



# Indian Institute of Management Kashipur

5 Kms. Stone Bajpur Road, District – Udham Singh Nagar, Kashipur – 244713 Uttarakhand, India

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



**TENDER DOCUMENT**  
**FOR SUPPLY OF MANPOWER FOR HOUSEKEEPING AND OTHER SERVICES**



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## Notice Inviting Tender and Schedule of Events

Sealed Tenders are invited under two bid system (Technical Bid and Financial Bid) from reputed experienced and financially sound parties for the following work:

|   |  |
|---|--|
| Name of Work                            | Providing Manpower for Housekeeping and Other Services for IIM Kashipur  |
| Tender No.                              | Tender No.: IIM Kashipur/02/Tender –Manpower for Housekeeping and Other Services/2016-17 Date: .02.2017  |
| Tender Submission Cost (Non-Refundable) | Rs.2,000/- (Rupees Two Thousand Only) by Demand Draft in favour of Indian Institute of Management Kashipur payable at Kashipur. This amount is Non-refundable.   |
| EMD                                     | Rs.2,00,000/- (Rupees Two Lakh Only) by Demand Draft in favour of in favour of Indian Institute of Management Kashipur payable at Kashipur   |
| Estimated Value of Business             | Rs. 60,00,000/- (Rupees Sixty Lakh Only) per annum.  |
| Contract Period                         | The period of contract will be initially for <b>two years</b> . The contract may be extended by another one year on the basis of performance.  |
| Issue of Tender                         | The tender document can be downloaded from the Institute website – <b>www.iimkashipur.ac.in</b> . Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly. |
| Pre-Bid Meeting                         | 11:00 hrs on 20 <sup>th</sup> Feb 2017 for any clarification of queries, if any at the Office of Chief Administrative Officer, IIM Kashipur  |
| Submission / Receipt of Tender          | Up to 15:00 hrs on 27 <sup>th</sup> Feb 2017 in the office of The Chief Administrative Officer, IIM Kashipur   |
| Opening of Tender                       | Part-A- Technical Bid<br>The technical bid shall be opened on the same day, i.e. 27 <sup>th</sup> Feb 2017 at 16:00 hrs in the presence of authorised representatives of the bidders.                      |
|   | Part-B- Financial Bid<br>Financial Bid of the technically acceptable bidder as recommended by the Tender Committee shall be opened on 2 <sup>nd</sup> Mar 2017 at 15:00 hrs.                               |
| Contact Person (for any clarification)  | Chief Administrative Officer, IIM Kashipur<br>Phone: 05947-262820  |
| Proposed date to Commence               | 01 <sup>st</sup> April, 2017   |



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## **TENDER**

Indian Institute of Management Kashipur invites sealed tenders from Manpower suppliers for Housekeeping and other Service, who have their setup/local office in Kashipur for providing required services in three cover system (EMD & Tender Document cost, Technical Bid and Financial Bid as per annexure 1) on or before 23.02.2017(up to 300 p.m.) for the following works:

### **NAME OF WORK:**

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

- Reference Tender No.: ~~IIM K 0~~ /Tender/2016-17
- Date of Commencement of Sale of Tender: 23.01.2017
- Last Date of Submission of Tender: 23.02.2017 upto 3:00pm
- Date and Time of Technical Bid Opening : 23.02.2017 at 3:30pm
- Date and Time of Financial Bid Opening : 24.02.2017 at 3:30pm
- General Terms & Conditions should be submitted along with the Tender
- The Tenderer should sign each page.

### **INTRODUCTION:**

The Indian Institute of Management Kashipur (IIM Kashipur) is the 13<sup>th</sup> IIM established by the Ministry of Human Resource Development, Government of India. The premises in which the Institute is functioning are: 1. Office Complex (located at Cane Commissioner Bldg) (likely to be shifted to new campus in near future)

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

3. Hostel No.2 with one Mess (located behind the Radhey Hari PG College) (likely to be shifted to new campus in near future) and

