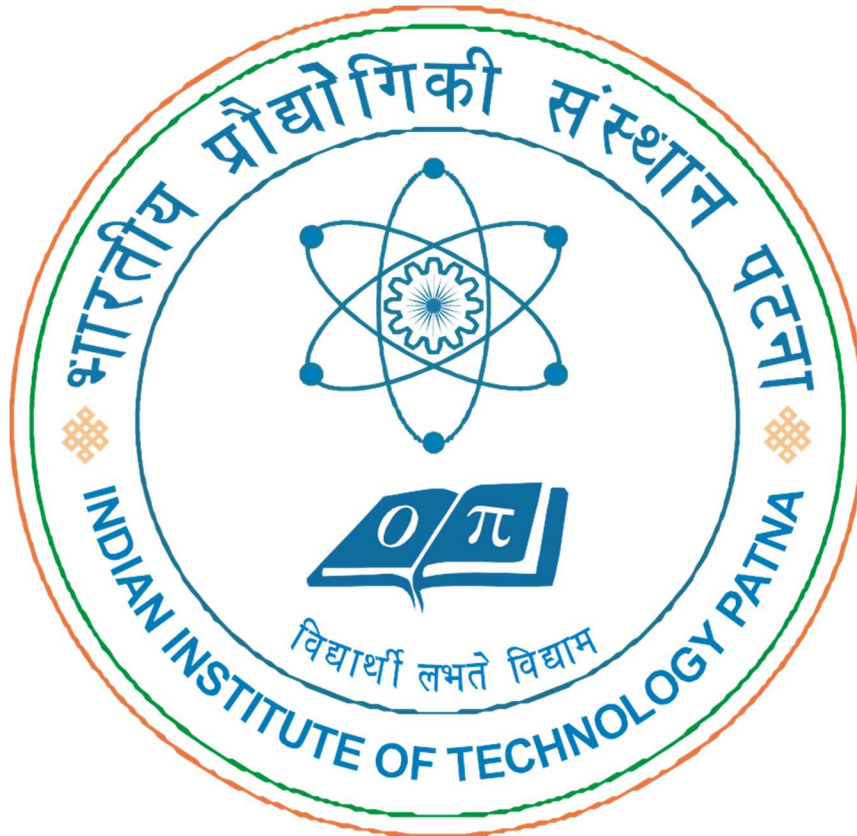


INDIAN INSTITUTE OF TECHNOLOGY PATNA

BIHTA, PATNA – 801 106 (Bihar)

Phone: (06115) 233002

registrar@iitp.ac.in



**E-TENDER DOCUMENT FOR “SUPPLY OF HUMAN RESOURCES”
(UNSKILLED/SEMI-SKILLED/SKILLED/HIGHSKILLED) AND TO
UNDERTAKE MISCELLANEOUS JOBS UNDER JOB CONTRACT/
OUTSOURCING MODE AT IIT PATNA (BIHTA CAMPUS)**

ONLINE BIDS INVITED THROUGH: www.eprocure.gov.in

TENDER ALSO AVAILABLE ON: www.iitp.ac.in

ESTIMATED VALUE: Rs 5,00,000,00/- (Five crores)

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NAME OF WORK: SUPPLY OF HUMAN RESOURCES TO UNDERTAKE MISCELLANEOUS JOBS UNDER JOB CONTRACT / OUTSOURCING MODE AT IIT PATNA

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INDIAN INSTITUTE OF TECHNOLOGY PATNA
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Phone: (06115) 233002

NOTICE INVITING E-TENDER

Indian Institute of Technology Patna, an Institute of National Eminence under the Ministry of Education, Government of India requires the services of a reputed, well established and financially sound Company / Firm / Agency for **supplying Human Resources and to undertake miscellaneous jobs under job contract / outsourcing mode** at the Hostels, Departments / Sections / Units and other specified places of the Institute premises.

The physical pre-bid meeting with the prospective bidders will be held on the date mentioned on the critical date sheet to apprise the bidders about the expectations of the Institute and to familiarize them with the scope of work and obligations in the proposed contract. **The prospective bidders may visit the Institute and acquaint themselves with the scope and schedule of work, supervision and commitment needed on or before the date set for the pre-bid meeting.**

1. On behalf of the Director, IIT Patna, online tender from eligible, experienced and financially sound Companies / Firms / Agencies for **supplying Human Resources and to undertake miscellaneous jobs under job contract / outsourcing mode** at the Hostels, Departments / Sections / Units and other specified places of IIT Patna is invited.
2. Tender Documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> or IIT Patna website <https://www.iitp.ac.in/index.php/en-us/services-amenities/stores-and-purchase/tenders>.
3. Bidders can access tender documents on the CPP Portal. They are required to select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://eprocure.gov.in/eprocure/app> as per the schedule given in this tender document. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.
4. Bidders are advised to go through instructions provided at “Instructions for online Bid Submission”. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given on the above-said website.
5. **No bid will be accepted manually.** All bids (both Technical and Financial) should be submitted on the E-procurement portal on <https://eprocure.gov.in/eprocure/app> on or before the last date as specified in the critical date sheet. Further, all communications should be addressed to The Registrar, Indian Institute of Technology Patna, Bihta, Patna –801106, Bihar.
6. No physical documents would be entertained. Prospective bidders have to submit digital copies of the sought documents through the CPP Portal only. In exceptional circumstances, IIT Patna may seek digital copies through authorized email giving a stipulated time period.

7. The Institute shall not be responsible for any delay in submission of online Bids. The Institute reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. Institute's decision in this regard shall be treated as final. No correspondence in this regard will be entertained.

8. The interested bidder shall have to pay Bid Security (Earnest money) 10,00,000/- (Ten lakhs) through DD/ FDR/ SB-Collect/ Insurance surety bond. The payment proof is required to be uploaded in appropriate packet in CPPP. Bid without Bid Security shall be summarily rejected. However, start-ups and Micro & Small Enterprises (MSE as on date of publishing tender) are exempted from paying EMD. Start-ups must be recognized as Startups by Department for promotion of Industry and Internal Trade (DPIIT).

Link for SB Collect: <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>

State- Bihar, Type- Educational Institute, Name-Indian Institute of Technology Patna

Payment Category- EMD (Store & Purchase)

EMD of unsuccessful bidders will be returned without any interest thereon after finalization of tender.

9. The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by a Committee constituted for the purpose. No bidder will be allowed to withdraw its bids after opening of the technical bids. If any bidder withdraws its bid within the bid validity period (i.e., 180 days from the opening of Technical bid), the bidder shall be debarred from participating in any tender of IIT Patna for 2 (two) years and Bid security shall be forfeited.

10. The Institute reserves the right to reject any or all the bids submitted by the bidders at any time or relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.

11. Any subsequent Updates, Addendums, Corrigendum etc., will be published only on the website <https://eprocure.gov.in/eprocure/app> and www.iitp.ac.in. All bidders are required to regularly check the websites for any update(s).

12. The bidders can quote only items with minimum 20% domestic value additional/local content. Local content means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. The bidders are required to furnish a self-certificate regarding the items meeting local content requirement, mandatorily mentioning following:

- a. Percentage of Local Content.
- b. Location(s) at which the local value addition is made.

