Estate Maintenance as on 31st May 2023. (Relevant documentary proof must be submitted with technical Bid).
- 4. The bidder(s) should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities, including under the Contract Labour Regulation and Abolition Act. Copy of relevant registration certificates are to be attached.
- 5. Similar work shall mean, Supply of Manpower Services in Clerical/IT/Estate Maintenance to the Central/State Government Organizations and reputed Private Organizations.



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6. Copy(ies) of work order(s) showing that the firm has executed the similar work(s) in the last three years (*from 01*st *June 2020 to 31*st *May 2023*) and details of current works on hand and other contractual commitments shall be provided by the Bidder as on 31st May 2023 as detailed below;

At least one similar work of 80% of the estimated cost [Order copy to be enclosed]

OR

At least two similar works of 60% of the estimated cost each [Order copy to be enclosed]

OR

At least three similar works of 40% of the estimated cost each. [Order copy to be enclosed] Note:

- 1) The Service Contract will not be considered as the Supply of Manpower.
- 2) Work order Evaluation will be calculated proportionately. For example,
 - a. If Bidder(s) received work order for similar kind of work on 01st April 2023 means work order value will be calculated proportionately for only 2 months up to 31st May 2023.
 - b. If Bidder(s) received work order for similar kind of work before 01st June 2020 and that contract period extends after 01st June 2020, means work order value will be determined proportionately from 01st June 2020 to 31st May 2023.

The bidders should be able to provide supporting evidence, such as a copy of the work orders and testimonials/completion certificates from clients related to the supply of manpower services in the relevant field to be submitted. Performance Certificates from past clients of equivalent order sized (issued in the last three years) need to be attached with the Tender document.

- 7. The Bidder should Submit the Performance Certificate for all the attached Work Orders and the Valid License under Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 from the competent authority should be attached along with all the attached Work Order(s). The Work Order(s) without valid CLRA License and Performance Certificate will not be considered for evaluation.
- 8. The average annual turnover of the bidder(s) should be at least **Rs. 25** Crores during the last three financial years from 2019-20 to 2021-22 in the relevant field of manpower services covered by this tender. Copies of duly audited Balance Sheet with Profit & Loss accounts are to be submitted as per **Annexure-I** (Technical Bid). The year in which no turnover is shown would also be considered for working out the average.
- 9. Bidders should be regular in filing Income-Tax returns. A copy of the acknowledgement of Income-tax returns for the last three financial years (2019-20 to 2021-22) should be submitted along with the Technical Bid.
- 10. The bidder should provide a solvency certificate from their bankers for an amount not less than Rs.50,00,000/. The certificate shall not be older than 30 days as on the date of submission of bids.



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11. The Bidder should have proper office setup in Tiruchirappalli for operational convenience. He also should be able to take care of the requirement at Chennai Campus. Proof for having the Offices in Tiruchirappalli along with organogram should be submitted. Institute officials will visit the Trichy office and if no proper office setup is found, the bid submitted by the bidder will be disqualified.

List of Acceptable Documents: (as on Date of Publishing Tender)

- a) Latest Telephone Bill/ Professional Tax Payment Slip/ Rent Deed registered with the Rent Authority in the Name of the Bidder under the The Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act 2017.
- b) If any other valid address proof other than the above mentioned needs to be submitted along with Electricity Bill (Past 6 Months) for proving it as Commercial Place)
- 12. The bidders should not be blacklisted by any department of the Government of India or any State Government and Private organization in the past. There should not be any criminal case registered against the bidding firm or its owners/partners anywhere in India and the Bidder should give a self-declaration certificate for acceptance of all terms & conditions of tender documents. An undertaking to this effect in the Company letterhead duly signed by the owner/partner or both to be enclosed, as per Annexure-III.

Instructions to Bidders

1. Downloading of Tender Document:

Tender Documents are to be downloaded from the Institute's website https://www.iimtrichy.ac.in/tender-published.

2. Earnest Money Deposit:

- a) The Bidder(s) should remit an Earnest Money Deposit (EMD) of Rs. 12,50,000/- (Rupees Twelve Lakh and Fifty Thousand only) at the bank account mentioned in *Page 1*. A copy of the payment transaction receipt has to be attached with the Tender application form, without which the bid will not be considered for the bidding process.
- b) The EMD of the successful bidder will be adjusted against the interest-free security deposit.
- c) The EMD of the unsuccessful bidders will be released after the finalization of the tender. No interest is payable on the Earnest Money Deposit (EMD).
- d) Micro and Small Enterprises (MSEs) firms as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) for all these items only, are exempted from EMD. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect.



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e) The bidders who seek exemption from EMD as per the clause above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract, and they fail to sign the contract or submit performance security before the deadline defined in the bid document, and they will be suspended for the period of Two years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

3. Relationship Certificate:

- a) The Bidder should give a certificate that none of their near relatives is working in the units as defined below where he is going to apply for the Tender by all the Directors of the Company. Due to any breach of these conditions by the Company or firm or any other person, the Tender will be cancelled, and Bid Security will be forfeited at any stage whenever it is noticed, and IIM Tiruchirappalli will not pay any damage to the Company or firm or the concerned person.
- b) The Company or firm or the person will also be debarred for further participation in the concerned unit.
- c) The near relatives for this purpose are defined as follows: -
 - Members of a Hindu undivided family,
 - Spouse,
 - The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- d) The Relationship Certificate (Annexure-III) needs to be placed in the Technical bid.

4. Amendment to Bid Document

- a) At any time prior to the date of submission of bids, IIM Tiruchirappalli shall modify the bid document with amendments on its own.
- b) Such amendments shall be notified on IIM Tiruchirappalli website only and these amendments will be binding on all prospective bidders.
- c) The Institute may at its own discretion extend the last date for the receipt of bids.
- d) IIM Tiruchirappalli reserves the right to cancel the tender without assigning any reason at any stages of evaluation before finalization.
- e) IIM Tiruchirappalli also reserves the right to, at any time and in its absolute discretion the following:
 - i. Accept or reject all bids.
 - ii. To obtain further clarification or supporting documents during the technical bid evaluation.
 - iii. To suspend, discontinue, modify and/or terminate the Tendering process at any time.



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- iv. To reject any unreasonable bid.
- v. To modify/change/delete/add any further terms and conditions prior to opening of Price Bid.

5. Conditional Bids:

Conditional bids or Bids based on the process / basic schemes other than mentioned and/or not conforming to the technical specifications/requirements of the Bidding documents will not be considered.

