



INDIAN INSTITUTE OF MANAGEMENT SAMBALPUR

Sambalpur University Campus, Jyoti Vihar,
Burla, Sambalpur, Odisha – 768019

Tender No.: IIMSBP/2018-19/RP/12

25 Jan 2019

Notice inviting Tender for Providing Manpower Outsourcing Services to Indian Institute of Management Sambalpur

Indian Institute of Management Sambalpur, having its office at Sambalpur University Campus, Jyoti Vihar, Burla, Pin-768019, invites **online bids** in two bid systems from highly reputed, well established experience, Professional and financially sound Manpower Service Provider agencies/companies (no brokers, intermediaries or aggregators) for providing Manpower Outsourcing Services to IIM Sambalpur at the address provided above.

Brief Details of Tender:

Tender Description	EMD Value (Rs.)	Contract Period
Tender for Providing Manpower Services to Indian Institute of Management Sambalpur	Rs. 1,60,000/-	One Year

The tender document can be downloaded from institute website: <http://www.iimsambalpur.ac.in> and Central Public Procurement (CPP) portal <http://eprocure.gov.in/epublish/app> and bid is to be submitted online only through the CPPP to the last date and time of submission of the tender.

Critical Dates of Tender:

Sl. No	Particulars	Date	Time
1	Date and Time of online Publication/Download of Tender	25/01/2019	3.00 pm
2	Pre-Bid Meeting Date & Time	30/01/2019	11.00 am
3	Bid Submission start date & time	28/01/2019	10.00 am
4	Bid Submission close date & time	15/02/2019	3.30 pm
5	Closing date & time for submission of original EMD	15/02/2019	3.00 pm
6	Opening of Technical Bid	16/02/2019	10.30 am

1. ABOUT IIM SAMBALPUR

IIM Sambalpur is an institute of National Importance under MHRD as per IIM Act 2018 passed by Parliament. The temporary campus of IIM Sambalpur is located at Jyoti Vihar, Burla, Sambalpur-768019.

2. EARNEST MONEY DEPOSITS (EMD) DETAILS

The Contractor shall deposit Bid Security (EMD) for an amount of **Rs.1,60,000/- (Rupees One Lakh Sixty Thousand Only)** in the form of Demand Draft/Banker's Cheque/ NEFT from Nationalized/ Scheduled bank in favour of **Indian Institute of Management Sambalpur, payable at Sambalpur**

should be submitted as per **Annexure-I**. The EMD should be valid for at least 90 days. The details are mentioned below:

BANK DETAILS:

Name: IIM Sambalpur

Bank Name: State Bank of India

Account Number: 36134431122

Bank Address: Burla Sambalpur main Branch,768017

IFS Code: SBIN002034

Email: procurement@iimsambalpur.ac.in

EMD Exemption

The Institute may accept bids without EMD from those bidders who are registered with the MSME / National Small Industries Corporation (NSIC). Certificate must be enclosed with technical bid for EMD Exemption.

3. ELIGIBILITY CRITERIA

- a) The Bidder should give self-declaration certificate for acceptance of all terms and conditions of tender documents. A duly completed certificate to this effect is to be submitted as per the **Annexure-II**.
- b) The firm should be neither blacklisted by any government department nor there should be any criminal case registered/pending against the firm or its owner/partners anywhere in India. A duly completed certificate to this effect is to be submitted as per **Annexure-III**.
- c) The agency must have registered /branch/ Local office at Odisha (Proof should be submitted).
- d) The bidder should be approved/recognized/registered by Govt. of India/State Govt. for providing Manpower Services. Copy of relevant certificate should be attached. Service Provider should have a valid license from competent license authority under the provision of contract Labour Act, 1970 and Contract Labour Central Rules, 1971 and submit proofs thereof.
- e) The bidder must comply with the statutory requirement, such as registration with ESI, EPF, PAN and GST etc. and submit proofs thereof.
- f) The bidder must have been in existence for the last five year. (Attach copy of relevant certificates, Registration details etc.).
- g) The bidder must have implemented/implementing atleast three contracts of deployment of Technical Staff, office staff and Labors etc. to IITs /NITs /ISC /ISSERs /IIMs / AIIMs/IIITs/Central University /Central Govt. Institutes/Central Govt. Autonomous Institute/Central Govt. Departments during the last 5 years. Copy of agreement / WO must be attached and clearly mentioning number of manpower deployed and annual value of agreement.
- h) Should have served for minimum of 4 No. of clients as Manpower Service Provider out of which minimum 2 No. of clients should be of Govt/Central PSUs.

