

# **TENDER DOCUMENT**

# TENDER NOTICE FOR SUPPLY OF SKILLED/ SEMI-SKILLED/ UNSKILLED WORKERS FOR VARIOUS SERVICES AT INDIAN INSTITUTE OF TECHNOLOGY(INDIAN SCHOOL OF MINES) DHANBAD – 826 004 JHARKHAND

T: 0326 - 223 5202; F: 0326 - 223 5609;

E: eso@ismdhanbad.ac.in; Website: www.iitism.ac.in

# Indian Institute of Technology (Indian School of Mines) <u>DHANBAD - 826 004</u>

No. 700081/CA/Work/2017-18 Date: 03/05/2017

# TENDER NOTICE FOR SUPPLY OF SKILLED / SEMI-SKILLED / UNSKILLED WORKERS FOR VARIOUS SERVICES

IIT(ISM), DHANBAD invites sealed tenders under two-bid system from eligible registered/ licensed manpower supplier firm with Labour Department of any State Govt/ Central Govt for the supply of skilled/ semi-skilled & unskilled manpower for various services on contract basis for a period of two years. The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "TENDER FOR SUPPLY OF SKILLED/ SEMI-SKILLED/ UNSKILLED WORKERS FOR VARIOUS SERVICES" and should reach this office by 4:00 pm on or before 25/05/2017. The technical bids shall be opened on the same day at 4:30 pm in the presence of the tenderers or their authorized representatives who wish to be present.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from cash counter at Admin Building of the institute on any working day between 10.00 am and 05.30 pm on payment of Rs. 2,000.00 (Two Thousand only) only (non-refundable) or can be downloaded from institute's website. Those who download the tender document from website should enclose a DD for Rs. 2,000.00 (Two Thousand only) along with their bid. The bid security (EMD) of Rs. 2,00,000.00 (Two lakh only) should be paid by Demand Draft, both the payment may be made in favour of REGISTRAR, IIT(ISM) Dhanbad payable at DHANBAD.

The criterion of selection as well as rejection is defined in the tender document. The bid shall remain valid for 90 days from the date of opening of Technical bid. Any future clarification and/or corrigendum(s) shall be communicated through tender section on institute's website.

The institute reserves the right to reject any or all the quotations or accept them in part or to reject the lowest quotations without assigning any reasons. The institute also reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

Registrar, IIT(ISM), Dhanbad

### SCOPE OF WORK

Supply of skilled, semi-skilled and unskilled manpower for various services at IIT(ISM) Dhanbad.

### **TERMS AND CONDITIONS**

- Manpower supplier firm should be registered/ licensed manpower supplier firm with Labour Department of any State Govt/ Central Govt for the supply of skilled, semi-skilled and unskilled manpower.
- Interested manpower supplier firms may quote their rates for engaging manpower on monthly basis to be employed by them. All the liabilities of supplied manpower directly or indirectly will be the sole responsibility of the manpower supplier firm. The other statutory expenses like EPF, bonus etc will be the responsibility of the supplier.
- 3. Tender without EMD of Rs. 2,00,000/- (Two Lakh only) will not be accepted.
- 4. The EMD for an amount of Rs. 2,00,000/- is required to be submitted in the form of DD/PBG/TDR in favour of Registrar, IIT(ISM), Dhanbad valid for a period of 03 months or till finalization of the contract or whichever is later along with the technical bid as pre-requisite qualifying criteria. The successful bidder shall have to submit PBG of Rs. 05 Lakhs before the award of the contract in the form of DD/PBG/TDR valid till 60 (sixty) days beyond the contract period as per the enclosed format.
- 5. The manpower supplier firm must fulfil all conditions required under Labour Contract Employment Act.
- 6. The manpower supplier firm shall be governed by the laws of India and interpretations in accordance with such laws.
- 7. The manpower supplier firm will submit a certificate regarding Income Tax paid for the last financial year.
- 8. Turn over for the last financial year of the Contractor should be duly certified by the Chartered Accountant and it should not be less than Rs. 01 Crore (One Crore Only).
- 9. The tender should contain satisfactory performance report from other clients.
- 10. The payment(s) to be made to the contractor are subject to deduction of taxes leviable by any Government as per rules from time to time and will be made after the completion of every month.
- 11. The manpower supplier firm will be responsible for making the payment directly to the supplied manpower by 7<sup>th</sup> of each month.
- 12. The manpower supplier firm shall make the payment to the supplied manpower by depositing payment in their bank accounts.
- 13. The contracting agency shall ensure that the manpower deployed in IIT(ISM) Dhanbad confirm to the technical specifications of age, educational and skill qualification prescribed by IIT(ISM), Dhanbad..
- 14. The manpower supplier firm should make suitable arrangement for supervision of the manpower supplied and other related works.
- 15. The manpower supplier firm should have minimum 2 years preceding experience, to supply the manpower to any Government/ Semi Government Institution or organization of repute for various jobs, from the date of application.
- 16. The manpower supplier firm shall be responsible for all injuries and accidents to persons employed by him.
- 17. In the event of injury, illness or accidents to any worker, IIT(ISM) will not be liable to pay any compensation. The insurance cover shall include the liability under the Employees Compensation Act
- 18. Service charges will be the primary criterion for evaluation of financial bid.
- 19. The manpower supplier firm shall have to engage the required number of manpower and in case required number is not available on any day, without proper and acceptable reason IIT(ISM) can impose penalty on manpower supplier firm as it thinks fit.
- 20. The manpower supplier firm shall in no case pay its employees less than the minimum mandatory rates per month in accordance with the Minimum Wages fixed by Central Government or as