4. Office Extension (located at GB Pant Agriculture Research Lab) (likely to be shifted to new campus in near future)



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## OFFICE COMPLEX

| Area  |
|---|
| Academic Block  |
| Administrative Block                                    |
| Non-teaching Offices including floor and toilets        |
| Library   |
| Computer Lab  |
| Cafeteria   |
| Dining hall   |
| Complete Campus Lawns + Passageways +car parking shades |
| Cleaning of All drains open/closed                      |

### Nature and scope of Work for Housekeeping Staff:

- Sweeping/Mopping/Dusting to above mentioned all areas and cleaning surrounding areas daily and as required basis.
- Cleaning of Toilets, Urinals, and Wash-basins in the all above mentioned areas two times in a day and as required basis.
- Cleaning/Wiping of Furniture, complete fitted equipment and blocks boards of all above mentioned areas twice in a week.
- Cleaning surrounding areas of all above place's surrounding areas twice in a week
- Cleaning of Garden(Lawn) and watering the plants in the garden area daily and maintaining the garden of all above areas including and Prakash City Guest Houses
- Sweeping/Mopping of stair cases of all above mentioned areas
- Any blockage in water closet, urinals, washbasin, sewer tank should be cleared immediately by the contractor.
- Cobweb work should be done in the entire above mentioned places twice in a week.

### Service Material and Tools

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



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## **Working Conditions**

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

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

Morning Session (Summer) 7:30 am : 1:00 pm

Morning Session (Winter) 8:00 am : 1:30 pm

Lunch 1:00 pm -1:30pm/ 1:30pm to 2:00pm

Afternoon Session (Summer) 1:30 pm to 4:00pm

Afternoon Session (Winter) 2:00 pm to 4:30 pm

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



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

| Sl No. | Name of Building/ Location       |   | Type of worker | Employee Category | No. of Labourers to engaged per day |
|--------|----------------------------------|---|----------------|-------------------|-------------------------------------|
| 1      | Academic Block                   |   | Housekeeping   | Semi-skilled      |                                     |
|        |                                  | (Ground Floor)<br>3 Class room X 90 seater<br>3 Class room X 40 seater  |                |                   | 9                                   |
|        |                                  | (First Floor)<br>3 Class room X 90 seater<br>3 Class room X 40 seater   |                |                   |                                     |
|        |                                  | Second Floor<br>2 Class room X 90 seater  |                |                   |                                     |
|        |                                  | Ground floor 32 room  |                |                   |                                     |
|        |                                  | First Floor 32 rooms  |                |                   |                                     |
|        |                                  | Second Floor 12 rooms   |                |                   |                                     |
|        |                                  | Lab 6   |                |                   |                                     |
|        |                                  | Conference room 01  |                |                   |                                     |
|        |                                  | Common area   |                |                   |                                     |
| 3      | Administrative Block             |   | Housekeeping   | -do-              |                                     |
|        |                                  | Hostel-rooms (4X24X5)<br>480 rooms attached toilet,<br>common area, area<br>between towers of each<br>blocks and surrounding. |                |                   | 29 (including 3<br>reliever)        |
|        |                                  | Dining Hall Ground floor  |                |                   | 2                                   |
|        |                                  | Faculty residency for<br>common area 30 houses  |                |                   | 3                                   |
|        |                                  | Main receiving station,<br>sewage treatment plant,<br>Water treatment plant,<br>Heat ventilation and air<br>conditioner       | Housekeeping   | -do-              | 1                                   |
|        |                                  | Road cleaning   |                |                   | 3                                   |
| 4      | Hostel 01 (For FPM) + Auditorium |   | Housekeeping   | -do-              | 3                                   |
| 5      | Administrative & faculty block   |   | Peon           | Skilled           | 4                                   |
| 6      | Office, Hostels and Guest        |   | Carpenter      | Very skilled      | 1                                   |