6. Technical Bids Criteria:

- a) The technical Bid shall contain all the relevant information which forms part of the technical Bid. The information provided in the technical Bid will be used for understanding and assessing/evaluating the quality of the solution being proposed by the Bidder.
- b) All the information should be organized in logically structured form and attached as a technical Bid with an index. Bidders should comply with the scope of work, eligibility criteria and technical requirements. The detailed formats are available in <u>Annexure-I</u>. The Bidder is to complete the same in all respect and submit accordingly. No deviations are acceptable in *Annexure-I*.

7. Price Bid Criteria:

- a) The Price bid would consist of the following two components;
 - i. **Service Charge in Percentage (without taxes)** to be charged on the total monthly wage bill for the manpower to be deployed by the successful bidder to IIM Tiruchirappalli.
 - ii. The Bidder(s) should quote the percentage of service charges between the range of 3% to 5%, the minimum and maximum of the rates of service charges respectively. Any bidder quoting less than the minimum of 3% and more than the maximum of 5% shall be rejected even if the bidder gets qualified in the technical bid stage.
 - iii. **The cost of uniforms and related items,** for the selected categories of manpower as per the estimated detail given in the below table for each year.

Details of Uniform Requirement			
Category of Worker	Uniform required for tentative number of workers	Two number of uniform required for each year	One number of item required for each
Estate Maintenance	15	Uniform (Cotton T-shirt with logo of Service Provider) (Levi's/Nike/Calvin Klein/Puma/Adidas)	Safety Shoes with two pairs of Cotton Socks

iv. The institute would reimburse an amount of Rs. 2,500/- (excluding GST and including all other charges) towards the cost of uniform & safety Shoes requirement as above per position per year on production of relevant bills. Under any circumstances, no advance will be paid by the Institute. The Service Provider should not collect any



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amount from the deployed personnel. Under any circumstances, no advance will be paid by the Institute.

b) Wages / Remuneration for deployed outsourced staff will be paid taking into account of the following components:

Types of	Wages /	EPF & ESI &	Agency Service Charge
Manpower	Remuneration	Bonus	(in Percentage)
Un-skilled, Semi- Skilled, Skilled & Highly Skilled	To be decided by IIM Tiruchirappalli	As per prevailing Rule	

Note:

- GST to be paid extra as applicable.
- Wages/Remuneration will be decided by IIM Tiruchirappalli based on the nature of work and professional requirement of the Institute.
- The Bidder(s) should quote only percentage of the Service Charge for Manpower Services in Price Bid.
- The wages payable to the employees will be revised on the discretion of IIM Tiruchirappalli and also based on the revision of Minimum Wages/VDA as notified by Government of India from time to time, wherever applicable.
- Payment to the manpower Service Provider will be made as per actual deployment based on requirement and working days of IIM Tiruchirappalli.
- If a firm/agency quotes NIL or negative charges / consideration, the bid shall be treated as unresponsive and not be considered even after fulfilment of other technical qualifications by such bidders.
- If the % service charge quoted by a bidder is outside the given range, the tender shall be rejected.
- The Percentage quoted by the tendering service provider should be inclusive of all liabilities under Statutory/taxation provisions (other than ESI/EPF/Bonus as indicated above) in force at the time of entering in to contract, but excluding GST.
- c) The priced BoQ should be submitted strictly as per the format attached in <u>Annexure-II</u>, failing which the offer will be rejected (changing the format of BoQ) will not be acceptable and bids indicating rates anywhere else will be rejected.
- d) The percentage of service charge to be quoted by the bidder shall include all other expenses like overhead, profit and any additional expense, including all taxes, except GST, till the completion of work and shall not be subjected to any escalation. No claim on this account whatsoever shall



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be entertained at any stage, including the extended period, if any. IIM Tiruchirappalli shall pay the GST separately, as per the invoice.

- e) The tender must be submitted with the rates for all the item(s) of the services involved, and any incomplete tender will not be considered.
- f) Arithmetical errors, if any, shall be rectified on the following basis. If there is a discrepancy between the unit price and total price, then the unit price shall prevail, and the Institute shall correct the total price. If the Bidder does not accept the correction of the errors, the Bid shall be rejected.

8. Award of Contract:

The Institute shall consider placing Work Order to the Lowest Quoted (L1) bidder, whose offers have been found technically and financially acceptable. The Institute reserves the right to negotiate the price(s) with the L1 bidder, who has quoted the lowest in the Price Bid if required.

9. Resolution on Tie Cases:

If more than one bidder quotes the same rate, the bidder who obtained highest marks in Technical Evaluation as mentioned in Stage 2 of the *Tender Evaluation Process* will be considered as L1.

If more than one bidder obtains the same marks in Stage 2 of the <u>Tender Evaluation Process</u>, the bidder with highest Average Annual Turn Over during the last three financial years (2019-2020, 2020-2021, and 2021-2022) will be considered as L1.

10. Validity of Bids and Rates:

- a) All the quoted rates would be valid until the completion of the contract. No escalation of price whatsoever would be allowed during the currency of the contract, including an extended period if any.
- b) The quote shall remain valid and open for acceptance for a period of 90 days from the date of opening the price bid.

Procedure for Submission of Bids

- a) The tender document should be downloaded from the IIM Tiruchirappalli website https://www.iimtrichy.ac.in/tender-published.
- b) The Bidder needs to fill, sign and seal the required bid documents as indicated in the tender document.
- c) The Bidder should submit the Bid in *two parts* viz. *Technical Bid* and *Price Bid*. Technical Bid along with required documents, should be attached in Cover-One. *Price Bid as per Annexure-II* only should be submitted in Cover-Two.
- d) The Techincal Bid documents should be spiral bound with Index. Technical Bid Document and Resolution on Tie Cases need to be spiral bound separately and kept in a Technical Bid Cover.



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- e) All the pages of the tender document being submitted must be sealed and signed as per the procedures and requirements stipulated herein.
- f) The Bidder (s) shall not make any changes or amendments in the tender document as published in the IIM Tiruchirappalli website.
- g) All correspondence and documents relating to the Tender shall be written in English.
- h) No addition or alteration should be made in the tender document.
- i) The tender document should be filled in legible handwriting/printing/typing without ambiguity.
- j) If any correction is necessary in the information provided by the Bidder, the same should be made after scoring out the old entry. In any case, there should not be any overwriting. All the corrections should be attested with the full signature of the Bidder with date.
- k) It is construed that the Bidder has read all the terms and conditions before submitting their offer. Self-Declaration as given in <u>Annexure-III</u> to the effect of stating that all the terms and conditions of the Tender have been read and abided by the tenderer shall be furnished.
- 1) Bidder should take into account the corrigendum/Addendum published from time to time before submitting the bids.
- m) The bidders are cautioned that furnishing of incomplete/ambiguous information, suppression of facts and any alteration of the prescribed tender format will entail outright rejection of the bid application.
- n) Bidders should note that they should submit their price bids in the prescribed format given by IIM Tiruchirappalli, and no other format is acceptable.

