

# INDIAN INSTITUTE OF MANAGEMENT BODH GAYA

Directorate of Distance Education Building  
Magadh University Campus, Bodh Gaya  
Bihar- 824234

## TENDER ENQUIRY

Tender No: NIT/IIM Bodh Gaya/Service-Contract/02/2018-19

Dated 30.05.2018

Sealed tenders are invited from registered Agencies/Firms/Companies/Service Providers to provide jobs/Services through contract for Maintaining the offices, moving in/out registers/files and letters, record keeping of the offices and photo copying etc. under various departments of Indian Institute of Management Bodh Gaya. The tender document fee of Rs.1000/- (Non-refundable) must be deposited by the tenderer by Demand Draft in favour of 'IIM Bodh Gaya' and payable at Bodh Gaya along with the tender documents. Tender document fee should be kept in EMD (Earnest Money Deposit) envelope. Tender without tender document fee will not be considered.

### General Terms & Conditions:

1. The bidder must be a legally constituted proprietary firm/ partnership firm/ limited company or corporate body who possess the required licenses, registrations etc., as per law valid at least for 12 months from the date of the opening of tender for providing the above said services.
2. The bidders should quote their offer/rates in clear terms without ambiguity.
3. The rates quoted should be inclusive of all taxes, and these taxes should be shown separately.
4. The rates should be quoted both in figures and words and legibly written without any over-writings. In case of any correction, the same must be attested by the bidder with full signature; however, no over-writing is permissible.
5. In case of any discrepancy between the rates in figures and that in words, the rate in words will be accepted as correct.
6. In case the last date for receipt of the bid is declared a holiday for IIM Calcutta, then the bids will be received up to the given time on the next working day.
7. Bids received after the deadline of receipt indicated above, shall not be taken into consideration. Postal or courier delay will not be considered and the Tender received late will be rejected.
8. IIM Bodh Gaya reserves the right to accept or reject any or all the tenders on whole or in part without assigning any reason thereof.
9. TDS and other taxes as applicable will be deducted from the agency's bill as per Govt. norms from time to time. The GST (if claimed by the agency) will be reimbursed only after the submission of proof of payment of GST. Moreover, the GST challan should match the claim preferred against the Institute.

### Procedure for submission of Bids

1. The bids shall be submitted in three parts, viz. (i) EMD of Rs.30,000/- in the form of Demand Draft in favour of 'IIM Bodh Gaya' payable at Bodh Gaya along with Tender fee of Rs.1000/-in DD (ii) Techno-commercial bid.
2. The above two bids must be signed & sealed by the bidder in separate cover duly super-scribed EMD, Techno-commercial bid respectively and two signed sealed covers are to be put in a bigger cover which should also be signed & sealed and duly super-scribed as 'Bid for providing various services at Indian Institute of Management Bodh Gaya'.
3. Earnest Money can be forfeited in case of non-completion/part completion/delayed completion of services unless permitted in writing by IIM Bodh Gaya.
4. A bidder who submits more than one bid shall be disqualified.
5. Self-undertaking to be provided regarding information submitted in the Bid is correct and if found false in future also, contract may be terminated.
6. The bids shall be opened in the Office of Senior Administrative Officer (Purchase), IIM Calcutta on the date and time given in the enquiry letter in the presence of Tender Committee members. The bidders themselves attend the bid opening meeting or may send their authorized representative to attend the bid opening meeting, if they so desire. In the event of the above bid opening date being declared holiday for IIM Calcutta, the bids will be opened at the given time and place on the next working day.
7. Techno-commercial Bid will be opened only after opening and checking Tender Fee/EMD envelope and found as per notice.
8. In case the bid being submitted by a firm/agency, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, a tender be signed in the manner laid down in the said Company's Article of the Association. The signatures on the tender will be deemed to be authorized signatures.
9. An Index Page showing contents/ annexure and page no. should be annexed first followed by relevant documents with proper page numbering and signed by the owner of the firm or his/her authorised signatory as token of acceptance of terms and conditions. In case the tenders are signed by the authorised signatory, a copy of the power of attorney/ authorisation may be enclosed along with tender.
10. Any change with respect to this tender will be intimated accordingly.
11. The bidder has to sign in full at all pages of the bidding document.

### Techno-commercial Bid

**Techno-commercial bid** should contain papers regarding registration of the firm, Bio-data of the firm in prescribed format as **Annexure-I**, Balance Sheet for the last 3 financial years and minimum annual turnover of the firm should be **25 (twenty five)**

lakhs per annum in the last three Financial Years, Photocopy of GST Registration, IT PAN card, Proof of ESI registration, Proof of EPF registration, License issued by the Dept. of Labour, Proof of work experience [minimum experience should be of 03 (three) years for providing of such services in Central Govt., Technical Institutes, Corporate house, PSU, etc]. There should be no case pending with the police/court against the proprietor/firm/partner or the company (Bidder), a Declaration in this regard to be provided.