Class-I local supplier” shall get purchase preference over ‘Class-II local supplier’ as per instructions contained in Public Procurement (Preference to Make in India) Order 2017, as amended from time to time. The margin of purchase preference shall be 20%.

13. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent

Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded as per rules.

14. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

II. "Bidder" (including the term 'bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

- (a) An entity incorporated, established, or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established, or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid

CRITICAL DATE SHEET

Title of the Tender	E-tender document for providing Manpower Services at IIT Patna (Bihta campus)
Date of Issue/Publication of E-Tender Notice	05.11.2024 (10:00 Hrs.)
Bid Document Download Start Date	05.11.2024 (10:00 Hrs.)
Last Date and Time for submitting queries regarding technical specifications and other conditions of tender document through CPP Portal	25.11.2024 (17:00 Hrs.) (Kindly note that all queries are to be raised through CPP Portal only. No e-mail queries shall be entertained.)
Pre-Bid Meeting Date, Time & Place.	15.11.2024 (11:00 Hrs.) , Meeting room near office of Registrar, 2 nd floor, Administrative Building, IIT Patna, Bihta -801106
Bid Document Download End Date	04.12.2024 (15:00 Hrs.)
Last Date and Time for Uploading of Bids	04.12.2024 (15:00 Hrs.)
Technical Bid Opening Date	05.12.2024 (15:00 Hrs.)
Financial Bid Opening Date	To be informed to the technically qualified bidders later.
Tender Fee	NIL
Bid Validity Period	180 days from the date of opening of Technical Bid
Earnest Money Deposit [Waived for start-ups (recognized so by DPIIT) and Micro & Small Enterprises]	₹ 10,00,000/- (Ten lakhs only)
Contract Duration	Initially for 3 years (One year at a time) (Extendable for next two years on satisfactory performance to be reviewed and assessed at the end of every year)
Address for Communication	Registrar, Indian Institute of Technology Patna, Bihta, Patna – 801106, Bihar Email: registrar@iitp.ac.in

MINIMUM ELIGIBILITY CRITERIA AND DOCUMENT TO BE UPLOADED FOR TECHNICAL & FINANCIAL BID

Following documents must be uploaded on Central Procurement Portal (<https://www.eprocure.gov.in/eprocure/app>):

TECHNICAL BID:

1. Company / Firm / Agency / Society Registration Certificate issued by the appropriate authority. The bidder firm must have legally valid identity as a proprietary firm/ partnership firm /Limited company/ society constituted or registered under the relevant Act. The bidder firm must be **older than 01.01.2019**.
2. ESIC Registration Certificate
3. EPF payment acknowledgement **only** (having TRRN) for April-2021, April-2022 & April 2023, March-2022, March-2023 & March-2024 to prove that the bidding firm has at least 150 manpower on roll during each aforesaid year.
4. Income tax return for FY 2021-22, 2022-23 and 2023-24
5. GST registration certificate
6. Must have an average annual Turnover of at least **₹ 10 crores** in the preceding three (03) financial years (**2021-22, 2022-23 & 2023-24**) in the books of accounts. (**Upload Audited Financial statement and CA certified turnover certificate as per format given in Annexure-A for three Financial Years i.e. 2021-22, 2022-23 & 2023-24**)
7. Labour license for any of the executed contracts for **Manpower Services valid on or after 01.01.2023**.
8. Experience certificate (**preferably in Annexure F**) of executing/completion of Manpower Services satisfactorily & their duration supported by documents issued on the letter head of the competent authority/employer institute from at least **3 (three) different** Govt. (Central/State) Department/PSUs/Autonomous Bodies of Central or State Govt. including higher educational institution/ central research organization **on or after 01.01.2020**. All these certificates must be issued on the letterhead of the organization indicating the duration of the contract, details of manpower (**minimum 100 manpower and minimum one year duration in each contract**), service provided, and performance. **Merely work orders/agreements shall not be considered for this purpose.**
9. Affidavit as per **Annexure-E**. The company / firm / agency should neither be currently (as on date of bid submission) black-listed / debarred / prohibited /non-performing reported by Central / State Govt. / PSUs Autonomous Bodies of Central or State Govt. including higher educational institutions / central research organizations nor in the last three financial years i.e. **2021-22, 2022-23 & 2023-24**. But previous debarment (if any) should be disclosed in the affidavit. The firm has to proactively disclose any debarment/ blacklisting even if it is sub-judice while submitting the bid and at any stage thereafter.

Suppression of such fact, shall lead to rejection of bid or cancellation of order, if awarded besides forfeiture of EMD/Performance Security in addition to the penalty as deemed fit under rule.

10. Bank Solvency Certificate minimum of ₹ 80,00,000.00 (Rupees Eighty Lacs only). Certificate should not be older than **01st April 2024**.
11. Earnest Money Deposit (EMD) payment proof or valid certificate for getting EMD exemption [For start-up (recognized so by DPIIT)/ MSE (Micro and Small enterprises)].
12. Proof of timely payment. For any one month (after 01.01.2020) bank transaction proof proving timely payment within 10 days of the completion of the concerned month. EPF challan for that month **only** should also be uploaded for matching name of staff/workers. Wherever required/applicable names common in the challan and bank transaction statement must be highlighted so that the common names can be matched.
For eg: Monthly wages for June 2022 must be shown paid by 10.07.2022 in the submitted bank transaction proof, along with EPF challan of June 2022 showing names of same work.
13. Completely Filled in **Annexures appended to the tender**

NOTE:

- I. The work executed in the own name of the bidder only will be considered for meeting the eligibility criteria.
- II. Certificate of Relevant Experience: The bidder must produce a certificate of experience issued Govt. (Central/State) Department/PSUs/Autonomous Bodies of Central or State Govt. including higher educational institutions/ central research organization. The certificate should mention the following details:
 - a. The certificate of experience should be **exclusively** for Supplying Manpower Services, as required above. The certificate containing the value of contract work exclusively for manpower supply will be accepted.
 - b. A certificate of work like Housekeeping/ Cleaning and sanitation, Security, loading and unloading, operating labour for factory, labour for the shop floor and the like **WILL NOT BE ACCEPTED**.
 - c. Copy of work order/ agreement and/ or self-certified certificates will not be accepted as a certificate of experience. If any document other than a certificate of experience is produced, such document will not be accepted. Bids not accompanied by a certificate of experience by the client **WILL STAND DISQUALIFIED**.

- III. Production of originals for verification: The bidder may be asked to produce the original document for verification at any stage of the tender process as and when sought for, failing which, the bidders are liable for disqualification.
- IV. Exemption to comply with any of the above criteria should be duly supported by the Government orders/ relevant Govt. documents.
- V. Bidder must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company to be submitted with the technical bid.
- VI. There must not be conflict of interest among bidders. If detected at any stage, appropriate action, as per rule, shall be taken on defaulting bidders

NOTE: PLEASE BUNCH THE ABOVE REFERRED DOCUMENTS IN AVAILABLE NUMBER OF PACKETS.