1. Bid Submission:

Since this tender is based on two bid system, the bids (complete in all respect) must be submitted in *Two Separate Sealed Envelopes* as explained below:

a. Technical Bid – (Cover 1):

The following documents are to be attached by the Bidders along with Technical Bid as per the tender document;

- i. Profile of the Bidder as per Annexure-I.
- ii. Proof of EMD paid receipt or MSME/NSIC Certificate.
- iii. Near Relative Certificate, Declaration and Application form as per Annexure III.
- iv. Copy of PAN and GST Registration.
- v. Copy of Certificate of Incorporation under Indian Companies Act 1956/2013.



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- vi. Registration Certification under Employees State Insurance Corporation Act (ESI) Act along with a copy of latest remittance made by your agency/ firm/ company.
- vii. Registration Certification under Employees Provident Fund (EPF) Act along with a copy of the latest remittance made by your agency/ firm/ company towards EPF.
- viii. Copy of work orders, testimonials/completion/performance certificates from the present and past clients of equivalent order sized (*received in the last three years as on 31st May 2023*) with verifiable contacts need to be attached with the Tender document.
- ix. Performance Certificates and CLRA Licenses for all the attached Work Orders.
- x. A copy of the acknowledgement of Income tax returns filed and audited accounts statement for the last Three financial years (2019-2020 to 2021-2022).
- xi. A separate spiral bound Documents for Resolution of Tie Cases.
- xii. Duly Signed Tender document and it's all annexures.
- xiii. All other documents mentioned in the tender document and its Corrigendum (If any), except the Price Bid document.

The Technical Bid Cover with the aforementioned required enclosures should be in sealed condition and SUPERSCRIBED with the following text: "Technical Bid for Providing Manpower Services to Tiruchirappalli and Chennai Campuses of IIM Tiruchirappalli".

b. Price Bid - (Cover 2)

The price must be quoted as per the format specified for all the items, failing which the tender shall be rejected.

Duly filled Price Bid as per *Annexure-II* alone should be put in a separate cover and the cover should be in sealed condition. This envelope should be SUPERSCRIBED with the following text: "*Price Bid for Providing Manpower Services to Tiruchirappalli and Chennai Campuses of IIM Tiruchirappalli*".

c. Master Envelope

The two inner envelopes A & B should be placed in the Sealed Master Envelope which should be super scribed as "*Tender for Providing Manpower Services to Tiruchirappalli and Chennai Campuses of IIM Tiruchirappalli*" and must reach us by Registered Post/Speed Post/Courier/hand delivery before the deadline.

If the two inner envelopes A & B and the one outer envelope (i.e., larger envelope) are not marked as instructed, the bid will be rejected, and IIM Tiruchirappalli will assume no responsibility for misplacement of the envelopes, if any. Any unsealed bid will be rejected.



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Pre-Bid Meeting:

A Pre-Bid Meeting with the intending bidders will be conducted in person at Deans Office Meeting Room, Administrative Block, IIM Tiruchirappalli on 27.06.2023 at 11.00 Hrs. to clarify doubts that shall arise before submitting the bids.

If the bidders, who are unable to visit IIM Tiruchirappalli in person to attend the pre-bid meeting, can join the meeting through virtual mode. Zoom link for joining the pre-bid meeting will be available on the Tender page of our Institute's website on 26.06.2023.

The bidders need to send the scanned copy of the letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in before 17.00 Hrs., on 26.06.2023 to attend the Pre-bid meeting as per the format enclosed vide Annexure-IV without which the firm will not be allowed to participate in the Pre-bid Meeting.

The Bidders are requested to mail their doubts/queries to <u>purchase@iimtrichy.ac.in</u> before the pre-bid meeting, i.e. by *17.00 hrs.*, *26.06.2023*, to enable us to clarify the doubts in the pre-bid meeting itself.

Opening of Technical Bid:

The Technical bid will be opened by the Tender Opening Committee on 13.07.2023 at 11.00 Hrs. in the presence of the bidders or their authorized representatives through physical mode. A maximum of two representatives per bidder shall be authorized and permitted to attend the bid opening. Bidders / Representatives have to send the scanned copy of letter of authorization from their firm to purchase@iimtrichy.ac.in before attending the Opening of Master envelope & Technical bid meeting on the given date (to be informed later) in the opening of Technical Bid as per the format enclosed vide Annexure -IV.

Note: The Bidder or his respresentative should come in person to attend the Tender Opening along with their Company ID Card and Government issued ID Proofs. The committee will verify the Documents in the presence of the bidders and seek clarifications.

Tender Evaluation Process

The Bidder would be selected based on ranking and evaluation of Technical and Price Bids by the Evaluation Committee formed by the Institute, and the Committee's decision would be final and binding. The process of selection of the successful Bidder would be determined as under: -

Stage 1: Document verification – To verify the document submitted by the bidders. The qualified bidders in Stage-1 shall be invited to make a presentation in person to the Evaluation Committee of IIM Tiruchirappalli. The Bidders meeting all the basic eligibility conditions mentioned in this tender document will only be considered to make the presentation to the Evaluation Committee.



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Stage 2: Technical Evaluation — Those qualified in Stage-1 shall be invited to make a presentation to the Evaluation Committee in the Deans' Office Meeting of IIM Tiruchirappalli. Bidders / Representatives have to send the scanned copy of letter of authorization from their firm (or firms they are representing) to purchase@iimtrichy.ac.in to participate in the presentation as per the format enclosed vide Annexure-IV. The Committee will assess the firm as per criteria mentioned in the technical bid. The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of solution being proposed by the Bidder.

Technical evaluation of the Bidder will depend on the information provided herein and the presentation to the committee members. Technical bid score, out of 100, will be arrived based on the following Parameters:

Sl.	e following Parameters:			Maximum
	Items			
No				Marks
	Financial Soundness / Turnover (Average turnover in the last three years,			
	as reported in the audited financial stat		*	
	a. Between Rs. 25.00 - 30.00 Cro		ks;	
1	b. Rs.30.01 to 60.00 Crores = 4 m	ŕ		14
	c. Rs.60.01 to 90.00 Crores = 8 m	ŕ		
	d. Rs.90.01 to 120.00 Crores = 12	<i>'</i>		
	e. above Rs.120.01 crores=14 ma	rks;		
	The agency's experience in pro-	viding ma	inpower services to	
	Central/State Govt. organizations / P	Private Org	anization (Cumulative	
	work order for past 5 years):			
	Institutes of National Importance (IIM	s/IITs/NITs	s, etc.,):	
	Work Order Value	Marks		
	Rs. 05.00 to Rs.10.00 Crores	4		
	Rs. 10.01 to Rs.15.00 Crores	6		
	More than Rs. 15 Crores	8		
2	Central PSUs / other Central Governm	ent organiz	ations:	18
	Work Order Value	Marks		
	Rs. 05.00 to Rs.10.00 Crores	3		
	Rs. 10.01 to Rs.15.00 Crores	5		
	More than Rs. 15 Crores	7		
	State PSUs / State Government Organizations / Private Organizations:			
	Work Order Value	Marks		
	Rs. 05.00 to Rs.10.00 Crores	1		
	Rs. 10.01 to Rs.15.00 Crores	2		
	More than Rs. 15 Crores	3		