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|    |                       |  |                        |              |     |
|----|-----------------------|--|------------------------|--------------|-----|
|    | Houses                |  |                        |              |     |
|    |                       |  | Plumber                | Very skilled | 1   |
|    |                       |  | Supervisor             | Very skilled | 2   |
|    |                       |  | Assistant Electrician  | Very Skilled | 1+4 |
| 8  | Guest Houses          |  | Housekeeping           | Semi-skilled | 2   |
| 9  | Hostel + Guest Houses |  | Cook                   | Very skilled | 12  |
| 11 | New Office + Hostel   |  | Gardener               | Semi-skilled | 15  |
| 12 | Administration        |  | Clerk-cum-Field Boy    | Very-skilled | 1   |
|    |                       |  | Medical Assistant      | Very-Skilled | 1   |
|    |                       |  | Receptionist           | Very Skilled | 1   |
|    |                       |  | Accounts Clerk         | Very Skilled | 2   |
|    |                       |  | Audio Visual Assistant | Very skilled | 1   |
|    |                       |  | Administrative Staff   | Very skilled | 2   |

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

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



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## **Special Conditions:**

- a. The contractor should execute an agreement in the non-judicial stamp Rs. 500/- incorporating the various terms and conditions.
- b. The building should be kept in spick and span conditions
- c. The contractor should make his arrangements for collection of all required materials from store. Required cleaning materials for succeeding month must be collected on the last week of preceding month and kept ready in the sanitary store after inspection by the concerned official of IIM Kashipur.
- d. If the contractor's performance is not satisfactory, the contract shall be terminated by giving three month's notice
- e. The contractor shall recoup to the employer the cost of any damage incurred by the contractor on account of any breach of the terms and conditions of the agreement
- f. Attendance registers and salary registers for the labourers engaged per building and other registers required as per acts and rules may be verified by any official of IIM Kashipur in the Building of assigned or this purpose or other enforcing agencies during their inspection.
- g. The wages for the labourers to be fixed by the contractor should be at least protecting the minimum wages prescribed by the Minimum Wages Act of the State / Central Government and the entire amount of the wages left out after deduction for statutory benefits should be paid in full to the labourers.
- h. Payment to the labourers must be remitted to their respective bank account by before 7<sup>th</sup> of every month. No cash payment to labourer to be made.
- i. A certificate for wages paid to the labourers must be obtained from the official concerned and produced along with the bills.
- j. The supervisor must be provided with mobile phone and the mobile numbers must be given to the concerned official of IIM Kashipur. The contractor should establish a local office within 5Kms of IIM Kashipur.
- k. Official Authority of IIM Kashipur shall be entitled to, at any time, amend or modify the terms and conditions of the agreement by way of addition/deletion or substitution as is





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deemed necessary by official authority of IIM Kashipur the contractor shall accept and abide by any such amendment or modification unconditionally.

1. The Firm/Bidder has to quote for Outsourcing Manpower supply after visiting the sites (Indian Institute of Management Kashipur) with prior appointment on mobile no. +91 -----  
-----.

## **Weekly Reports of Tasks**

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

### **Task Report**

| <b>Sl No.</b> | <b>Task</b>                                    | <b>Building/Locations where work carried out</b> |
|---------------|--|--|
| 1             | Cleaning of Toilets, Wash-basins, Urinals etc. |  |
| 2             | Dusting/Wiping blinds                          |  |
| 3             | Cleaning of Cobwebs                            |  |
| 4             | Mopping the floors of all rooms/halls etc.     |  |
| 5             | Cleaning of Doors/Window/Furniture & Fittings  |  |
| 6             | Cleaning of Areas surrounding the buildings    |  |
| 7             | Watering of plants, cleaning of garden areas   |  |

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

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**Signature of Contractor**

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**Chief of Administration**



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## **NAME OF WORK:**

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

Name of Tenderer's Firm (Agency)\_\_\_\_\_

## **GENERAL TERMS & CONDITIONS:**

1. The tender form can be purchased by any interested eligible bidder from the office of Chief Administrative Officer, IIM Kashipur by paying Rs.2000/- in DD in favour of IIM Kashipur or deposit in account of IIM Kashipur.
2. The required documents should be attached with the tender. The tender without the documents will not be considered
3. The quoted should be per unit on monthly basis. The rate quoted should be not less than the minimum wages prescribed by the State Govt. The rates quoted below the minimum wages will not be considered.
4. CONTRACT PERIOD will be initially of two years. This period may be extended on satisfactory performance. The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs.500/-. In the event of bidder backing out before actual award of execution of agreement, IIM Kashipur will have right to forfeit the earnest money.
5. IIM Kashipur reserves the right to reject all the applications without assigning any reasons whatever.
6. The tenderer should deposit the performance security money @10% of the accepted value of yearly order within the specified period of one month failing which the earnest money deposited will be forfeited.
7. The worker provided by agency has to perform work as per IIM Kashipur management. The duty hour shall depend requirement at the institute.