FINANCIAL BID:

1. Price Bid as BoQ_XXXX.xls
2. Price Bid as BoQ_XXXX.pdf

Registrar
Indian Institute of Technology Patna
Bihta, Patna – 801106
Email: registrar@iitp.ac.in

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of the Department of Expenditure, this tender document has been published on the Central Public Procurement Portal [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant only to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements, and submitting their bids online on the CPP Portal. More information for submission of online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

1. Registration:

- 1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enrol”. **Enrolment on the CPP Portal is free of charge.**
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / n-Code / e-Mudra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 1.6 Bidder has to logon to the site through secured log-in user ID & password and the password of the DSC /e-Token.

2. Searching for Tender Documents:

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved

to the respective “My Tender” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2.3 The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

3. Preparation of Bids:

3.1 Bidder should take into account that any corrigendum published, if any, in respect of the tender document before submitting their bids.

3.2 Bidder, in advance, should be ready for the bid documents to be submitted as indicated in the tender document/schedule in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

3.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. Submission of Bids:

4.1 Bidder should logon to the site well in advance for bid submission so that he/she upload the bid in time, i.e., on or before the bid submission date. Bidder will be responsible for any delay due to other issues.

4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

4.3 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Once the details have been completed, the bidder should submit it online. If the format of financial bid is found to be modified by the bidder, the bid will be rejected.

4.4 The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

4.5 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption for sensitive fields is done.

- 4.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.7 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date& time of submission of the bid with all other relevant details.
- 4.8 Kindly submit scanned PDF of all relevant documents.

5. Assistance to Bidders:

- 5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact numbers for the helpdesk are 0120-4200462, 0120-4001002, 0120-4001005 and 0120- 6277787.

6. General Instructions to the Bidders:

- 6.1 The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in **.pdf** format only
- 6.2 Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app> . Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site under the link “Information about DSC”.
- 6.3 Bidders are advised to follow the instructions provided in the Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement [t https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).
- 6.4 Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and www.iitp.ac.in shall **not tamper/modify the tender form including downloaded price bid template in any manner**. If the same is found to be tampered/ modified in any manner, tender will be completely rejected.

SCOPE OF WORK

Manpower Requirement: The following manpower (on the basis of 26 days per month) to be deployed for providing the service detailed below:

Sl. No.	Category of Human Resources	Required Numbers (tentative and subject to change)
1.	Unskilled	71
2	Semi-skilled	No requirement at present. May be required in future
3	Skilled	79
4	Highly Skilled	17*

*** Including 1 trained for supervising integrated pest control.**

Note: IIT Patna requires above category of outsourced Manpower for the following jobs:

Peon, Attendant, helper, Workshop helpers, Lab Attendant, Pump Operator, Cook, Plumber, Carpenter, Electrician, Mason, Driver, Data Entry Operator, Laboratory Assistant/Technician, Accounts Clerk, Computer Programmer, Library Assistant, Landscape Manpower, pest control technicians, pest control and landscaping supervisor etc.

Manpower required as mentioned above purely tentative. Company/Firm/Agency may be instructed by the institute to either increase or decrease the number of workers, usually around 25%, OR as per the requirement.

Further, it shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfill the obligations undertaken by the Service Provider under the agreement, to be signed with the successful bidder. The Service Provider should ensure to maintain an adequate number of manpower to meet the contractual obligation.

Responsibility for executing the contract:

- The agency shall have to supply **Manpower (Unskilled/Semi-Skilled/Skilled/High Skilled) and undertake miscellaneous jobs under job contract / outsourcing mode** as per requirement in the Institute premises under the scope of services.
- **The service provider has to provide a pool of biodata with requisite qualifications sought to the end user department / designated institute authority for carrying out interview / demonstration of skill / checking of eligibility for the required job. The deployment of the selected personnel has to be made only after written communication from nodal person / section of the Institute.** The agency shall be responsible in all respects for the supply of Manpower Services as specified in Scope of Work at IIT Patna and is bound to abide by the terms and conditions as specified in the

tender document.

- The selected firm will have to provide the requisite personnel as per the approved requirement of the indenting departments in appropriate category. Such requirements would have to be entertained only through the nodal officer / section.

SUPERVISION OF WORK:

1. As instructed by the authorized official of the Institute, the service provider shall be required to supply required manpower on all working days during office hours and as and when required beyond working days or working hours.
2. Besides daily routine, the service provider may be required to perform the task at specified locations, if required.
3. The service provider has to ensure proper attendance and weekly off to the manpower deployed. The service provider shall be fully responsible for prevalent labour contract laws for the manpower deployed and ensure that this does not become an excuse in effective daily routine service.
4. It will be the responsibility of the service provider to arrange a suitable substitute of manpower in time. The service provider shall provide replacement of personnel, in case of absenteeism, casual/ sick leave, etc., to ensure full staff at all times. In case of absence/ leave by any particular person, the service provider shall make alternate arrangements immediately, **failing which a penalty, which may extend up to wages at double the rates may be deducted per day per person of absence.**
5. The services of the service provider should be made available on all working days/ working hours on a six-day week basis except holidays and on Sundays. However, the services of any deployed manpower may be required on Holidays/Sundays as well and beyond the working day or hours as per need.
6. **The service provider will be required to assign one of its representatives as may be needed.**
7. **Verification of character and antecedents:** The person deployed for work should not be involved in any criminal case. Police verification certificate for the persons deployed for work has to be submitted by the service provider. A verification report in respect of all the personnel of service provider issued from the concerned police station shall be submitted to IIT Patna within 30 days from award of contract, failing which the concerned personnel will be removed from the duty.
8. The details of concerned deployed personnel should be submitted and also a list of employed manpower with bio-data, photograph, address and phone number of each person posted to the Institute should be handed over to the nodal officer of IIT Patna. Any changes should be reported immediately.

9. The worker must maintain the highest discipline and behave politely with the faculty, staff, students, and guests. They should not argue with anyone. The person deployed by the service provider should be reliable, trustworthy, alert, honest, and efficient.

- 10. The worker should maintain personal hygiene and wear prescribed uniform while on duty.**

FINANCIAL BID

Sl. No.	Particulars	Amount
1	Wages	Basic wages plus VDA
	(i) Unskilled	As per prevailing rates of Ministry of Labour & Employment, GoI, New Delhi for Class “C” Area under employment in construction or maintenance in Roads, Runways, or in Building Operations including lying down underground Electric, Wireless, Radio, Television, Electric lines, Water supply lines etc. (as mentioned in Scope of Work). Bidders need not quote the rates.
	(ii) Semi Skilled	
	(iii) Skilled	
	(iv) Highly Skilled	
2	EPF	As per Statutory norms in accordance with the GoI notifications from time to time. Bidders need not quote anything in this column.
3	ESI	
4	Bonus	8.33% of Wages (will be paid on monthly basis along with wages to the Agency, agency should ensure the payment of the same to the deployed personnel accordingly). As per Statutory norms in accordance with the GoI notifications from time to time. Bidders need not quote anything in this column.
5	Service Charges of the Agency on basic wages plus VDA (not less than 3% shall be quoted) % (Service Charge is to be quoted in percentage, not in amount)
6	GST	As per prevailing rates.