- approved by IIT(ISM), Dhanbad and a record of that should be kept in a register, which may be made available for examination to IIT(ISM), Dhanbad as and when demanded.
- 21. The manpower supplier firm shall not appoint any sub company/ agency to carry out any obligation under the contract.
- 22. The manpower supplier firm shall maintain a daily attendance register including the number and names of the workers engaged in the office for works as per scope of the contract. Also it shall maintain a complaint book, which should be made available as and when required.
- 23. The manpower supplier firm shall maintain all necessary registers and display notices as per mandatory requirement under the law of land.
- 24. The contractor shall abide by all the law of land including Labour Laws (PF, Income Tax, Service Tax or any other extra taxes), Companies Act, TAX deduction liabilities, welfare measures of its employees and all other obligations that is being instructed in such cases and are not essentially enumerated and defined herein, though any such burden/duty shall be the exclusive responsibility of the contractor and it shall not involve IIT(ISM), Dhanbad in any way whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.
- 25. The manpower supplier firm shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to IIT(ISM), Dhanbad to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 26. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till such proof is furnished, at the discretion of IIT(ISM), Dhanbad.
- 27. The contract shall commence from the date of receipt of acceptance of the work order which shall be accepted by the manpower supplier firm within not more than 10 days from the receipt of the order or 15 days from the date of said order, whichever is earlier and shall continue till two year unless it is curtailed or terminated by IIT(ISM), Dhanbad.
- 28. The contract initially will be for a period of two year from the date of award of contract. However, it can be extended on the same terms & conditions subject to satisfactory work of the contractor till the execution of new contract.
- 29. The contractor/party cannot leave the contract during the contract period". In case the contractor rescinds the contract the bank guarantee shall be forfeited and black listing procedure will be followed as per the prescribed guidelines.
- 30. If the contractor repeatedly violates the terms and conditions of the contract or fails to supply required number of skilled/ semi-skilled/ unskilled manpower despite IIT(ISM), Dhanbad having served him proper notice of two months for termination of the contract, the contractor shall be liable to be terminated and security amount so deposited shall be forfeited.
- 31. It is desirable from the manpower supply firm to submit a copy of labour license obtained from the Labour Commissioner along with tender.
- 32. If case of any damage or loss caused to IIT(ISM), Dhanbad property by the manpower supplied is found, the same shall be charged from the manpower supplier firm. It must be ensured by the manpower supplier firm by submitting an affidavit on non-judicial paper of Rs. 100 stating therein that he will bear the loss out of his own.
- 33. The loss caused to IIT(ISM), Dhanbad on account of negligence/ dereliction of duties by the employees of the manpower supplier firm, shall be established after a joint inquiry comprising the representatives of IIT(ISM), Dhanbad and manpower supplier firm, and IIT(ISM), Dhanbad shall be within its right to make it good from the manpower supplier firm.
- 34. The manpower supplier firm shall replace immediately any of its personnel who is found unacceptable to IIT(ISM), Dhanbad because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from IIT(ISM), Dhanbad.
- 35. The manpower supplier firm shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons. The delay in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage @ Rs. 500/- per day on the manpower supplier firm.