Commercial bid should contain a salary break up structure based on 'Minimum Wages of Central Govt. notification' in a prescribed format given at **Annexure - II**. Break up detailed structure of Minimum Wages of Central Govt. employees needs to be attached considering all statutory obligations and PF, ESI coverage. Please furnish the final billing amount as well including service charges/industrial cost payable to the service provider.

#### **Terms & Conditions for providing various services**

1. IIM Bodh Gaya may require job/Services for maintaining the offices, moving in/out registers/files and letters, record keeping of the offices and photo copying etc. under various departments. Area and quantum of services required may vary from time to time and as per requirement. IIM Bodh Gaya reserves the right to reduce or increase the services, if considered necessary. The man-power deployed by the agency to provide such services should work as per the working days and timings of the Institute.
2. Any discrepancies or disputes arising out on account of non-adherence to statutory & Labour laws would be the responsibility of the service providers & IIM Bodh Gaya will not be responsible for the same.
3. The service provider shall not pay to the persons engaged by him less than the minimum wages as per Central Govt. notification and as applicable at IIM Bodh Gaya.
4. IIM Bodh Gaya will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act 1948, Workman Compensation Act 1923, Payment of Gratuity Act 1972, Employee's Provident Fund and Miscellaneous Provisions Act 1952 or any other statutory liability shall be made by the service provider and challan/receipt must be enclosed with the monthly bill.
5. Bill should be submitted by the agency on monthly basis and payment will be made after due verification of the same and recommendation from concerned officer. Billing amount will depend upon the number of employees deployed and wages paid to the employees concerned along with statutory dues, service charges etc.
6. Copies of payment of PF/ESI/Statutory dues should be furnished to the IIM Bodh Gaya on a monthly basis along with a declaration stating that the PF contribution/ESI deduction pertaining to the personnel engaged in IIM Bodh Gaya have been included in the respective challans.
7. Before submission of the bill, the service provider shall ensure that the payment of persons deployed by the agency have been made for the billed period. The agency must ensure the wages to deployed personnel by **7th of each month** through Bank to the deployed personnel and proof of credited amount should be produced before the coming month bill.
8. The deployed personnel by the service provider will always keep Identity Card with them for verification while working.
9. Identity cards to his employees, as required under the law may be provided at his own cost. IIM Bodh Gaya shall not pay any extra charges to the service provider against these items.
10. A formal declaration has to be submitted by the agency that the personnel deployed by the agency are all employees of the service provider. IIM Bodh Gaya shall not have any liability/responsibility to absorb the persons engaged by the service provider and/or to extend any type of recommendation etc. for obtaining any job in IIM Bodh Gaya or elsewhere.
11. The details of the persons deployed by the agency with bio data, attested proof of identity, the latest photographs of all the persons shall be supplied to IIM Bodh Gaya for record.
12. Any change of manpower deployed by the service provider should be intimated in advance. IIM Bodh Gaya shall have the right to replace or stop any job/services without assigning any reason whatsoever and the substitute shall have to be provided by the service provider immediately, if required.
13. Necessary license, permit, consent, sanction etc. as may be required or called for from / by local or any other authority for doing such job shall be obtained. The service provider shall comply at its own cost with all applicable laws, rules and regulation in force from time to time whether of Central or State Govt. as applicable to him or this contract without any liability and responsibility to IIM Bodh Gaya, whatsoever it may be.
14. The persons deployed by the service provider should not have any Police Records/Criminal cases against them. Service provider will be required to produce antecedents duly verified by police of the personnel deployed at IIM Bodh Gaya. The character and antecedents of each personnel of the service provider will be verified by the service provider before their deployment after investigation by the Local Police & collecting proofs or identity like Driving License, Previous Work Experience, Proof of Residence and recent photograph and a certification to this effect submitted to the Institute. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The agency shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request. The service provider should ensure that his worker does not smoke, not indulge in drinking alcohol or intoxicants or in gambling.
15. Any dispute arising out of or in any way connected with the contract shall be deemed to have arisen in *Kolkata/IIM Bodh Gaya* and only courts in *Kolkata/Bodh Gaya* shall have jurisdiction to determine/decide the same.
16. Names of the Proprietor, Directors, consultant and top executives (with address, phone number etc.) should be furnished with the tender.
17. The period of contract will be for two years from the date of commencement of services/work which may be extended for a further period of one year subject to satisfactory performance and requirement of the Institute.
18. Job/services to be provided at the Institute may increase or decrease as per the requirement. The exact area & quantum of services required on a particular department/section of the Institute will be communicated by the Institute and the payment will be made accordingly.
19. The service provider will maintain a daily Attendance Register of the personnel along with their deployment position at the Institute to be produced with the monthly bill of the agency for monthly payment to be made duly countersigned by the concerned officer.
20. The service provider shall submit to IIM Bodh Gaya an attested photocopy of the Attendance Record with the monthly bill of the personnel deployed showing their arrival and departure time.
21. The agency must have proper mechanism for Intake, verification of candidate's character and antecedents, management and placement of the skilled manpower.