- **Those quoting service charge less than 3 (three) % will be summarily rejected. Service Charge quoted in percentage shall be considered up to two decimal digits.**
- Percentage of Service Charges to be paid by the IIT Patna on total amount of wages including VDA (Excluding other statutory payments & levies on the wages paid):
- The statutory charges such as EPF (13% including administrative charges of basic wages), ESI (3.25% of Basic wages plus Bonus) and Bonus (8.33% of basic wages) or as applicable from time to time for the second month will be reimbursed on production of proof of payment of the first month. Institute shall not be liable for any payment on account of fines/penalties etc. arising on account of late/non-timely compliances.
- Wages of manpower shall be revised as per the notification issued by Chief Labour Commissioner, New Delhi in this regard. There will not be any increase in the amount of service charges due to revision in Basic Wages except due to increase in VDA.

FORMAT OF BOQ

Validate

Print

Help

Rate BoQ

Tender Inviting Authority: Registrar, IIT Patna, Bihta, Patna

Name of Work: SUPPLY OF HUMAN RESOURCES (UNSKILLED/SEMI-SKILLED/SKILLED/HIGH SKILLED) AND TO UNDERTAKE MISCELLANEOUS JOBS UNDER JOB CONTRACT/ OUTSOURCING MODE AT IIT PATNA (BIHTA CAMPUS).

Contract No: IITP/ADMIN/HR/2024/01/1643; Date: 04.11.2024

Name of the Bidder/ Bidding Firm / Company :	
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	NUMBER #
Sl. No.	Item Description	Service charge in percentage	Service charge in percentage
1	2	13	54
1	Service charge in percentage		0.00

GENERAL CONDITIONS OF CONTRACT

1. Application: These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

2. Use of Contract Documents and Information

- i. The service provider shall not, without the Institute’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Institute in connection therewith, to any person other than a person employed by the service provider in performance of the contract. Disclosure to any such employed persons shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- ii. The service provider shall not, without the Institute’s prior written consent, make use of any document or information except for purposes of performing the contract.
- iii. Any document, other than the contract itself, shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the service providers performance under the contract if so required by the Institute.

3. Timely payment:

Wages must be paid within 07 days of becoming due. For eg: wages for June 2024 must be paid by 07.07.2024. Otherwise progressive penalty shall be imposed as follows:

Delay beyond 7 th of the following month	Penalty on service charge
One week	10%
Two weeks	20%
Three weeks	50%
Four weeks or beyond	100% and severe penalty including termination of contract

4. Other conditions for bid submission;

- i. Any conditional bid shall not be considered and will be summarily rejected in the very first instance.
- ii. **In case of disclosure of Service Charge in part of the technical bid, the bid shall be summarily rejected.**
- iii. IIT Patna being an Educational Institution, the service provider will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.

- iv. The manpower deployed at the Institute shall be preferably between **18 & 58 years**. However, in case of technical manpower, the Institute may relax the maximum age criteria upon receipt of written request from the Service Provider.
- v. The successful bidder shall furnish the requisite documents stated above in respect of the individual manpower that will be deployed before the commencement of work.
- vi. Any theft or damages caused due to negligence of the service provider shall be borne by the service provider. Appropriate amount of penalty after due consideration and hearing will be imposed by Director, IIT Patna or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the service provider.
- vii. In case of any worker found under influence of alcohol/playing cards/gambling/any undesirable activities, shall be dealt in accordance with the Law of the Land apart from dis-engagement of the workman without mentioning any reason.
- viii. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
- ix. IIT Patna shall direct the service provider to remove the persons deployed from the site of work, who may be either incompetent, undisciplined, negligent in his duties or for his/her/their misconduct and the service provider shall forthwith acted upon on such direction, it may be verbal by over phone and such replacement should be attended, immediately.
- x. The service will be provided 6 days a week except in certain cases where deployment may be necessary beyond working days or working hours with sufficient number of manpower required to run the operation. Leaves of the employees of the service provider should be strictly as per the statutory norms. Any unauthorized absence of manpower from the work place would be subject to penalty to the service provider.
- xi. IIT Patna will not be responsible for any injury, accident, disability, or loss of life to the service provider or to any of its personal that may take place while on duty. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the service provider. The service provider has to make his own arrangement towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.

- xii. Compliance of policy regulation viz., payment of central government minimum wages act, employer's liability act, contract labor (regulation and abolition) act, the Workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, Provident fund act, miscellaneous provision act and labor license of such state and central government, as on the date in existence or revised changes in the future will be whole sole responsibility of the service provider. In this regard the service provider at all time should indemnify IIT Patna against all claims and will maintain necessary books, logs, register, verification, returns, receipt, computerized database etc., mandatory as per the laws and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/ regional Provident fund commissioner as and when required. Failure to comply such instructions will lead to imposition of fine by State/ Government machinery and summary termination of contract and/or such other action as the government may deem fit. A copy of all such compliances, statements, and payments made to the statutory authorities etc., including registration numbers shall be provided to the IIT Patna authority for verification and record.
- xiii. The selected Firm/ Agency shall solely be responsible for the redressal of grievances of the persons employed. IIT Patna shall in no way be responsible for settlement of such issue.
- xiv. The manpower deployed by the service provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular/ confirmed employees of IIT Patna during the currency or after expiry of the contract. In case of termination of the contract also, the person deployed by the service provider shall neither be entitled to or/ and not will have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in the IIT Patna. The service provider should communicate the above to all the manpower deployed in IIT Patna by the service provider. IIT Patna shall not issue any experience certificate to any personnel deployed by the service provider.
- xv. In case the service provider fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof IIT Patna is put to any loss/ obligation, monetary or otherwise, IIT Patna will 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.
- xvi. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or 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 therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.

- xvii. It is a term of contract that the party invoking arbitration shall specify all disputed to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a term of the contract that cost of an arbitration shall be borne by the parties themselves. The venue of arbitration, if any, shall be at Patna. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- xviii. The IIT Patna reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The service provider will also have to serve a notice of at least three (3) months, if he/she wishes to terminate the contract.
- xix. The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The Authority shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.
- xx. The Service Provider is liable for all statutory compliances and obligations.
- xxi. The Service Provider shall replace within 5 working days any of its personnel, if they are unacceptable to the Authority because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving 3 written notices from Authority. Notwithstanding above, the Authority has the right to ask to change/replace the personnel at any point of time without assigning any reason.
- xxii. The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
- xxiii. The outsourced personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/secret nature.
- xxiv. The outsourced personnel shall not have any right to claim any benefit/compensation/absorption/regularization of services with the Authority under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
- xxv. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the Authority.

- xxvi. For all intents and purposes, the Service Provider shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the IIT Patna. The persons deployed by the Service Provider in the IIT Patna shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or IIT Patna.
- xxvii. In case of the termination of the contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to any claim for absorption or for any relaxation. The person deployed by Service Provider shall be the employees of the Service Provider for all purpose.
- xxviii. Attendance shall be recorded by service provider for the outsourced personnel staffed at IIT Patna.

The working hours and days of outsourced personnel shall be as follows:

Sl. No.	Job Role	Working Hours/Shift	Days of Work
1.	All Positions	9.00 am to 5.30 pm, with 30 minutes (1.00 pm - 1.30 pm) lunch break, or decided by the respective departments, especially for essential duty.	6 days a week

Outsourced personnel from service provider shall be required to wear neat and tidy uniforms. Service provider shall provide uniform as per table below within one month of award of work order/extension. Winter wear as specified in the table must be supplied by the last week of October in each year. IIT Patna is not liable to pay any claims against expenses for uniform. The Uniform with IIT Patna logo shall be provided for each person during a year.