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3	Performance certificate provided by previous clients for last 5 years. Copy of Work order with performance certificate in letter head with verifiable contact details (office phone number, official email id) should be enclosed. a) Institutes of National Importance (IIMs/IITs/NITs, etc.,) – 2 marks for each certificate b) Central PSUs / other Central Government organizations – 1.5 marks per certificate	18
	c) State PSUs / State Government Organizations / Private Organizations - 1 Marks	
	A minimum of 5 Performance Certificates along with the respective	
	work order will have to be provided to be considered under this head.	
	Timely Payment of Statutory	
	a) EPF Payment – 10 Marks	
4	b) ESI Payment – 5 Marks	20
	c) The Tamil Nadu Labour Welfare Fund Contribution Receipt for the	
	Year 2022 – 5 Marks	
5	Branch Office Setup	15
	Presentation	
	a) Bidder's understanding of IIMT's requirements	
	b) Technical capabilities of the bidder to provide manpower services to	1.5
6	IIM Tiruchirappalli	15
	c) Financial capabilities of the bidder to disburse the wages for at least	
	two - three months	
	Total Marks	100

A minimum of 70 marks out of 100 marks, in technical bid evaluation is required to be eligible for participating in price bid.

Decision taken by the Evaluation Committee on the Technical Evaluation will be final and binding. At the end of this stage, each firm will have Technical score (out of 100) associated with it. Bidders getting less than 70 score in the Technical bid will not be considered for opening the price bid.

Note:

The bidders should submit the relevant documents for the above requirements for tie resolution in Separate Spiral bound along with the technical bid itself, else the bid will not be taken for consideration for further process in tie cases. The documents cannot be provided after opening of the price bids.



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Opening of Price Bid:

The price bids of all the technically eligible bidders will be opened in the presence of technically eligible bidders or their authorized representatives through Physical/video conferencing mode. The date and time for opening of the Price Bid will be informed later.

Bidders / Representatives have to send the scanned copy of letter of authorization from their firm to purchase@iimtrichy.ac.in before attending the Opening of Price Bid as per the format enclosed vide Annexure-IV.

If the quoted price bids have the rates outside the prescribed range mentioned in the tender shall be rejected by IIM Tiruchirappalli irrespective of the said bidder's has qualified in the Technical Bid.

The Institute reserves the right to accept or reject all the offers, including the lowest, without assigning any reason.

General Term & Conditions

- Extra manpower, if required by the Institute for both Tiruchirappalli and Chennai Campus, the service provider should provide the same on the same terms and conditions under all the categories.
- 2. The salary of the deployed personnel will be fixed by the Institute for all the categories based on the nature of work and professional requirement of the Institute but bidder should quote only a percentage of the service charge.
- 3. The wages payable to the employees will be revised on the discretion of IIM Tiruchirappalli and also based on the revision of Minimum Wages/VDA as notified by Government of India from time to time, wherever applicable.
- 4. The Service Provider should not charge any fee from those deployed at the Institute. All such workers, if taken by the new manpower service provider, would be accepted free of charge i.e. without charging anything from them or from IIM Tiruchirappalli for their staffing or enrolment with the Service Provider or for their deployment at IIM Tiruchirappalli.

5. Payment of Wages to the deployed personnel:

a) The Service Provider should pay the wages to the personnel on or before the 5th day of every subsequent month through direct payment to their bank accounts, irrespective of delay in payment of Bill by the Institute for whatever reason. The service provider shall ensure that the payment needs to be made before 5th day of every subsequent month irrespective of the holidays, banking holidays and Sundays falling within this specified deadline. Hence, the service provider should plan it well in advance to make the payment within the deadline. Wages payable should not be less than the payment of the minimum wage as declared by the Central Government.



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- b) The wages shall be paid to the workers without any deduction except those under the payment of Wages Act and Minimum Wages Act.
- c) If the deployed personnel is/are required to perform duty on three National Holidays (26th January, 15th August and 02nd October) and also on five festival holidays, which will be decided by the Institute, for providing essential services in the Institute, an appropriate wage will be paid to such personnel for the duties performed on National and Festival Holidays.
- d) The service providers should, on-demand, furnish copies of wages register/muster roll, etc., to the Institute for having paid all the dues to the person deployed by him for the work under the agreement. This obligation is imposed on the Service Provider to ensure that he/she fulfils his obligations towards his employees so deployed, under various statutory provisions.

6. Payment Terms:

- a) No advance payment will be made in any case.
- b) The Service Provider should submit the bill in the form of Tax Invoice containing the details of GST Registration number of the Service Provider and IIM Tiruchirappalli (33AAAAI5004R1ZO) along with HSN/SAC code every month.
- c) The monthly bill should be submitted after paying the monthly wages to the personnel. Proof of payment of wages, and proof of payment confirmation of ESI and EPF for the previous month should be submitted along with the monthly bill. In the event of non-compliance with this condition, the monthly bill will not be honored.
- d) Payment shall be made monthly within fifteen (15) days from the date of receipt of the bill with all the supporting documents duly certified & recommended by a designated officer in charge.
- e) Institute reserves its right to withhold bills if the Service provider fails to produce the proof of having remitted the ESI/PF dues.
- f) GST should be paid every month before the last date of remittance to GST authorities and ensure that the returns should be filed before the stipulated date. The Agency should provide a certificate to IIM Tiruchirappalli stating that the applicable GST has been remitted to the Government of India. Such proof should also be attached to bills raised by the Service Provider, failing which the respective bill will not be paid.
- g) TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from Service Provider's bills.
- h) **Escalation / De-Escalation of Rates**: Not Applicable. The rate should be firm throughout the contract period of four years and any extension thereof.



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7. The Monthly wage Bill:

The Bill shall consist of the following;

- a) 'Basic Pay and Allowances' / 'Wages and VDA for the month', as applicable and **as agreed upon by IIM Tiruchirappalli**. The details in this regard will be communicated to the successful bidder by the Institute on the finalization of the tender.
- b) Employer's Contribution towards EPF/ESI, where applicable.
- c) Arrears of the previous month, if any.