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8. The bidder shall have the following registrations and details and the same to be provided along with documentary proof. If the bidder fails to provide/submit copies of the below mentioned documents his/her tender will not be considered.
  - a. Registration of manpower agency with Home Ministry Govt. of Uttarakhand
  - b. PF Registration Certificate
  - c. ESI Registration Certificate
  - d. Service Tax Registration
  - e. Valid License, issue by Regional Labour Commissioner, Govt. of India/Uttarakhand
  - f. Registration with Income Tax Department for permanent income tax number
  - g. TIN (Tax Identification Number)
  - h. Service Tax Number and duly acknowledged copy of service tax return filed during the previous financial year
  - i. TAN (TDS Account No.)
  - j. Registration as proprietary firm, Partnership firm, Limited Company, Corporate Body
9. There should be no criminal case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) and the firm should not be blacklisted by Central Government/State Government/PSU/any other Institutes. A declaration on Rs.10/- stamp paper should be attached.
10. **EARNEST MONEY DEPOSIT :**

The tenderer shall deposit Earnest Money of Rs. 2,00,000/- through Bank Draft/Pay order drawn in favour of “Indian Institute of Management Kashipur”. The Earnest money deposit will be refunded to the tenders whose offers have not been accepted within 30 days of opening of tenders.



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## **SCOPE OF WORK:**

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

- Office Area
- Hostel
- Residential Area
- Any other place (if ) designated later

**ii. Manpower Services will include:**

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

**iii. The scope of work may change during the period of the contract.**

11. The employees of the Agency shall be of good character and of sound health and shall not be less than 21 years or more than 45 years (the criteria may be relaxed for lady worker and supervisor)
12. A local representative agency shall be in-charge of the agency system and shall be responsible for the efficient rendering of the service under the contract. Night worker shall be equipped with proper protection and lighting devices. While working at the premises of the IIM Kashipur, they shall work under directives and guidance of the administration or his/her authorized representative answerable to administration.
13. The worker should be smart and properly turned out with boots/shoes, etc. and carry an identity card duly attested by the Executive of Agency. A photocopy of these cards along



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with computer data shall be given to the IIM Kashipur for record, verification etc. A proper police verification certificate of all the staff given by the agency will be handed over to the admin office before an individual is inducted into the IIM Kashipur.

14. The IIM Kashipur shall have the right to check up, from time to time, the uniforms worn by the agency personnel as well as their fitness to perform duty up to satisfaction of the IIM Kashipur.
15. The agency shall ensure that before deputing the staff, they will verify antecedents of all their staff and provide the IIM Kashipur a complete dozier of particulars of each personnel proposed to be deployed.
16. Agency shall comply with all statutory requirements existing as well as those promulgate from time to time viz. the Payment of Wages Act, Provident Fund Act, Employee State Insurance Scheme, Family Pension Fund Act, Workman's Compensation Act, Bonus, Gratuity Act, Shop & Establishment Act, Contract Act etc. whichever is/are applicable to the organization of Agency and shall be held responsible, accountable, answerable, explainable & liable, as the case may be, for the lapses committed by them in this regard, further, Agency shall not involve the matters of IIM Kashipur in any way whatsoever in any dispute with regard to compliance of statutory provisions and in case of any violation of any law; the Agency shall be solely responsible. In case due to violation of any law, including labour laws etc. any liability is put upon the IIM Kashipur, the agency hereby indemnifies the IIM Kashipur completely. The Agency shall supply a certified copy of their registration no. under the shop & establishment Act, the Provident Fund Act, ESI, Labour laws and Income Tax etc.
17. The personnel deployed by the agency in the IIM Kashipur shall be removed immediately if the IIM Kashipur considers such removal necessary on personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute personnel either on its own or on the demand of the IIM Kashipur and only after approval of the admin office. In case of removal of such personnel, no claim shall be maintainable against the IIM Kashipur.