Uniform (Men)	Uniform (Women)
Cotton Shirt - 2 Pieces Plain trousers - 2 Pieces Black Shoe - 1 Pair Sweater- 1 Piece (in winter)	Cotton Shirt or Ladies Suit-2 Pieces Plain trousers- 2 Pieces Black shoes or Bellies- 1 Pair Sweater or Cardigan - 1 Pieces (in winter)

Color and quality of the uniform will be decided with mutual consent of IIT Patna and service provider.

Service provider shall be required to impart basic 3-5 days communication and soft skills training with role plays to the personnel to be deployed. The respective costs should be loaded in the bid parameter by the bidder.

The Contractor has to provide additional safety gears/tools/equipment such as gloves, mask, helmet etc. as per the nature and place of deployment of the outsourced personnel ensuring occupational safety at workplace.

5. **Terms of Payment:** The service provider will first pay the wages of the month to its workers by 1st week of next month and thereafter submit the monthly bill to the Institute, in duplicate along with necessary verification/documents in support of attendance, payments made, statutory payment as per Govt. of India rules and service charges, for reimbursement of the same. The reimbursement will be made by the Institute after all deductions such as TDS, GST etc., as per rules modified from time to time and as per approved rate (award of contract/work order), on monthly basis for the services provided.

6. **Pay Slip has to be provided to each deployed personnel on monthly basis.**

Attendance sheet with signature attendance status of persons deployed and verified (by the

identified person of the Institute) shall be enclosed with the bill. A copy of ECR (Challan) for proof of EPF and ESI deposited and any other payments thereto contractual and statutory obligation, made in respect of such engaged employees deputed for this service/ work, must be enclosed by the Company/ Firm/ Agency, with the monthly bills. A certificate that his previous month payments of the employees under the contract and payment to the supplier/general order vendors, if any have been made and cleared in all respect shall be enclosed, along with the list/details of such disbursement.

Monthly payment will be made preferably within 15 days of submission of bills, in favour of the Company/ Firm/ Agency (in the name of the firm/ agency, as per award of contract and agreement) after making necessary deductions (Income Tax/TDS, surcharge, other statutory taxes, losses, penalty etc.). Taxes (if applicable, as per rules) shall be paid on submission of documentary proof.

IIT Patna reserves the right to inspect any or all the payment related documents including statutory payments made by the Company/Firm/Agency at any point of time during the contract and the Company/ Firm/ Agency shall assist the authority of the Institute whenever inspection of the record is done by the Institute's authority. Any misbehavior/ non-cooperation by the officials of the Company/ Firm/ Agency in this regard shall attract appropriate action including imposition of financial penalty by the Institute on the Company/ Firm/ Agency.

7. Legal/ Statutory Compliances

- i. That the Service Provider shall have to ensure compliance of policy regulation viz., Payment of central government minimum wages act, Employers liability act, Contract labor (regulation and abolition) act, The Workmen compensation act, Industrial dispute act, Maternity benefit act, Employee state insurance act, Provident fund act, Miscellaneous provisions act and Labor license of such state and central government, as on the date in existence or revised. In this regard, the service provider at all-time should indemnify IIT Patna against all claims and will maintain necessary books, logs, register, verification, returns, receipt, computerized database etc., mandatory as per the laws and as per the government rules and make them available for inspection/verification to the Concerned government officer/Labour enforcement officer/ Regional provident fund commissioner as and when required. Failure to comply such instructions will lead to imposition of fine by State/ Government machinery and in summary termination of contract and/or such other action as the government/ IIT Patna may deem fit. A copy of all such compliances, statements, and payments made to the statutory authorities etc., including registration numbers shall be provided to the IIT Patna authority for verification and record.
- ii. That the selected agency shall also be liable for depositing all taxes, levies, Cess etc., on account of service rendered by it to IIT Patna to concerned tax collection authorities from time to time as per extant rules and regulations.

- iii. That in case, the service provider fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof IIT Patna is put to any loss/ obligation, monetary or otherwise, IIT Patna will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency or by any other means, to the extent of the loss or obligation in monetary terms.
 - iv. That the selected agency will indemnify IIT Patna from all legal, financial, statutory, taxation, and other associated liabilities.
 - v. That to resolve any dispute/legal issue matter will be referred to the Director, IIT Patna or a person nominated by him. If any dispute/legal issues are not settled through **arbitration**, then legal jurisdiction would be **Patna, Bihar**, only.
8. **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties
9. **Delays in the Service Provider's performance:** If at any time during performance of the contract, the service provider or its sub-service provider(s) should encounter conditions impeding timely delivery and performance of services, the service provider shall promptly notify the Institute in writing of the fact of the delay, its likely duration and its cause(s). as soon as practicable after receipt of the service provider's notice, the Institute shall evaluate the situation and may, at its discretion, extend the service provider's time for performance with or without penalty, in which case the extension shall be ratified by both the parties by amendment of the Contract.
- 10. Damages and Losses**
- Upon end of contract/ termination thereof, the service provider is liable to return materials, if any, to IIT Patna in good working condition. For shortage/ misplacement/ theft, replacement cost of the item will be recovered from the final bill or performance security deposit of the service provider as the case maybe.
11. **Complaints:** The service provider shall attend to all the complaints and address as early as possible to the satisfaction of IIT Patna.
12. **Force Majeure:** In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative/ obligation of the affected party by such force majeure shall be suspended for the period during which such causes last. The term "Force Majeure" as employed herein shall mean, act of god, war revolt, riots, fire, flood and act and regulation of the Govt. of India or any of its authorized agency.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as offer said thereby shall notify the other party in writing within seven (07) days of the alleged beginning and end therefore giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause last and condoned by the Institute without any penalty. If the work is suspended by Force Majeure condition lasting for more than one month, the Institute shall have the option to authorize the contract in whole or part therefore at its own discretion. For the period of Force Majeure, no amount and/or compensation shall be payable to the service provider by IIT Patna.

- 13. Penalty:** If the service provider fails to perform the services within the period specified in the contract, the Institute shall, without prejudice to its other remedies under the contract, deduct from the total service charge of contract, as penalty, a sum **equivalent to 5% per week and the maximum deduction is 10% of the service charge of contract or the delivered price of the delayed or unperformed services of each week or part thereof delay until actual delivery or performance. If the occurrence of non-performance happens on 3 (three) instances, the Institute may consider the termination of the contract. If service provider fails to provide uniform in specified quantity to any individual, appropriate penalty on service charge would be imposed.**

Further, the Institute reserves the right to impose the financial penalty to be deducted from the monthly bill for habitual short attendance of manpower, for violation of any other condition which may lead to non-performance of contractual obligations.

Unforeseen and weird circumstance will be dealt separately and quantum of penalty will be decided by the Institute. The decision of the Director, IIT Patna will be final and binding in this regard.