- i) Each Agency/Contractor shall submit only one Tender for the entire scope of work. Agency/Contractor who submits more than one tender or part tender will be treated as non-responsive & rejected.
- j) Audited Balance Sheets of preceding three years with Income and Expenditure statement and Profit and Loss Account & Audit report of last three years (2015-16, 2016-17, 2017-18) is to be submitted
- k) Average annual turnover should be at least 30 % of the estimated cost during each of the of last three financial years (2015-16, 2016-17, 2017-18) is to be submitted as per **Annexure-IV**.
- l) Firm Should attach list of work orders/documentary evidence where the similar type of work has been executed during previous Seven years from the date of publication of tender as detailed below:
 - i) Three similar work of 40% of the estimated cost **OR**
 - ii) Two similar work of 60% of the estimated cost **OR**
 - iii) One similar work of 80% of the estimated cost

4. INSTRUCTION TO BIDDER

- a) 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 publishing on the CPP Portal.
- b) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- c) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d) 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. All quotation (both Technical and Financial should be submitted in the Eprocurement portal).
- e) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <http://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 <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".

5. INSTRUCTION FOR PREPARATION AND SUBMISSION OF BIDS

- a) **Technical & Financial Bids should be submitted in PDF/Xls. format.**
- b) In case of Financial bids, a standard BOQ format has been provided in PDF/Xls format. Bidders are required to download the BoQ file and fill their financial offer on the same BOQ format. After filling the same, submit it online in PDF/Xls. format, without changing the financial template format. If the BoQ format file is found to be modified by the bidder, the bid will be rejected.

- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.
- d) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- e) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- f) Kindly add scanned PDF of all relevant documents in a single PDF file like, compliance sheet, OEM/Principle Certificate etc.
- g) Bidder should log into 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 time. Bidder will be responsible for any delay due to other issues.
- h) 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.
- i) The technical and financial bids should be submitted online through portal <http://eprocure.gov.in/eprocure/app> in original. The financial bid should include the cost of main equipment/item and its accessories. If there is any separate cost for installation etc. that should be quoted separately.
- j) Each bidder should be marked with the following reference on the top bids submitted online: **“IIMSBP/2018-19/RP/12, dated 27th Jan 2019”**.
- k) The rates should be quoted in figures (typed or printed) and cutting should be avoided. The final amount should be in figures as well as in words. If there are cuttings, they should be duly initialled, failing which the bids are liable to be rejected.

6. MODE OF SUBMISSION OF TENDER

The Agency/Contractor has to submit online bids through e-procurement portal <http://eprocure.gov.in/eprocure/app>.viz. Technical bid (Cover 1) & Financial bid (Cover 2).

a) Technical Bid (COVER-1)

Bidders should comply with the specification of the tendered item in all respect, No deviations are acceptable. The detailed format is attached at **Annexure-V**. The bidder is to complete the same along with supporting documents and submit accordingly.

b) Financial Bid (COVER-2)

Financial bid given with tender is to be uploaded after filling all relevant information. The price should be uploaded strictly as **Annexure-VI** available with the tender failing which the offer is liable for rejection. Kindly quote your offer on for IIM Sambalpur (inclusive of all taxes and charges).

c) Bid Evaluation

IIM Sambalpur evaluates the Commercial Bid of said Bidders who qualify the eligibility criteria and comply to technical qualification. The eligible bidder who will quote the lowest will be awarded the contract. In case of Tie up then who has the highest average turnover in last 3 financial years (2015-16, 2016-17, 2017-18) will be awarded the contract.

Bid Validity Period

The bid will remain valid for 3 months from the date of opening of financial bid as prescribed by IIM Sambalpur. A bid valid for a shorter period shall be rejected, being non-responsive.