8. Payment of Bonus:

- a) Pro-rata payment towards the bonus to be paid under the Payment of Bonus Act, 1965, wherever applicable.
- b) The Bonus needs to be paid to the deployed outsourced personnel, at least Ten (10) days before the Deepavali.

9. Penalty Clause:

- a) Deficiency/delay in Service/work will be construed as lapses on the part of the Service provider. Such lapses due to the Service provider will be viewed seriously, and penalties will be imposed on the Service Provider in case of any delay in providing the required services as covered by this Tender within the stipulated date and timings.
- b) IIM Tiruchirappalli reserves the right to impose the penalty, and the quantum of the penalty will be decided in individual cases, and the decision of the competent authority at IIM Tiruchirappalli shall be final and binding.
- c) The manpower service provider is accountable for providing the correct type of Manpower that satisfies the requirements of IIM Tiruchirappalli. If the service provider does not provide the required Manpower to the Institute and if the position lies vacant for 02 days, the Institute reserves the right to penalize the service provider as deemed appropriate by the Competent Authority.
- d) In case of failure to carry out the services to the satisfaction of IIM Tiruchirappalli as per the terms and conditions, the Institute will be free to get services done by any other agency at the cost and risk of the service provider.
- e) GST should be paid every month before the last date of remittance of GST. Failing which next month's bill will not be paid unless the GST dues are paid to the Government.
- f) If the manpower service provider fails to pay the salary to the personnel by the stipulated date mentioned in the tender and fails to pay the statutory dues timely, a severe penalty will be imposed on the service provider by the Institute as follows:



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S. No	Violation	Amount of Penalty
1	Payment of wages from 06 th to 10 th day of month	Rs.2,000 per day for delayed days.
2	Payment of wages after 11 th day of month	Rs.3,000 per day for delayed days.
3	Delay in payment of Bonus up to due date i.e. 10 days before Deepavali	Rs.5,000 per day of delay.
4	Non-compliance of any valid written directions of IIMT	Will be decided on case to case basis.
5	Late deposit of EPF or/and ESI with the concerned authorities.	Rs. 2,000 per day of delay
6	Late Payment of GST	Rs.2,000 per day of delay

g) If it is observed at any stage that the quality of the work/service is not satisfactory, the contract/ work order as a whole shall be terminated and Security deposit forfeited. Applicable penalties would be levied from all the monies payable to the Service Provider on such termination and the balance amount, if any, would be paid. The decision of the competent authority in the matter of penalties, would be final and binding.

10. Quality of the Service:

If it is observed at any stage that the quality of the service provided by the service provider is not satisfactory, the contract/ work order as a whole shall be terminated and the Security deposit forfeited. Applicable penalties would be levied from the amount payable to the Service Provider on such termination, and the balance amount, if any, would be paid. The competent authority's decision in the matter of penalties would be final and binding.

11. Forfeiture of Earnest Money:

The earnest money will be forfeited in the following cases:

- a) Earnest Money is liable to be forfeited. The Bid is liable to be rejected if a bidder withdraws or amends or impairs, or derogates from the tender in any respect within the period of validity and /or after opening the tender. Such bidders will also be blacklisted.
- b) When the successful tenderer does not deposit the security money after the work order is given or does not commence the performance under the contract within the stipulated time.
- c) If the successful bidder(s) fails to complete the work within the prescribed time after the confirmed orders.
- d) When information/certificate/document furnished is found to be false at any stage.
- e) When the bid documents are manipulated or altered after they are downloaded from the website.



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12. Performance Security Details:

- a) The successful Bidder will be required to remit an interest-free Performance Security Deposit of *Rs. 25,00,000/- (Rupees twenty-Five Lakhs only)*. The EMD amount paid by the successful bidder will be converted into Security Deposit. The security deposit will be refunded to the Service Provider after duly performing and completing the contract period.
- b) Performance Security will be forfeited if the Service Provider fails to perform/abide by any of the terms or conditions of the contract.
- c) If the contract is further extended at the sole discretion of the Institute, the security deposit will be collected as per the Government of India orders prevailing, on the subject, at the time of extension of the contract. IIM Tiruchirappalli reserves the right to fix the percentage of the security deposit that would be collected at the time of extension of the contract, within the permissible range and based on the value of the work order.
- d) In case, the Service Provider fails to provide the required services as covered by this tender as per the terms and conditions, the same will be obtained from the open market, and the difference of cost, if any, will be recovered from the EMD or the pending bill(s) of the defaulting firm or the Service Provider if the recoverable amount exceeds the EMD and there are no pending bills due to be paid to the respective Service Provider.

13. Termination of Contract:

- a) IIM Tiruchirappalli shall, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts in the event of the following:
 - i. If the Service Provider fails to provide the Manpower within the period (s) specified in the contract or any extension thereof granted by the Institute.
 - ii. If the Service Provider fails to perform any other obligation(s) under the contract.
 - iii. If the Service Provider is declared insolvent by the competent Court of Law without any notice.
- b) IIM Tiruchirappalli can terminate the contract with three-month notice in case the services are not found satisfactory. In such a case, IIM Tiruchirappalli will pay based on the actual duration for which the services were used during the period in question.
- c) The service provider will be required to give *three months*' notice in writing of their intention to leave or discontinue their service. This contract can be terminated with a notice period of three months by either side.
- 14. The service provider shall not be allowed to change its name after the award of the contract.
- 15. *Last Payment:* The last payment of the service provider will be cleared only after obtaining clearance of any liabilities pending in the Institute.



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- 16. **The signing of Contract:** The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a valid non-judicial stamp paper within ten working days from the issue of the Work Order along with interest-free performance security deposit. In the event of failure on the part of the successful bidder to sign the contract within the period stipulated above, the EMD shall be forfeited, and the acceptance of BID shall be considered as cancelled.
- 17. Canvassing in connection with the tenders is strictly prohibited, and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or staff of IIM Tiruchirappalli shall block his/ her Tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his Tender liable to rejection.
- 18. **Authority of the person signing the document:** A person signing the tender application or any documents forming part of the contract on behalf of another shall be deemed to warranty that he/she has authority to bind such other and if, on enquiry, it appears that the person, so signing had no authority to do so, the IIM Tiruchirappalli may without prejudice to other Civil and criminal remedies cancel the contract and held the signatory liable for all cost and damages.
- 19. In respect of services rendered to IIM Tiruchirappalli, the Service Provider shall be liable for depositing all taxes, levies, cess, etc., to the concerned tax collection authorities from time to time as per existing rules and regulations on the matter.
- 20. While making payment to the Service Provider, TDS and other statutory deductions will be effected by the Institute.
- 21. The Income Tax (TDS) shall be deducted at the prevailing rate from the bills, as amended from time to time in accordance with the provisions of the Income Tax Department, and IIM Tiruchirappalli shall issue the relevant certificate to this effect to the Agency.
- 22. In case the Service Provider(s) fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIM Tiruchirappalli is put to any loss / obligation, monetary or otherwise, IIM Tiruchirappalli shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms. This shall be in addition to the right of IIM Tiruchirappalli to initiate penal measures against the Service Provider, including the termination of the contract.
- 23. The Bidder should have requisite licenses from appropriate governmental regulatory bodies for operating the services in India, if applicable. (License documents obtained from Government authorities should be attached).
- 24. The Work covered by this Tender is a whole and complete job and will not be split for the award of Work.