14. Termination of Contract:

- i. If the services of the service provider are not found satisfactory, he/she will be issued a written notice for improvement by the IIT Patna authority. If satisfactory improvement is not found (within two weeks) after this notice, a final one-month notice will be issued to the service provider by the IIT Patna for terminating the contract without prejudice to any rights or privileges to either party, prior to such termination. During the period of notice both parties shall continue to discharge their duty and obligation.
- ii. IIT Patna reserves the right to terminate the contract by giving one month notice to the agency without assigning any reason therefor. The service provider may terminate the contract by giving three months' notice.
- iii. The institute in any situation will not be under the obligation to pay compensation or make the payment for the service rendered.
- iv. In case of breach of any terms and conditions of the contract, the performance security deposit of the service provider will be liable to be forfeited, beside

immediate termination of contract or other lawful action that may be taken against the service provider.

- v. If the service provider, in the judgment of IIT Patna engaged in corrupt or fraudulent practices in competing for or in executing the contract, the IIT Patna may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the contract in whole or part.
- vi. In case of delayed payment to the deployed personnel, as described in the tender.

Evaluation of Bid

1. Technical Evaluation of Bid:

The tender (Technical Bid) will be evaluated out of a total of 100points, which includes 30 points for presentation before the committee.

The Technical bids will be scrutinized on the basis of basic eligibility criteria. Thereafter, the shortlisted bidders would be required to make presentations and /or written submissions to a Committee constituted for the purpose. The presentation will broadly cover the following:

- i. Brief History of the firm
- ii. Kind of services provided by bidder in other Government Organization.
- iii. Compliances report on payment of Statutory Dues by the bidder
- iv. Proposed plan for deployment of personnel in IIT Patna
- v. Recruitment and Training plan etc.

Only the technical bids of the firms, who meet the prequalification/ eligibility criteria, would be taken up for detailed evaluation. Each firm meeting the pre-qualification/ eligibility criteria would be evaluated and given score out of 100 points as mentioned in Table in next page. In the case of non-fulfillment of minimum pre-qualification/eligibility criteria in each category, the bid of the respective bidder shall be rejected. However, the qualification in technical bid alone does not vest any right to award the contract.

Technical / Presentation Evaluation Criteria

(A)	(B).	(c) Point	(D). Remark
(1). Average turnover the last 3 financial years. (2021-22, 2022-23 & 2023-24)	(a) More than 50 Cr.	13	CA certified financial statement of concerned year.
	(b) More than 30 Cr but less than 50 Cr.	10	
	(c) Less than 30 Cr.	05	
(2). Number of running/completed contract of Similar nature (Manpower Services) during last five years. (2019-20, 2020-21,2021-22, 2022-23 & 2023-24 in Central or state government, PSU, Banking, Govt. Institute, University etc. (Copy of PO/ Extension Letter without any break showing continuous service for a period of One year).	(a) More than or equalto 5 Number.	13	Copy of each contract/ work order and performance certificate should be provided.
	(b) Equal to 4 Number.	10	
	(c) Equal to 3 Number.	05	
	(d) Between 1-2 Number.	03	
(3). Cumulative value of top 3 manpower contracts in last 5 years but not less than 01 year time. (April 2019- March 2024) (Govt. Department/ Govt. Institute/PSU/Banking etc.) The Value should be inclusive of GST.	(a) More than 15 Cr.	13	Copy of each contract/ work order and performance certificate should be provided. (Self attested copy)
	(b) More than 10 or equal to 15 Cr.	10	
	(c) More than or equalto 08 Cr but less than 10 Cr.	05	
	(d) More than or equalto 5 Cr. but less than 8 Cr.	03	
(4). Valid ISO Certificate	(a) Five valid ISOs including 45001:2018	05	Self-attested copies provided.
	(b) Three Valid ISOs.	03	
(5). Number of year of operation in business.	(a) More than 10 years.	13	ROC/Partnership Deed etc. in case may be attached.
	(b) More than 7 years butless than 10 years.	10	

(A)	(B).	(c) Point	(D). Remark
	(c) More than 5 year butless than 7 year.	05	
(6). The average manpower on Payroll during- April-2021, April-2022, April- 2023 & March-2022, March-2023, March 2024	(a) More than 1000 of manpower.	13	
	(b) More than 500 butless than 1000 manpower.	10	
	(c) More than 300 butless than 500.	05	
	(d) More than 150- but less than 300.	03	
(Y) Presentation and availability of the system for online transaction and online MIS.	0-30 marks will be awarded based on the quality of presentation.	0-30	Online/Offline presentation.

$X = 1+2+3+4+5+6$

The threshold score for qualifying in the technical evaluation is minimum 55 out of 70. The tenders of the bidders qualified in technical evaluation part but do not turn-up for the presentation will be summarily rejected. The presentation will carry a maximum score of 30. The qualifying marks in the presentation round is 15. Thus, $55+15 = 70$ marks would be the minimum requirement for financial bid opening.

The total technical score including presentation of the bidders (who are called for and attended the presentation) shall be computed using following formula:

$$\textbf{Total Technical Score (T) = X + Y}$$

The technical scores of all bidders who are invited for the presentation and attended it and obtained $55 + 15 = 70$ will be considered technically qualified and financial bids of only those bidders will be opened. **Technical evaluation will have a weightage of 30%.**

NOTE: The price bid of only the top five bidders out of the technically qualified bidders in technical evaluation including presentation, will be opened.

2. Price Bid:

The Price Bid should be submitted separately in the format mentioned in the tender document. The Price Bid is showing service charges quotation in percentage (%), whereas, other statutory payments such as EPF, ESI, Bonus etc. are as per provision. The bidders have to quote only **Service Charges in Percentage (%) of wages only (minimum wages and VDA)**

Financial evaluation: -

- a. Financial evaluation will have a weightage of 70%.
- b. Formula for Financial Evaluation will be (L1 quote/Bidder's quote) X 70.
- c. A bidder ascertained as L1 as per the quoted price and evaluated total financial implications in the tender will get full marks in financial evaluation.
- d. Other bidders will get proportionate marks in financial evaluation e.g. a bidder ascertained as L1 as per the quoted price and evaluated total financial implications for the tender say 3% will get maximum marks as 70.
- e. For another bidder this figure is 5%, so according to formula, it will get $[(3/5) * 70] = 42$.

Final Evaluation and award of Contract: -

Final evaluation will be on the basis of highest marks obtained after summing up evaluated technical score (30% weightage) and evaluated financial score (70% weightage).

ANNEXURE - A

PROFORMA FOR ANNUAL TURNOVER
(TO BE ISSUED BY A CHARTERED ACCOUNTANT)

This is to certify that M/s. _____ having Annual turnover (in lakh) for the following Financial Year.

Turnover	FY 2021-22	FY 2022-23	FY 2023-24
Total Turnover Of the firm			

Seal and Signature of the Chartered Accountant/Auditor

Signature (With date) and Seal of Bidder/Tenderer

ANNEXURE - B

DECLARATION
(TENDER ACCEPTANCE LETTER)

I..... Son/Daughter/Wife of
Shri..... Director/ Partner/ Proprietor/
Authorized Signatory of the Company/ Firm/ Agency.....
..... is competent to sign this declaration and execute this tender
document.

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

The information/ documents furnished for this tender are true and authentic are to the best of my knowledge and belief.