7. PAYMENT TERMS

- a) The agency will make payment to the staff on a monthly basis by the **last date** of every month in the individual bank accounts of the outsourcing staff and need to provide a proof of the same by 10th of the month. The Agency will submit the invoice/claim to the IIM Sambalpur on a monthly basis duly supported by proof disbursement of salary to the staff, in triplicate for payment. The payment to the Agency shall be released within 15 days from the date of receipt of invoice provided the claim of the Agency is found to be in order from all angles. The Tax deducted at source and such other taxes/levies as are required by law to be deducted from the produced invoice by agency. The proof of payment of statutory obligations such as ESI, EPF etc. and any other applicable taxes shall be attached with monthly bills by the Agency indicating the names of the employees and amount deposit in respect of each, failing which subsequent payment to the agency shall be withheld.
- b) Client shall reimburse Manpower Outsourcing Agency every month cost of Services that shall include all amounts paid and payable by Manpower Outsourcing Agency to the Associates or on their behalf, whether on a monthly basis or in lump sum, providing the services to Associates by way of salary, statutory benefits such as Provident Fund, ESI, Maternity Benefit, gratuity, Leave Salary, Bonus" and all periodic labour welfare payments as per applicable laws and also other incidental expenses. In case due to any change on any Statute or Law extra benefit is to be paid to the Associates by ISER whether in cash or otherwise, than Client will reimburse to Manpower Outsourcing Agency such extra cost borne by Manpower Outsourcing Agency irrespective of the term of the agreement.

8. CONTRACT PERIOD

That, service of the manpower provided by the contractor to the IIM Sambalpur shall be initially for a period of 1 year commencing from the award of contract and may be extended further by another 1-2 year subject to satisfactory performance and compliance of all terms and conditions of agreement which will be signed by both the parties within 7 days of issue of letter of award. The cost stamp paper etc. will be borne by the Agency. Subsequent extension on satisfactory performance will be at the sole discretion of IIM Sambalpur.

9. SCOPE OF WORK

The contract for providing the manpower is likely to commence from 1st May 2019 and would continue for a period of one year. The period of the contract may be further extended beyond the original term, provided the requirement of IIM Sambalpur for such manpower persists at that time. The Contract may be curtailed /terminated before the contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in IIM Sambalpur requirements etc. IIM Sambalpur, however, reserves the right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider.

IIM Sambalpur has initial requirement purely on a temporary basis of 20-25 Skilled Manpower. The requirements may increase/decrease marginally in any/all the categories/designation or IIM Sambalpur may seek deployment of personnel of any category designation as well.

10. TERMS & CONDITIONS

1. IIM Sambalpur reserves the right to accept/reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.

2. IIM Sambalpur reserves the rights to award the contract/work in full or in parts to any Agency and also terminate the contract/work at any stage if the performance of the Agency is found to be Not Satisfactory.
3. IIM Sambalpur is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch of contract if the Committee is not convinced with the details and proofs submitted by the Vendors.
4. The Institute shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract.
5. That, the contractor will submit the EPF/ESI account each individual employee appointed on outsource basis showing therein the total deposit of EPF/ESI account in a particular financial year of the institute for information.

That, it is further understood and agreed between the parties that any changes in the payments structure viz ES I, PF, Bonus, gratuity and service tax etc. as per the change in the law are recoverable from the client within the said statutory provision of law. The service providers will be raising bill to IIM Sambalpur accordingly. Institute will have all rights to recover the amount paid in excess due to change in statutory provisions if any.

6. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall indemnify the IIM Sambalpur from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify IIM Sambalpur against all claims in this regard.

11. LEAVE RULES

There will be provision of 15 days leave (Including 8 days casual leave and 7 days leave on the pattern of Earned Leave) in a Calendar Year (In addition to the gazette holidays applicable in IIM Sambalpur) Subject to prior sanction. No Carry Forwarding of any type of leave beyond a year is permissible. No other kind of paid leave will be admissible to the deployed manpower.

12. TERMINATION OF THE CONTRACT

The contract may be terminated in any of the following contingencies:

1. On the expiry of the contract period, without any notice.
 - On giving one month's notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the service.
 - On assigning of the contract or any part thereof or any benefit or interest therein on there under by the Contractor to any third person for sub-letting the whole or a part the contract to any third person, without any notice.
 - On Contractor being declared insolvent by the competent Court of Law without any notice.
2. In case the Contractor is not interested to continue the contract subject to the condition that the Contractor shall give minimum three months' notice. If the Contractor does give the requisite notice as mentioned before, then his security deposit shall be forfeited and bank Guarantee shall be encashed in proportion to the period falling short of the specified notice period.
3. Provided that during the notice period for termination of the contract, in the situation

contemplated above, the contractor shall keep on discharging his duties before till the expiry of notice period.