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18. If the IIM Kashipur incurs any expenses or any liability is put on them in connection with deployment of the employee of Agency, the same shall be adjusted from the bill of Agency.
19. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the IIM Kashipur, Govt. of India/any State of any Union Territory.
20. The IIM Kashipur will not provide any residential space for accommodation to the deployed staff.
21. The IIM Kashipur shall identify the requirement of personnel and equipment, to be deployed for the daily work of the campus, in consultation with the agency. However the tentative requirements, based on past experience, are shown in the Financial Bid. The IIM Kashipur reserves the right to increase or decrease the quantities specified in the financial bid.
22. The agency shall take into consideration all levies and statutory taxes while quoting the tender
23. The payment for services under this agreement shall be made on monthly basis, through crossed-cheque, drawn in favour of the agency payable at Kashipur. The final payment shall, however, be made only after adjusting all the dues/claims of the IIM Kashipur, Income Tax (TDS) as applicable at current prevailing rate will be deducting at source. All payment will be made after submission of documentary evidence of the financial transaction.
24. The persons employed by the Agency for IIM Kashipur will be the employees of the Agency and the IIM Kashipur shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the IIM Kashipur and the personnel employed by the agency shall have no right whatsoever to claim employment or other rights from the IIM Kashipur.
25. The staff employed by the agency will not join any union of the IIM Kashipur nor shall they make any claim on service or other matter. They shall also not form any union



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associated with the IIM Kashipur and shall have absolutely no claim to subscribe or for election in any of the unions of the IIM Kashipur.

26. The agency shall be responsible for all injuries and accidents to persons employed by them and in no circumstances IIM Kashipur will be held responsible to compensate them under W.C. Act.
27. The Agency shall be responsible for the good conduct and behaviour of its employees.
28. In the event of any loss being caused to the IIM Kashipur on account of the negligence of the employee of the agency, the agency shall make good the loss sustained by the IIM Kashipur, either by the replacement or on payment of adequate compensation on actual basis.
29. The agency shall not appoint any sub-agency to carry out any obligations under the contract.
30. None of the employees of the agency shall enter into any kind of private work within or outside the campus of the IIM Kashipur non-compliance with this provision will be deemed to be violating of the contract inviting penal action.
31. In a manner satisfactory to the IIM Kashipur, the agency shall provide necessary manpower to attend to the various needs of services at the IIM Kashipur building, hostels, residences and the campus in general.
32. Total duration of contract shall be two years, subject to quarterly appraisal and review by the IIM Kashipur in case of performance of the agency is not found to be satisfactory as per operational parameters setout of the contract or not in conformity with the terms & conditions of the tender, the contract shall be terminated even before the scheduled time by giving advance notice of one months to this effect. In the event of premature closure of contract for reasons mentioned herein above, the Security Deposit shall be absolutely forfeited. The contract period may be extended for another one year if services found satisfactory but not more than two times.
33. No worker/Supervisor shall be allowed to perform continuous duty beyond one shift.
34. Employee of the Agency shall not work for more than 26 days in a month. Hence proper rotation of employees will have to be done by the agency.



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35. The Agency shall have a proper system of checking the workers on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
36. The tender shall remain valid for a period of three months from the date of submission. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and the Earnest Money shall be forfeited. In exceptional circumstances, the IIM Kashipur may request the bidder's consent for an extension of the period of bid validity. A bidder may however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
37. Anyone or more the following action/commission/omission are likely to cause summary rejection of tender:
  - i. Any bid received late without conclusive proof that it was delivered before the specified closing time.
  - ii. Any bid not accompanied by required earnest money deposit (EMD)
  - iii. Any bid received unsealed or improperly sealed
  - iv. Any conditional bid or bid offering rebate
  - v. Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Documents
  - vi. Any bid received without and latest attested ITCC copy. Any effort by a bidder to influence the IIM Kashipur in the bid evaluation, bid evaluation, bid comparison or contract award decision.
  - vii. Any bid received with period of validity of bid shorter than 90 days.
38. The IIM Kashipur is not bound to award contract at the lowest price received in the Tender and reserves the right to decide on fair and reasonable price of the services tendered for any counter offer the same to the bidders. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidders. IIM Kashipur reserves the right to negotiate with first lowest bidder to arrive at the fair and reasonable price. In case of first lowest is more than one, then it would be at the discretion of the IIM Kashipur to select the bidder.