I/ We, am/ are aware of the fact that furnishing of any false information/ fabricated documents would lead to rejection of my/our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Date:

Signature of Authorized person

Place:

Full Name:

Seal

ANNEXURE - C

SERVICE LEVEL AGREEMENT

This agreement is made at Patna on between the **Indian Institute of Technology Patna** hereinafter to be called the **First Party** through its Director or his representative and M/s.....hereinafter to be called the **Second Party**.

Whereas the **First Party** is on the lookout for a suitable party for supply of manpower of the designated sites of the Institute for its offices/sections/ departments etc.

Whereas M/s.hereinafter to be called the **Second Party** on the other part has quoted the rates agreeable to the **First Party**, to carry out the work to the satisfaction of the **First Party**.

Both the parties hereby agree on the terms and conditions set out hereinafter before the witnesses as set forth herein.

1. PERIOD OF CONTRACT

The contract will initially be for a period of three years (One year at a time). IIT Patna may renew/ extend the contract for next two years on yearly basis having regard to the quality and manner of the service provider performance. However, it shall be with consent/ written request by the service provider in this regard. Second party may terminate the agreement by giving three months' advance notice.

However, first party reserves its right to terminate the agreement by giving one-month advance notice at any time during currency of the contract if the service of the agency is not satisfactory in the opinion of first party or its representative.

2. OBLIGATIONS OF THE SECOND PARTY

- i. The second party shall arrange to maintain supply of manpower in IIT Patna premises (as per the Scope of Work described in the Tender Document) on a continuous basis.
- ii. The second party shall provide the necessary manpower for carrying out the work.
- iii. The second party shall maintain the list of all persons engaged by it and direct to work together with a copy of their latest photograph, as per requirement of the first party at the premises decided by the First Party.
- iv. The second party shall issue identity badges, materials, equipment and other necessary articles needed for the entrusted work to all their persons as per the contract labour regulations act 1970 as amended from time to time and any other law of the land.
- v. Only such persons of the Second Party as are previously authorized will be allowed entry at the premises of the First Party on the production of identity badge.

- vi. The Second Party shall withdraw forthwith the persons/ persons either suo-moto or as desired by the First Party, if he / they, is / are found no longer desirable to work on the premises of the First Party.
- vii. In case requirements of additional manpower, the Second Party will provide therequired additional manpower, to the First Party within a fortnight of submission of requirement.
- viii. The persons deployed for work should not be involved in any criminal case. Police verification certificate for the persons deployed for work has to be submitted by the service provider. A verification report in respect of all the personnel of service provider from the concerned police station of concerned residential areas should be submitted and also a list of employees with bio-data of each employee posted to the Institute along with photo should be handed over the designated officer of IIT Patna. Any changes should be informed immediately.
- ix. The Second Party shall maintain all record and register concerning attendance and wages of persons engaged by him as required by the various labour legislation in force from time to time and also ensure that they comply with their requirements in this regard.
- x. The Second Party shall carry out supervision/ overseeing of persons deployed in the first party premises. The First Party shall not have any direct control over them. The First Party will have the right and discretion to ensure that work is carried out as per the contract and complete satisfaction of the First Party.
- xi. The second party will ensure that these workers are remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the First Party.
- xii. The Second Party will ensure that person deployed by the Second Party, who have to perform the work, shall not join any union or interfere with the internal working of the establishment of the First Party.
- xiii. The Second Party will designate one person from its own establishment for verification of records of the workers deployed by the Second Party at the premises of the First Party. The said person will report to the designated officer of the First Party as and when required.
- xiv. The duty hours of the persons deployed shall be as desired by the First Party.
- xv. The workers will be allowed for working rest of one day as per the provision of the contract labour regulation act 1970.

- xvi. The personnel deployed by the Second Party at the premises of the First Party shall not have a claim to become employees of the First Party and there will be no employees and employer relationship between the personnel engaged by the Second Party for deployment at the First Party.

3. PAYMENT OF WAGES

- i. The payment of wages to the workers engaged by the Second Party for the assigned work shall be the sole responsibility of the Second Party in consideration of the work performed as per the agreement. The First Party shall pay to the Second Party for unskilled, semi-skilled, skilled and high skilled workers as per the notification of the Ministry of Labour, Govt. of India, revised from time to time.
- ii. The Payment of wages/ allowances/remuneration and other benefits admissible to person employed by the second party for the job shall be the sole responsibility of the Second Party as their employer under the law. The minimum wages payable to the workers deployed by the firm will be as per wages revised from time-to-time by the Central Labour Commissioner, Ministry of Labour, Govt. of India.
- iii. The second party shall be responsible for the compliance with regard to minimum wages, ESI, PF, Workmen Compensation Act etc. and for payment for any liability under such act, and any other law of the land.
- iv. The second party shall first pay the wages of the month to its worker by 1st week of next month and thereafter submit the monthly bill to the Institute, in duplicate along with necessary verification/documents in support of attendance, payments made, statutory deductions as per Govt. of India rules and service charges, for reimbursement of the same. The payment of the same will be made by the First Party after all deductions such as TDS, GST etc., as per rules modified from time to time.

4. COMPLIANCE OF LAW OF LAND

- i. The second party shall be solely responsible for compliances of the various Labour and Industrial Laws, such as, wages allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to the personnel deployed by it at premises of the First Party of for any accident caused to them and the First Party shall not be liable to bear any expenses in this regard. The Second Party shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the First Party for whatever reason. The Second Party shall also be responsible for the Insurance of its personnel. The Second Party shall specifically ensure compliance of various laws/ acts enforce, including but not limited to with the following and their re-enactments/amendments/ modifications.
 - a) The Payment of Wages Act, 1936

- b) The Employees Provident Fund Act, 1952
 - c) The Contract Labour Regulations Act, 1970
 - d) The Payment of Bonus Act, 2015
 - e) The Payment of Gratuity Act, 1972
 - f) The Employees State Insurance Act, 1948
 - g) The Employment of Children Act, 1938
 - h) The Motor Vehicle Act, 1988
 - i) Minimum Wages Act, 1948
 - j) The Industrial Dispute Act, 1947
 - k) The Industrial Employment (Standing Order) Act, 1946
 - l) Pollution Control and Environment Protection Laws in force from time to time
- ii. The Second Party shall obtain a license from the Labour department of the Govt. of India of the region under the Contract Labour (Regulation & Abolition) Act-1970 and shall also have a separate ESI, EPF, Code No. and shall be responsible to cover all their employees under ESI and EPF Acts. EPF and ESI will be paid by the First Party along with the First Month bill and subsequently the same will be paid on monthly basis along with the bill only if deposit challan along with electronic challan cum receipt (ECR) issued by the employee's provident fund organization (EPFO) of the previous month is enclosed along with the bill. Any liability arising on account of the delay in the same will lie solely on the Second Party.
- iii. The Second party shall be legally liable and responsible for any contravention of any legal requirement and consequent liability with regard to person deployed by him in connection with the work assign to him by the First Party.
- iv. In the event of the contract not being performed or carried out to the satisfaction of the First Party, the first party will be at liberty to terminate the agreement without any notice and/ or compensation in lieu thereof.