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- 25. <u>Subletting of Work:</u> The firm/agency should not assign or sublet the work/job or any part of it to any other person or party. The Tender is not transferable. Only one Tender shall be submitted by one tenderer.
- 26. Arbitration: In case of any unreconciled disputes between the parties IIM Tiruchirappalli and the agency/firm to whom the contract had been awarded, arising out of any of the terms of the Contract Agreement, the dispute shall be referred to a single Arbitrator mutually agreed, as per Arbitration and Reconciliation Act 1996, in Tiruchirappalli jurisdiction. The decision of the Arbitrator shall be final and binding on both parties.
- 27. <u>Jurisdiction:</u> All disputes arising out of this contract shall be subjected to the jurisdiction of the Madurai Bench of Madras High Court.

28. Force Majeure:

- a) Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations if the affected party within 15 days of its occurrence informs in a written form the other party.
- b) Force Majeure shall mean fire, flood, natural disaster, or other acts such as war, turmoil, sabotage, explosions, pandemics, epidemics, quarantine restriction, strikes, lockouts etc. which are beyond the control of either party.

Special Terms & Conditions

- 1. That Service provider's authorized representative(Owner/Director/Partner/Manager) should personally contact in charge of Administration at Tiruchirappalli Campus and Chennai Campus of IIM Tiruchirappalli at least once a month to get feedback on the services rendered by the Contractor vis-a-vis corrective action required to make the services more efficient.
- 2. The Service provider should obtain a License from the Jurisdictional Labour Commissioner to engage the Contract labour/personnel as per the Contract Labour Act within One month from the date of award of the work order by the Institute.
- 3. Based on the requirement of each job, the candidates recommended by the Service Provider for engagement/deployment will be decided by IIM Tiruchirappalli, and the decision of IIM Tiruchirappalli will be final in this regard. In case IIM Tiruchirappalli, in its discretion, finds any deployed outsourced person is not desirable and not suitable for whatever reasons will be at the sole discretion of IIM Tiruchirappalli and upon so being notified by IIM Tiruchirappalli, the Service Provider shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to IIM Tiruchirappalli.
- 4. The service provider should submit sufficient number of suitable resumes for each category as per the eligibility criteria and the selection will be made by the Institute after interaction with the candidates.
- 5. The copy of Appointment Letter and bio-data along with testimonials (Educational & Experience) of each outsourced personnel so provided shall be submitted to IIM Tiruchirappalli along with a copy of police verification upon the identity and the testimonials of qualifications etc. The Police



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Verification Report (PVR) is required for all the new outsourced employees. Before changing any personnel so provided prior information shall be given to IIM Tiruchirappalli. The service provider shall make sure that the manpower so provided by them shall be with Photo identity card issued by the service provider.

- 6. The personnel should be available for the work as per the requirements of Tiruchirappalli Campus and Chennai Campus of IIM Tiruchirappalli as covered by this tender. However, depending upon the exigencies of work, the personnel shall be required to work late beyond office hours or on closed holidays as and when required by the Institute.
- 7. The Service Provider shall be required to maintain a permanent register/roll within the Institute premises, which will be opened for inspection and checking by the authorized officers of the Institute.
- 8. An attendance register / biometric attendance shall be maintained by the service provider for all the personnel deputed by them, who shall mark attendance daily in the Institute, and the payment shall be made to the service provider based on the attendance register / biometric attendance.
- 9. No residential accommodation, subsidized food or transport will be provided to the Personnel deployed by the service provider.
- 10. The Service Provider shall ensure that the persons are punctual, disciplined and vigilant in the performance of their duty. The Service Provider shall engage medically and physically fit persons only, and they shall be duty-bound to display the same when providing the service. The Service Provider should not deploy personnel above 60 years.
- 11. The Service Provider shall communicate the names, residential address, age etc., of the outsourced persons deployed for duties at the Institute. The Service Provider shall issue Identity Cards to the persons, and they shall be duty-bound to display the same at the time of providing the service.
- 12. The Service Provider shall comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the regulations made thereunder from time to time in order to keep IIM Tiruchirappalli indemnified from any liability or damages arising from there.
- 13. The Service Provider should place adequate and appropriate Medical first aid kit for the use of the persons deployed by them at such appropriate places as required.
- 14. The service provider shall be liable for meeting all the statutory requirements as provided by the various Act governing labour laws i.e.
 - Employment of Children Act
 - Workmen Compensation Act
 - Contract Labour (Regulation & Abolition) Act 1970
 - Minimum Wages Act 1948
 - The Payment of Bonus Act 1965



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- Payment of Wages Act 1936
- Employees Provident funds (EPF) Act 1952
- Employee State Insurance Act

Any other act or legislation as applicable and as amended from time to time or any other rule framed thereunder from time to time by the Central or State Government and or any authority constituted by or under any Law, for the category of persons deployed by service provider. The rates so allowed to and paid to the service provider shall include all such statutory liabilities and no excess amount shall be paid by IIM Tiruchirappalli.

- 15. The deployed personnel will be allowed to avail of one-day casual leave with salary for every calendar month and also will be allowed to avail sick leave of six days in a calendar year with wages.
- 16. IIM Tiruchirappalli will not accept any group gatherings or disturbance involvement in any kind of activity at IIM Tiruchirappalli with malafide intentions (including theft) either directly or as a support to any third party.

17. Screening:

- a. Service Providers will depute any personnel at Tiruchirappalli Campus and Chennai Campus of IIM Tiruchirappalli only after screening and approval by IIM Tiruchirappalli authorities. Any change in any person will be intimated at least one week in advance to IIM Tiruchirappalli. The new personnel will also be screened and approved by IIM Tiruchirappalli.
- b. If any personnel need to be changed by Service Provider due to some emergency, which is beyond the Service Provider control, even then, the new personnel will be screened and approved by IIM Tiruchirappalli first.