- 36. The normal working hours shall be 09.00 AM to 06.00 PM with one hour lunch break from 01.00 PM to 02.00 PM. However, the timing may be changed at the discretion of IIT(ISM), Dhanbad from time to time. In case of urgency/ emergency, the worker can be deployed beyond normal duty hours, which shall be compensated either in monetary or leave form, also for job works and housekeeping the suitable timing will be according to need.
- 37. IIT(ISM), Dhanbad is not responsible for any dispute of manpower supplied, and the manpower so provided shall not be in any way be the employees of IIT(ISM), Dhanbad.
- 38. For all intents the manpower supplier firm shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed in IIT(ISM), Dhanbad. The persons deployed in IIT(ISM), Dhanbad shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority.
- 39. In case of termination of this contract on its expiry or otherwise, the persons employed by the manpower supplier firm shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/ otherwise capacity in IIT(ISM), Dhanbad
- 40. The required strength of manpower under various categories is indicative only. However, the deployment shall be as per actual requirement to be decided in consultation with the manpower supplier firm and any increase/ decrease in the actual deployed strength shall increase/ reduce the payment to be made proportionately.
- 41. The skilled/ semi-skilled/ unskilled manpower presently working in IIT(ISM), Dhanbad on contract basis may be engaged by the manpower supplier firm as per his own terms and conditions.
- 42. In case of disputes for non-payment of wages to the supplied manpower or any other disputes, the payment due to the manpower supplier firm can be withheld till settlement of the disputes by IIT(ISM), Dhanbad or on the orders of the court of law.
- 43. Notwithstanding the above, IIT(ISM), Dhanbad reserves the right to accept or reject any tender or reject all tenders at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever to the affected quoter(s).

# QUALIFICATION AND EXPERIENCE PRESCRIBED FOR VARIOUS WORKERS

Categories	Eligibility
UNSKILLED Chowkidar, Cleaner, Motor/ Tractor Helper, Store Coolie/ Collie, Mali, Safaiwala/ Safaiwali, Peon, Welder- Helper, Helper, Attendant, Agriculture Farm/ Dairy Farm Labourer, chainman, Grass-cutters, Cook-Helper, Electrician Helper or equivalent	Without any experience
SEMI-SKILLED Asst. Plumber, Asst. Manson, Asst. Carpenter, Asst. Painter, Daftari, Jamadar, Khalasi, Mali (Senior), Mate, Asst. Mistry, Belchawala, Bhisti, Asst. Cook, electrician, Lab attendent or equivalent.	Having worked as an unskilled person in IIT(ISM), Dhanbad for five years or A person should be at least 10 <sup>th</sup> passed and have knowledge to read and write in ENGLISH with 2 years experience in public/private/central/state/government offices.
SKILLED  Mason, Carpenter, Painter, Plumber, Welder (Senior), Mistry, (Munshi), Driver, Road Roller Driver, electrician, Cook, Clerical/ Data Entry Operator, Mechanic, Lab attendant or equivalent	Having worked in IIT(ISM), Dhanbad for five years as a semi-skilled workers or 10+2 Examination passed from any Board recognised by Central or state Government Well conversant with MS Word, MS Excel and MS Power Point Proficiency of not less than 8000 key depression per hour Passed in Typewriting test in English from Technical Institution with minimum 40-60 wpm typing speed. Experience in Data Entry in MS Office better understanding of English with good communication skills with 2 years experience in public/private/central /state/government offices. or ITI/Diploma/Graduate degree in science/Professional certificate with two years experience in relevant field.

### A. ORDER FOR ARRANGEMENT OF DOCUMENT WITH THE TECHNICAL BID

- 1. Application- Technical Bid.
- 2. EMD of Rs. 2,00,000 (Two Lakh only)
- 3. Attested copy of the registration of agency.
- 4. Attested copy valid labour license from the Labour Commissioner (desirable)
- 5. Attested copy of PAN/GIR Card.
- 6. Attested copy of the IT return filed by the agency for last three year.
- 7. Attested copy of the Service Tax registration letter/certificate.
- 8. Attested copy of the PF registration letter/certificate.
- 9. Attested copy of the ESI registration letter/certificate.
- 10. Certified document in support of financial turnover of the agency.
- 11. Certified documents in support of entries made in the Technical Bid application.
- 12. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
- 13. Documents relating to experience/clients served. (performance certificate issued by technical institution/ Govt. organisation/ PSU).