5. PERFORMANCE SECURITY

The Second Party will have to deposit a performance security of 3% of the gross award value of the contract, in the form of an Account Payee Demand Draft or Fixed Deposit Receipts from a commercial bank or Bank Guarantee from a commercial bank in favour of "IIT Patna" or online payment through SBI i-collect link <https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=595859>. The performance security shall be released only after 90 days of completion of the contract or otherwise and if there is no recoverable from the Second Party. The amount shall be interest-free in the form of a security deposit for the due and be valid 60 days beyond the license under the agreement. The security money will be refunded after 3 months of expiry of the contract or its termination. The first Party shall be entitled to adjust any claim/ penalty/ due amount from the said security deposit.

6. MISCELLANEOUS

- i. In case any damages cost to the property of product of the First Party by the persons engaged by the Second Party under this contract or if any instance of theft take place owing to the involvement of the persons or otherwise, the Second Party reimburse the cost of such damage to the First Party suitably.
 - ii. The Second Party shall obtain proper license as required under the law and will be responsible for any violation of rules and regulations governing the same. Soon after, the job is completed; the Second Party shall take all the persons deployed by him from the premises of the First Party.
7. The Second Party shall be responsible for any accident/death during deployment of all the workers by the Second Party at the premises of the First Party or outside the premises for the work of First Party.
 8. In the case of any dispute, the decision of the Director of the Institute shall be final and binding on both the parties. All dispute and differences between both the parties shall be settled amicably. In case dispute still presents, the same shall be referred to the sole arbitrator to the appointed by the Director of the First Party in consideration with Second Party. The provision of the arbitration and conciliation act-1996 shall applied to arbitration.
 9. All the litigations will be subject to the jurisdiction of courts at Patna.

All the documents submitted during the process of tendering by the Second Party including the tender document issued by the First Party for the purpose, shall be presumed to form the part of the agreement.

M/s.....
Second Party

For and on behalf
Indian Institute of Technology Patna
First Party

1. Witness:
Signature.....
Name.....
Address.....
2. Witness:
Signature.....
Name.....
Address.....

ANNEXURE – D

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be typed on Non-Judicial Stamp Paper of the value of Indian Rupees of One Hundred)

(TO ESTABLISH THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT PATNA OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT PATNA)

To,
The Registrar
Indian Institute of Technology Patna
Patna (Bihar)-801106

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology Patna, (Procuring Entity) has invited tender vide Tender No. dated.....for procurement of eligible successful bidder (service provider).....wishing to supply the service

.....in response thereto shall establish an irrevocable Performance Bank Guarantee in favor of “The Registrar, Indian Institute of Technology, Patna”, in the form of Bank Guarantee for ₹

..... and the Performance Bank Guarantee shall remain valid for Sixty (60) days beyond the date of completion of all contractual obligation of the service provider, including warranty obligation from the date of issue of Performance Bank Guarantee and eligible successful bidder (the service provider) shall submit the same within Fourteen (14) Days from the date of award of contract.

NOW, THIS BANK HEREBY GUARANTEES that in the event of the said bidder (service Provider) fails to abide by any of the condition referred to in tender document/ Award of Contract, this bank shall pay to Indian Institute of Technology Patna, on-demand and without protest or demur ₹ (Rupees... ..)

This Bank further agrees that the decision of the Indian Institute of Technology Patna, (procuring entity) as to whether the said bidder (service provider) has committed a breach of any of the condition referred in tender document/ award of contract shall be final and binding.

We, (Name of the Bank and Branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (service provider) and /or Indian Institute of Technology Patna, (procuring entity).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed ₹ (Rupees... ..only).
2. This Bank Guarantee shall be valid up to(date) and

3. We are liable to pay the Guaranteed amount or any part thereof under this bank guarantee only and only if IIT Patna serve upon us a written claim or demand on or before..... (date). This Bank further agrees that the claim if any, against this Bank, the Guarantee shall be enforceable at our branch office situated at (Address of Local Branch).

Yours Truly

Signature and Seal of the Guarantor

Name of Bank

Address

Date

ANNEXURE – E

**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING
FROM TAKING PART IN GOVT./ PSU/ CAB TENDER**

(To be executed on ₹ 100/- Stamp Paper and attested by Public Notary/ Executive Magistrate by the Bidder)

I/We proprietor/ Partner(s)/ Director(s) of M/s..... hereby declare that the Firm/ Company namely M/s has not been blacklisted or debarred or declared non-performer, No Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court as on the date of the Affidavit in the past by IIT Patna or any other Govt. Organization/ PSU/ Central Autonomous Body from taking part in Govt. /PSU/ Central Autonomous Body tenders.

OR

I/We proprietor/ Partner(s)/ Director(s) of M/s..... hereby declare that the Firm/ Company namely M/s... was blacklisted or debarred or declared non-performer / no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court as on the date of the Affidavit by IIT Patna or any other Govt. Department/ PSU/ Central Autonomous Body from taking part in Govt. tenders for a period of years w.e.f. The period is over on.....and now the firm/company is entitled to take part in Govt. tenders. In case the above information found false, I/We are fully aware that the tender/contract will be rejected/cancelled by IIT Patna, and EMD shall be forfeited. In addition to the above, IIT Patna, will not be responsible to pay the bills for any completed/ partially completed work.

In the event of the firm getting blacklisted / debarred / declared non-performer in any organization from the date of filling the tender till the award of contract, the facts will be disclosed, failing which the tender/ letter of award is liable to be cancelled without assigning any reason. After award of the work to the agency if it has been found that the agency has furnished wrong declaration in this affidavit, IIT Patna may terminate the contract with immediate effect without assigning any reason. It is also certified that the firm has not been involved in any corrupt and fraudulent activities and has not been declared bankrupt.

Signature.....

Name.....

Capacity in which assigned.....

Name and Address of the Firm.....

Date:

Signature of Bidder with Seal

ANNEXURE – F

FORMAT FOR PERFORMANCE CERTIFICATE

1. Name of the client and full address:
(Telephone/Fax No., Email-ID of the client)

2. Agreement No./ Work Order No.:

- a. Number of Manpower Provided:
 - i. Unskilled-
 - ii. Semi-Skilled-
 - iii. Skilled-
 - iv. High Skilled-
- b. Date of commencement of work :
- c. Date of completion of work :
- d. Value (in INR) of Manpower contract:
- e. Actual Value (in INR) of Manpower Services provided:

3. Overall grading of service: Excellent/ Very good/ Good/ Satisfactory / Poor

Date: ____/____/2024
Place: _____

Signature and seal of the Issuing Authority
With name and designation

ANNEXURE – G

PRE-CONTRACT INTEGRITY PACT

(To be executed on ₹ 100/- Stamp Paper)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry / Department, Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement of any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether India or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries,

whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares the no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be

disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money / Security Deposit

- 5.1 While submitting commercial bid, the BIDDER shall deposit Earnest Money/Security Deposit as specified in the tender document, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of **IIT Patna**
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instruments (to be specified in the RFP).
- 5.2 The Earnest Money / Security Deposit shall be valid up to a period of 180 days and 60 days beyond the contract period respectively or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanction for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding

payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the buyer, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact of payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Dept./MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____

END of the Bid Document.