18. Safety Guidelines:

- a. No work shall be carried out above the heads of people or over gangways or roads, or near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by IIM Tiruchirappalli.
- b. The service provider should ensure that their personnel do not consume alcohol / do not smoke / do not take drugs on IIM Tiruchirappalli premises. Anyone found consuming alcohol/smoke/drugs inside the premises or arriving at the premises after so consuming will be forthwith sent out of the premises. The Institute shall also take further action on such behavior.
- 19. The persons to be deputed by the service provider, being their own employees or otherwise, shall be their sole employees, and IIM Tiruchirappalli shall not have any relation whatsoever with the employees of the service provider. He / She will be fully responsible for their acts, conduct and any other liability. No right whatsoever, much less a legal right, shall vest in the Service Provider's employee to claim/have employment or otherwise seek absorption in the Institute, nor the Service Provider's employee shall have any right whatsoever to claim the benefits and for



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emoluments that may be permissible or paid to the employees of the Institute. The employee of the Service Provider will remain the Service Provider's employee. This shall be solely the responsibility of the Service Provider to make it clear to their employees before deputing them on Work at the Institute.

- 20. The personnel deployed under this contract shall maintain proper office decorum. They should not disclose any confidential or otherwise official information to any unauthorized person.
- 21. The persons employed by the service provider will not indulge in any unlawful or illegal activities which are against the interests of the IIM Tiruchirappalli.

22. Insurance Coverage for the outsourced employees:

- i. The service provider should be responsible for all injuries and accidents to the person employed by them. The worker should be insured against personal accidents arising out of and during the course of their duties. In the event of injury, illness or accident to any worker, IIM Tiruchirappalli will not be liable to pay any compensation.
- ii. The insurance cover shall include the liability under the Workmen Compensation Act. In this regard, Group *insurance policy* of *Rs. 1,00,000/-* should be taken by the service provider for all the Manpower supplied to IIM Tiruchirappalli *as per the Workmen Compensation Act.*
- iii. *Group Personal Accident Insurance coverage* of *Rs. 5,00,000/-* should be taken by the service provider for all the Manpower supplied during the contract period even if the employees are covered under ESI Scheme also.
- iv. Moreover, the Service Provider should take the *Group Insurance Policy (family floater)* of *Rs. 2,00,000/-* should be taken by the service provider for those employees *who are not covered under ESI*. The Insurance cards needs to be distributed to the beneficiaries within 15 days from the commencement of Policy.

Note: The cost for taking above Insurance Coverages will be reimbursed by the Institute on submission of relevant documents like Policy Document/details, Invoice, etc.,

- 23. The service provider should in no case pay its employee less than the minimum wages fixed by Central Government, and a record of that should be kept in a register, which may be made available for examination to IIM Tiruchirappalli as and when demanded.
- 24. The service provider shall pay the wages to the employees as per the wage amount provided by IIM Tiruchirappalli, which is not less than the Minimum wages fixed by the Central Government.
- 25. The service provider will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and other rules and regulations as applicable and notified from time to time in the official gazette/ Govt. of India for all its employees deputed to work for IIM Tiruchirappalli. The service provider should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated. Violation of this



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shall attract a warning at first instance and may lead to termination of recurring instances. This is without prejudice to any other right available to IIM Tiruchirappalli.

- 26. IIM Tiruchirappalli shall have no liability whatsoever towards any other personnel or equipment of the service provider. All statutory requirements for the workers are to be borne by the service provider and shall be their sole responsibility of them.
- 27. The service provider shall instruct and train the people deployed by him to be cautious and vigilant while working within the premises of IIM Tiruchirappalli. They shall not cause any damage or loss to persons or property within the premises of IIM Tiruchirappalli in any way whatsoever. If any loss or damage is caused by the people so deployed to any property or people, the service provider shall keep IIM Tiruchirappalli indemnified of any claim for such loss or damage on IIM Tiruchirappalli and IIM Tiruchirappalli shall be at liberty to recover such loss or damage from the amounts payable to the service provider on his bills.
- 28. The service provider will be responsible for opening individual EPF account of the employee if he/ she does not have one and provide him / her with PF passbook and ESI Card. Service provider needs to deposit the proof of depositing employee's and employer's contribution towards EPF/ESI etc. for each employee every month along with bills.
- 29. All the payments for the services rendered by the people deployed by the service provider shall be made directly to the service provider only including the wages to be paid to the people by the service provider. The service provider will pay the wages as advised by IIM Tiruchirappalli to the persons on or before the due date and raise the bills including his service charges on monthly basis. No payments shall be made directly by IIM Tiruchirappalli to the personnel so deputed by the service provider.
- 30. Service Provider's employee will not be allowed to perform double duty / work for additional hours unless authorized by the Officer/s of the Institute.
- 31. No employee of the Service Provider shall work for more than 26/27 man-days in a month or as specified by Labour Laws, unless required by the Institute. Weekly off is mandatory for all as per labour laws.
- 32. Over time occasionally may be required for all deputed Manpower and the payment shall be made on per hour rate as applicable for respective category of deputed Manpower, which shall be calculated and provided by IIMT.
- 33. The personnel so employed by the service provider and deputed in the Institute shall have no right to employment against any post of the Institute and their services are being taken on a purely on outsourcing basis.

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INDIAN INSTITUTE OF MANAGEMENT TIRUCHIRAPPALLI

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ANNEXURE – I: (TECHNICAL BID)

PROFILE OF THE BIDDER

EM	D Transaction/Exen Eligibility Details		dated:	:e Valid Certificate Number:
Sr. No	Require	ed infor	mation	Description
1	Name of the Compa	ny		
2	Address of the Comp	pany		
3	Legal status (Private/Public Limi	ted com	pany)	
	Authorized Signatory Details	Name		
		Design	ation	
		Email		
4		Phone		
4		Name		
	Details of Contact other than	Design	ation	
	Authorized Signatory	Email		
		Phone		
5	Month and Year business.	of com	mencement	
	Statutory details	Registr Compa	ation number of the ny	
6	6 (Photocopies to be		o. of the Company	
		GST N	o. of the Company	



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Has your firm/company ever changed its name any time? If yes, provide the previous name and the reasons there for?	
Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.	
Brief details of Litigations, if any, connected with related Work, current or during the last five years, the opposite party and the disputed amount.	
Give details of Termination of previous Contract, if any	
Details of bank mandate;	
Name of the Bank	
Name of the Branch Account No.	
Type of Account IFSC Code No.	
enclosed)	
Total experience (years/ months) Related work in Central Educational Institution/Organization:	
	any time? If yes, provide the previous name and the reasons there for? Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract. Brief details of Litigations, if any, connected with related Work, current or during the last five years, the opposite party and the disputed amount. Give details of Termination of previous Contract, if any Details of bank mandate; Name of the Bank Name of the Branch Account No. Type of Account IFSC Code No. (copy of the cancelled cheque should be enclosed) Total experience (years/ months) Related work

Turnover in the relevant field on Contract basis during the last three years (from 2019-20 to 2021-22). Please submit documentary evidence i.e. extract of Profit and Loss account, Balance Sheet & Income Tax return filed.