# B. ORDER FOR ARRANGEMENT OF DOCUMENT TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWERS

- 1. List of manpower for deployment in IIT(ISM), Dhanbad containing full details i.e. date of birth, marital status, address etc.
- 2. Bio-Data of all persons.
- 3. Character Certificate.
- 4. Certificate of verification of antecedents of all persons by local police authority.
- 5. Contact agreement duly signed as per Annexure "A"

# C. SUBMISSION OF TENDER DOCUMENT

The technical and financial bids should be sealed in two different envelopes and details about type of bid i.e. technical / financial bid, name of firm should be super scribed over it.

# D. SCHEDULE OF TENDER DOCUMENT

- i. Date & time for sale: 04/05/2017 from 10.00 AM to 5.00 PM up to 25/05/2017 till 3.00PM
- ii. Date & time for submission: 25/05/2017 up to 4.00 PM
- iii. Date & time for opening (Technical bid): 25/05/2017 at 4.30 PM

То

The Registrar Indian Institute of Technology(ISM), Dhanbad - 826 004

Sub Submission of Quotation for Supply of Skilled/ Semi-Skilled/ Unskilled manpower for various services

Sir,

We here by submit the quotation for various categories of manpower required by IIT(ISM), Dhanbad as under:

SI No	Type of workers	Monthly Wage/ Per Day Rate	EPF	Other statutory charges	Service Charge (in	Remark
				ESI	%)	
1	Skilled					
2	Semi- skilled				_	
3	Unskilled					

# Note:

Place:

- 1. Service Tax and Education Cess to be paid extra as applicable.
- 2. The tenderer should only quote service charges as percentage of Column No. 3
- 3. Bonus will be applicable as per prevailing rules of GOI.

Date:

The Registrar, Indian Institute of Technology(ISM), Dhabad – 826 004

Sub: Submission of proposal for Supply of Skilled/ Semi-Skilled/ Unskilled manpower for various services at IIT(ISM), Dhanbad.

Sir,

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. The prices quoted by us in the Financial Proposal (Form F-1) are valid till six months from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any competitor.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that IIT(ISM), Dhanbad is not bound to accept the lowest or any proposal or to give any reason for award, of for the rejection of any proposal.

We have understood and accepted the terms and conditions of the tender documents.

Yours faithfully	
Signature	
Name	
Seal of Firm witl	h Registration number of firm

Details of other organizations where such contracts undertaken during last three years (documents in proof to be attached)

Proforma containing details of other organization where such or similar contracts were undertaken:

SI No	Name & Address of the organization with contact No	No. of personnel supplied	Period of Contract	Whether Govt/ Semi Govt/ Autonomous bodies/ PSUs/ Industries etc	Amount of contract	Reason for termination (if currently no valid)
1						
2						
3						
4						
5						

This information to be given with Technical Bid for Annual Contract for supply of skilled/ semi-skilled/ unskilled workers

# CHECK LIST FOR TECHNICAL BID SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

(To be furnished in order of Serial No.)

	(To be full instituted in order of Serial No.)		
SI No	Description of requirement	Yes/ No	Page No
1.	Application Technical Bid.		
2.	EMD of Rs. 2,00,000.00 (Two Lakh only).		
3.	Attested copy of the registration of agency.		
4.	Attested copy valid labour license from the Labour Commissioner (desirable).		
5.	Attested copy of PAN/GIR Card.		
6.	Attested copy of the IT return filed by the agency for last three year.		
7.	Attested copy of the Service tax registration letter/certificate.		
8.	Attested copy of the PF registration letter/certificate.		
9.	Attested copy of the ESI registration letter/certificate.		
10.	Document in support of financial turnover of the agency certified by Charted Accountant.		
11.	Certified documents in support of entries made in the Technical Bid application.		
12.	Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.		
13.	Documents relating to experience/clients served.		
14.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/ firm/ parties relating to previous service contracts.		
15.	Price bid Proforma completed & sealed in separate envelope.		
16.	At least two currently valid contracts for similar work.		
17.	List of Arbitration cased (if applicable) Please write NOT APPLICABLE if no cases are there.		
18.	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment.		

# **Declaration by the Tenderer**

This is to certify that I/We before signing this tender have ready and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them

Signature of Tender with seal Name Seal Office Address Phone

# NOTE:

Submission of all the documents mentioned above along with declaration is mandatory. Non-submission of any of the information above may attract rejection of the bid.