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39. The decision of the Hon'ble Director of IIM Kashipur will be final in all respect and will be acceptable to all the tenderers.
40. The Agency shall maintain record of major/minor incidents on daily basis and report the same to the official authorized in this regard. The Agency shall be also enquire about any incidents, like theft, indiscipline, disobedience or any unauthorized activities/criminal activities happening in the campus.
41. The agency shall maintain attendance and wages registers for all manpower engaged under the contract at IIM Kashipur and will also take out Workmen's compensation insurance policy. The Contractor must make the payment of wages to workers guards by before 7<sup>th</sup> of every month. The wages of persons engaged for providing services shall be as per minimum wages notified by the Govt. Notification Labour Commissioner, from time to time.

42. **ARBITRATION:**

Except as otherwise provided elsewhere the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by mutual understanding of both the parties.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the IIM Kashipur to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to proceed denovo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves.



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The venue of arbitration shall invariably be at Kashipur.

Subject as aforesaid the provisions of the Arbitration and conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Subject to clause 44, any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of the Kashipur court or Udham Singh Nagar.

#### 43. **FORCE MAJEURE:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereafter referred to as events), provided notice of happenings of any such eventually is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The even may come to an end or cease to exist and the decision of the IIM Kashipur as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

Provided, also that if the contract is terminated under this clause, IIM Kashipur shall be at liberty to take over from the agency, their personnel, vehicles & equipment deployed in the campus until a new agency is appointed and commences the operation.



# Indian Institute of Management Kashipur

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## 44. OPERATIONAL PARAMETER

The worker parameters will there have been:

Safaiwala

Peon

Office Staff

Gardner

Cook

Supervisor

## 45. PENALTY

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

46. The decision of the Director IIM Kashipur in all cases shall be final in binding.

Signature of Authorized Person of Tenderer's Seal



# Indian Institute of Management Kashipur

5 Kms. Stone Bajpur Road, District – Udham Singh Nagar, Kashipur – 244713 Uttarakhand, India

## Annexure-I

### Technical Bid

Name of the Tenderer’s Firm (Agency): -

Office Address:

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

Telephone No.

Mobile No.

Fax No.

Email id

-----

**Signature of Tenderer**

**Chief Administration**

**Tender:** \_\_\_\_\_

**Name of Work:**

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

Reference Tender No. \_\_\_\_\_

Late Date of Submission of Tender \_\_\_\_\_

1. Name of Tenderer’s Firm \_\_\_\_\_

2. Office Address \_\_\_\_\_

Tel No. \_\_\_\_\_ Mobile No \_\_\_\_\_ Fax No. \_\_\_\_\_

Email id \_\_\_\_\_

3. Name of authorized representative(s) \_\_\_\_\_



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

| Sl. No. | Particulars  | Detail | Document Enclosed |
|---------|--|--------|-------------------|
| i       | Registration of Agency with Home Ministry Govt. of Uttarakhand   |        | Yes/No            |
| ii      | P. F. Registration Certificate   |        | Yes/No            |
| iii     | ESI Registration Certificate   |        | Yes/No            |
| iv      | Service Tax Registration   |        | Yes/No            |
| v       | Valid License, issued by Regional Labour Commissioner, Govt. of India/Uttarakhand                            |        | Yes/No            |
| vi      | Registration with Income Tax Department for permanent income tax number                                      |        | Yes/No            |
| vii     | TIN (Tax Identification Number)  |        | Yes/No            |
| viii    | Service Tax Number and duly acknowledged copy of Service Tax return filed during the previous financial year |        | Yes/No            |
| ix      | TAN (TDS Account No.)  |        | Yes/No            |
| x       | Registration as proprietary firm, partnership firm, Limited Company, Corporate Body.                         |        |                   |
| xi      | Experience of Providing 100 personal during last three years monthly   |        | Yes/No            |