13. TERMINATION FOR IN SOLVENCY

- a) The IIM Sambalpur may at any time terminate the Contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.
- b) The courts of Sambalpur alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this purchase. It is specifically agreed that no court outside and other than Sambalpur Court shall have jurisdiction in the matter.

14. FORCE MAJEURE

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

15. ARBITRATION

In the event of any dispute or difference arising under this tender, the Director, IIM Sambalpur or his nominee is the arbitrator and the decision of the arbitration will be binding on both parties.

IIM Sambalpur reserves the right to accept or reject any or all the tenders in part or in full or may cancel the tender, without assigning any reason thereof.

- a) The venue of the arbitration shall be the place from where the order is issued.
- b) The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- c) All disputes shall be subject to Raipur Jurisdiction only.
- d) IIM Sambalpur shall not be responsible for any postal delay, non-receipt or non-delivery of the EMD & Tender Fee.
- e) **IIM Sambalpur may issue amendment/corrigendum to tender documents before due date of submission of bid. Any amendment/corrigendum to the tender document if any, issued by IIM Sambalpur will be posted on CPP Portal and IIM Sambalpur website. For the bidders, submitting bids on downloaded tender document, it is 'bidders' responsibility to check for any amendment/corrigendum on the website of IIM Sambalpur or check for the same CPP Portal before submitting their duly completed bids.**

ANNEXURE – I

To

Procurement Department
Indian Institute of Management Sambalpur
Jyoti Vihar, Sambalpur - 768019
Odisha

Sub: - EMD Details

Ref: - Tender No. IIMSBP / 2018-19/ RP/ 12 dated 25-01-2019

(Notice Inviting Tender for Providing Manpower Outsourcing Services of IIM Sambalpur).

Dear Sir,

The following demand draft/banker's cheque/ bank guarantee in favour of IIM Sambalpur are enclosed herewith towards EMD.

Detail of DD/NEFT	Amount	DD/NEFT No.	DD/NEFT Date	Bank Name
EMD	Rs.1,60,000/-			

Thanking you

Yours faithfully,

(Authorised Signatory with Seal)

ANNEXURE – II

To

Procurement Department
Indian Institute of Management Sambalpur
Jyoti Vihar, Sambalpur - 768019
Odisha

Sub: - Self Declaration Certificate

Ref: - Tender No. IIMSBP / 2018-19/ RP/ 12 dated 25-01-2019

(Notice Inviting Tender for Providing Manpower Outsourcing Services of IIM Sambalpur).

Dear Sir,

With reference to the above, I am/ We are offering our competitive bids for Notice Inviting Tender for Providing Manpower Outsourcing Services of IIM Sambalpur, I / We hereby reconfirm and declare that I / We have carefully read, understood and complying the above referred tender document including instructions, terms and conditions, specifications, schedule of quantities and all the contents stated therein.

I / We also confirm that the rates quoted by me/us are inclusive of all taxes, duties etc, applicable as on date and are for IIM Sambalpur Campus, Jyoti Vihar, Burla, Sambalpur.

Date:

Place:

Authorized Signatory

Name:

Designation:

Contact No.:

Email ID:

ANNEXURE – III

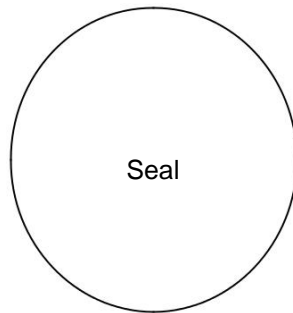
CERTIFICATE

(To be provided on letterhead of the firm)

I hereby certify that the above firm neither blacklisted by any Central / State Government / Public Undertaking / Institute nor is any criminal case registered/pending against the firm or its owner/ partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case, at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:



Seal

Authorized Signatory

Name:

Place:

Designation:

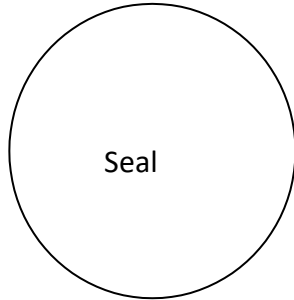
Contact No.:

ANNEXURE-IV

Annual Turnover Details:

Evaluation Criteria			Remarks
Bidder's Annual Turnover for last three financial years	Financial Years	Turnover in Rs.	Supporting Documents are to be attached along with the Annexure-IV
	2017-2018		
	2016-2017		
	2015-2016		

Date:



Authorized Signatory:

Name:

Designation:

Contact No:

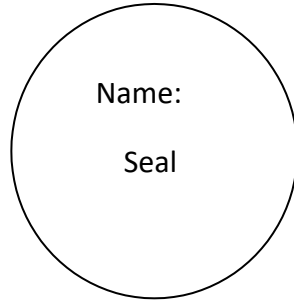
Place:

ANNEXURE-V
TECHNICAL BID (COVER-1)

Sl. No	Description	Information
1	Name and address of Tendering Manpower Service Provider	
2	Date of Incorporation of Company (Attach ROC Registration certificate, Partnership Deed or any other relevant legal document)	
3	Details of Earnest Money Deposit	DD/NEFT No. _____ Date _____
4	Name of the Director/ Partner	
5	Full Address of Registered Office: Contact No: FAX No: E-Mail Address:	
6	Full Address of Operating Branch/Office in Odisha: Contact No: FAX No: E-Mail Address:	
7	<u>Bank Details</u> Account Holder Name- Bank Name- Account No- IFSC Code- Branch Address-	
8	GST No. (Attached attested copy)	
9	Employee Provident Fund Registration No: (Attached attested copy)	
10	Employee State Insurance Registration No: (Attached attested copy)	
11	The Bidder should give self-declaration certificate for acceptance of all terms and conditions of tender documents.	
12	The firm should be neither blacklisted by any government department nor there should be any criminal case registered/pending against the firm or its owner/partners anywhere in India. A duly completed certificate to this effect is to be submitted.	
13	The bidder must have implemented/implementing atleast three contracts of deployment of Technical Staff, office staff and Labors etc. to IITs /NITs /ISC /ISSERs /IIMs / AIIMs/IIITs/Central University /Central Govt.	

	Institutes/Central Govt. Autonomous Institute/Central Govt. Departments during the last 6 years. Copy of agreement / WO must be attached and clearly mentioning number of manpower deployed and annual value of agreement.	
14	Should have served for minimum of 4 No. of clients as Manpower Service Provider out of which minimum 2 No. of clients should be of Govt/Central PSUs.	
15	The firm should attach list of Work Orders/ documentary evidence where the similar type of work has been executed during previous seven years from the date of publication of tender as detailed below: i) Three similar works of 40% of the estimated cost OR ii) Two similar works of 50% of the estimated cost OR ii) One similar work of 80% of the estimated cost	

Date:



Authorized Signatory:

Name:

Designation:

Place:

Contact No:

ANNEXURE-VI

FINANCIAL BID (COVER-2) (TO BE FILLED ONLINE)

Name of the Agency along with Address and Telephone No. :

Description of work: Contract for providing manpower on outsourcing basis in IIM Sambalpur as per qualification, pay structure and job requirements of each category of such staff on contract basis as per details mentioned in the tender document subject to fulfilment of other terms and conditions of the Agreement.

AMOUNT QUOTED:

Service Charges*

(Please quote the Rate)

(In Figure) : _____ (In Percent)

(In Words) : _____ (In Percent)

Taxes (If any)

(In Figure) : _____ (In Percent)

(In Words) : _____ (In Percent)

Total:

(In Figure) : _____ (In Percent)

The bidder will have to specify the amount to be charged towards service charges for providing manpower's on outsource basis. It may also be noted that in order to eliminate frivolous bids and disguised charges / deduction form salary of personal service providers bidding at zero percent service charges or below 2 percent service charges shall be disqualified.

(If two or more agencies quote the same rate / fee then decision of tender committee will be final for selection of L-1 vendor based on higher eligibility criteria)

Certified that I/We have read the instructions given in the tender documents. I/We undertake to supply the required categories and number of manpower. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

(Signature of Bidder/ Contractor) with sealed stamp