Financial Years	2019-2020	2020 – 2021	2021-2022
Details of Gross Annual Turnover - (Rs. in Lac)			
Average Turnover in the last three years	Rs.		in Lakhs



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List of present and past clients in the following format. The information provided will facilitate the evaluation of the Technical Bid (Please use a separate sheet if required without changing the format). Please attach client certificate and work orders etc., clearly giving a period of contact.

S. No.	Name of the organization with complete postal address	Nature or type of Work undertaken	Period for which the contract is/was awarded	Work order Value in INR	Name and designation of the contact person with Tel./Mobile No (s), Email ID
1					
2					
3					
4					
5					
6					
7					
8					
9					

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ANNEXURE-II: PRICE BID - BOQ

SI. No	Description of Services	Service Charge in Percentage (%) (Excluding GST)
1	Percentage of Fees for the Agency (Profit Margin) over the Estimated Cost of Tender for Providing Manpower Services to Tiruchirappalli and Chennai Campuses of IIM Tiruchirappalli	

Note:

- a) The Bidder(s) should quote the percentage of service charges between the range of 3% to 5%, the minimum and maximum of the rates of service charges, respectively. Any bidder quoting less than the minimum of 3% and more than the maximum of 5% shall be rejected even if the bidder gets qualified in the technical bid stage.
- b) Bidder Should not make any changes in the Price Bid and should quote the rate for only the items Mentioned in Price Bid, else bid will be rejected.



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ANNEXURE - III: SUBMISSION OF TENDER DOCUMENT

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The Chief Administrative Officer (i/c),
Indian Institute of Management Tiruchirappalli,
Trichy-Pudukkottai Main Road,
Chinna Sooriyur Village,
Tiruchirappalli 620 024.

Subject: Tender for Providing Manpower Services to Tiruchirappalli and Chennai Campuses of IIM Tiruchirappalli.

Reference: Tender Notice published in IIM Tiruchirappalli website. - *Tender No 23SP097T dated:* 20.06.2023

Dear Sir,

It is certified that I,

With reference to the tender notice published in above mentioned website, I / We hereby submit my/ our Tender in a required format. I / We have carefully gone through the terms and conditions and prescribed given and I / We accept the same without any alterations / modifications.

Shri										
a)	am	authorized	to	sign	this	document	on	behalf	of	M/s.
	name	of the firm / co	mpany	which is	bidding	in this tender)	and that	our firm /	compar	(the ny have
	never	been blacklisted	d by any	y of the G	overnmei	nt Organization	/ Agend	cies in the pa	ast and	there is
	no cri	minal case regis	tered a	gainst our	firm / co	mpany or its ov	vner / pa	artners anyw	here in	India.

b) hereby certify that none of my relative (s) as defined in the tender document is / are employed in IIM Tiruchirappalli as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IIM Tiruchirappalli shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

(name of the person) S/o



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c) further declare that:

- i. All the statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if at any stage, it is found that any information given in this application is false/ incorrect or that our Agency does not satisfy the eligibility criteria, our candidature/empanelment is liable to be cancelled/ terminated.
- ii. I understand that the decision taken by the IIM Tiruchirappalli is final and binding in all matters.
- iii. I hereby agree to work as per the terms and conditions stipulated by IIM Tiruchirappalli.
- iv. I understand that the IIM Tiruchirappalli reserves the right to accept or reject and to cancel the Tender and reject all bids at any time prior to the award of the contract, without detailing any specified reasons whatsoever

α.

Place:	Signature	
	Name	
Date:	Designation:	

Seal of agency / Firm / Company



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ANNEXURE – IV: LETTER OF AUTHORISATION

LETTER OF AUTHORISATION FOR ATTENDING PRE-BID / TECHNICAL BID/ PRICE BID OPENING

To									
The CAO (i/c)								
IIM Tiruchira	ppalli								
Pudukkottai N	Iain Road,								
Chinna Sooriy	yur Village,								
Tiruchirappal	li - 620 024								
Subject: A	uthorization f	for attendin	g Pre	Bid /	Technical	Bid/	Price	Bid	Meeting
on	(dat	te) in the <i>Tend</i>	der for P	roviding N	Manpower S	ervices	to Tiru	chiraț	palli and
Chennai Cam	puses of IIM	Tiruchirappa	lli.						
	rsons are hereby	•							•
preference giv	ven below.								
Order of preference	Name		Desi	gnation	Conta	act No		Speci Signa	
I									
II									

Alternate Representative

Signatures of Bidder

or

Officer authorized to sign the bid Documents on behalf of the Bidder.

Notes:

- 1. Maximum of **two representatives** will be permitted to attend Pre Bid Meeting / bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.



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CHECKLIST FOR DOCUMENTS TO BE ATTACHED WITH THE TENDER

Sl. No	Covers	Details	Remarks	Tick (√)				
1	(Cover 1) All the documents and Annexures, except Price Bid document.							
2	(Cover 2)	Only Price Bid documents as per Annexure –	·II					
3	Whether G							
4	Whether P	AN is enclosed.						
		uly filled in Technical Bid documents (i.e., Ann ument) along with all the related enclosures havender:						
		gistration/ Incorporation details of the bide mpany	ling firm/Agency/					
	Reg Ass	cuments in support of Legal Status of the gistered Partnership Deed or Articles / sociation in the case of partnership firm o mpany.	Memorandum of					
	iii. Au	thorization / Power of attorney for signing the to	ender document					
	iv. Audited Annual Accounts, Income Tax Return and assessment orders for the last three consecutive financial years i.e., 2019-20 to 2021-22							
	thre	tails of completed contracts in the prescribed for ee years as on 31 st May 2023 along with pro- ntacts.	<u> </u>					
5	vi. Per	formance Certificates and CLRA Licenses						
	vii. A S	Separate Spiral bound documents for Resolution	on Tie Cases					
	viii. Det	tails of ongoing contracts in the prescribed form h verifiable contacts.						
		other information/ details/ supporting document.	nts/proof desired in					
6	Whether Ted	chnical Bid documents as per <u>Annexure-I</u> of the	e tender document					
7	Annexure-I	Whether Undertaking, Near Relative and Declaration Certificate as per Annexure-III to the effect that the bidder had never been blacklisted by any of the Government Organization / Agencies is submitted.						
8	Whether Technical Bid documents and all the required enclosures to the Technical Bid are serially numbered and over writing/ erasures, if any, in the technical bid duly been signed and endorsed with seal?							
9		Whether an Index or Table of Content of all enclosures to the Technical bid has been prepared and attached with the Technical bid, to facilitate quick						
10	Whether Tenbidder.	nder documents have been signed with seal in a	all the pages by the					