# Indian Institute of Management Kashipur

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

| Year    | Turnover in Rupees( in words and figure) |
|---------|--|
| 2013-14 |  |
| 2014-15 |  |
| 2015-16 |  |

Please enclose documentary evidence for above facts

6. Earnest money deposit Rs. \_\_\_\_\_ vide DD No. \_\_\_\_\_  
Bank \_\_\_\_\_ Date \_\_\_\_\_
7. Detail of experience in Govt./Public Sector Undertaking/Registered Societies during the last three financial years along with documentary evidence.

| Year    | Name of Employer/<br>Address/Tel. No. | Detail of<br>Experience Period<br>of contract with<br>dates of<br>commencement<br>and completion | Total Number of<br>workers deployed |
|---------|---------------------------------------|--|-------------------------------------|
| 2013-14 |                                       |  |                                     |
| 2014-15 |                                       |  |                                     |
| 2015-16 |                                       |  |                                     |

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

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

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



# Indian Institute of Management Kashipur

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## Note:

- i. if above documents at Sl. No. 4 to 7 are not attached the tender bid will not be considered.
- ii. The rates of Service Charges should be quoted exclusive of all taxes.
- iii. The lowest bidder will be calculated by treating all categories all together as one Job work basis
- iv. the bid without proper breakup and below the minimum wages will not be considered
- v. No other charges would be payable by IIM Kashipur
- vi. There would be no increase in rates of service charges during the contract period
- vii. The General Terms and Conditions are part of the Tender. Violence of any condition shall be treated as breach of contract.
- viii The bids should be submitted in one big envelope containing two separate sealed envelopes one each containing Technical Bids and Financial Bids clearly marked on Top.

## Declaration by the Tenderer:

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

Signature of Authorized Person of Tenderer's Seal

Name of Tenderer's Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Chief of Administration**



# Indian Institute of Management Kashipur

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ANNEXURE-II

## FORM FOR FINANCIAL BID

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

| Sl No. | Type of worker / Category | Employee Category | No. of Labourers to engaged per day | Daily wages/rate (x)  | Other charges to be paid by Institute (y)   | Total Amount (x+y) | Service Charge of Service Provider in % and amount on (x) |
|--------|---------------------------|-------------------|-------------------------------------|---|---|--------------------|---|
| 1      | Housekeeping              | Semi-skilled      | 52                                  | As per Uttarakhand Govt. Shram Evam Sewa Yojna Vibhag/Letter No.VIII/13-288(Shram)/2001/ Dated-06-March-2013 and as amended time to time. | PF(13.61%) and ESI(4.75%) contribution of Institute, Service Tax (12.36%) as per Centre/Uttarakhand Govt., Uniform Allowance (Rs.333/- per month) |                    |   |
| 2      | Peon                      | Skilled           | 4                                   |   |   |                    |   |
| 3      | Carpenter                 | Very Skilled      | 1                                   |   |   |                    |   |
| 4      | Plumber                   | Very Skilled      | 1                                   |   |   |                    |   |
| 5      | Supervisor                | Very Skilled      | 2                                   |   |   |                    |   |
| 6      | Cook                      | Very skilled      | 12                                  |   |   |                    |   |
| 7      | Assistant Electrician     | Very skilled      | 5                                   |   |   |                    |   |
| 8      | Gardener                  | Semi-skilled      | 15                                  |   |   |                    |   |
| 9      | Clerk-cum-Field Boy       | Very-skilled      | 1                                   |   |   |                    |   |
| 10     | Medical Assistant         | Very-skilled      | 1                                   |   |   |                    |   |
| 11     | Receptionist              | Very-skilled      | 1                                   |   |   |                    |   |
| 12     | Accounts Clerk            | Very-skilled      | 2                                   |   |   |                    |   |
| 13     | Audio Visibal Assistant   | Very-skilled      | 1                                   |   |   |                    |   |
| 14     | Administrative Staff      | Very-skilled      | 2                                   |   |   |                    |   |

Signature