22. Work experience along with work /job orders of the service provider for providing manpower during the last five years may be furnished.
23. The service provider will provide job/service of the specified standards only (in terms of qualifications and skill requirements) for each area/department of job/service as required by the Institute.
24. The persons deputed shall not be below the age of 18 years and should be physically fit, healthy for performing assigned duties.
25. Representative of service provider shall be in charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of IIM Bodh Gaya, they shall work under the directives and guidance of *IIM Bodh Gaya*.
26. The person deployed by the service provider should be disciplined and will not participate in any activity prejudicial to the interest of IIM Bodh Gaya. In case any of the person so deployed by the service provider does not come up to the mark in terms of general discipline or does not perform her / his duties properly or indulges in any unlawful activity including riots or disorderly conduct, the service provider on the order of the Institute, shall immediately withdraw such person(s) from the premises of the institute.
27. In case of personnel of the service provider implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/ their duties for IIM Bodh Gaya, it shall be the sole responsibility of the service provider to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to IIM Bodh Gaya.
28. In case IIM Bodh Gaya is implicated in any law / suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the service provider, all cost of defending such suit settlement of claims, penalty etc. shall be borne by the service provider or recovered from the due amounts payable to the agency and or from the security deposit held by IIM Calcutta.
29. The decision of Competent Authority, IIM Bodh Gaya in regard to interpretation of the terms and conditions and the agreement shall be final and binding to the service provider.
30. The Competent Authority, *IIM Bodh Gaya* shall be the sole authority to decide and judge the quality of service rendered by the agency and all other matters and his decision shall be final and binding.
31. The scope of work & the terms and conditions of tender shall form the part and basis of the contract and decision of the Institute in reference to all matters of dispute shall be final and binding.
32. No accommodation will be provided by IIM Bodh Gaya for the personnel deployed by the agency.
33. Any violations of these terms and conditions will lead to termination of the contract with the agency, forfeiture of the security amount and blacklisting of the service provider for future works.

#### **Award of Contract**

1. On acceptance of the tender, the EMD deposited by the Bidder in the form of Demand Draft of Rs.30,000/- (Rupees thirty thousand) to IIM Bodh Gaya will be kept as Performance Security on award of the contract which will be refundable without interest after successful completion of the contract and no liabilities from the agency or its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities of the worker etc. In case of any change of constitution of the service provider, the rights of *IIM Bodh Gaya* should not suffer.
2. The lowest bidder may not be necessarily awarded the work. The credibility and experience of the bidder will be preferred by the Tender Committee while awarding the work.

#### **Terms & Conditions of Termination**

1. The contract may be terminated by serving one month's notice, in case the service provider :
  - assigns or sub contracts any of the service
  - violation/ contravention of any of the terms and condition mentioned herein.
  - performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction
  - any violation of instruction / agreement or suppression of fact
  - Contractor being declared insolvent by competent court of law.
2. If service provider willing to exit this contract, a two month's notice, in advance should be produced by the agency.
3. On termination of the contract, it shall be the responsibility of the service provider to remove his persons immediately. IIM Bodh Gaya shall not indemnify any loss caused by the agency by such termination, whatsoever it may be. During the notice period of the termination of the contract in the situation contemplated above, the service provider shall keep on discharging his duties till the expiry of the notice period.
4. In the event of premature closure of the contract for the said reason, the security deposit money shall be absolutely forfeited by IIM Bodh Gaya.
5. At the end of contract period / termination of the contract, the agency shall hand over the charge to the new service provider (appointed by IIM Bodh Gaya) without any hindrance. In case of non-compliance, the security deposit shall be forfeited.

The sealed quotation along with the terms and conditions of the tender duly signed and sealed in all pages must reach on or before 19<sup>th</sup> June, 2018 by 2.00 P.M. positively at the Office of the Senior Administrative Officer (Purchase), IIM Calcutta, Diamond Harbour Road, Joka, Kolkata - 700104. The tender will be opened at 19<sup>th</sup> June, 2018 at 2.15 P.M.



**Senior Administrative Officer (Purchase), IIM Calcutta &  
Convener (Purchase Committee), IIM Bodh Gaya**

**CHECK LIST FOR TECHNO-COMMERCIAL BID**

**Name of Work:** Maintaining the offices, moving in/out registers/files and letters, record keeping of the offices and photocopying etc. under various departments of IIM Bodh Gaya

1. Name of service provider/agency/firm: \_\_\_\_\_  
 2. Address: \_\_\_\_\_  
 \_\_\_\_\_

3. Name of the Authorized Signatory: \_\_\_\_\_  
 4. Registration for providing of services : \_\_\_\_\_  
 5. Establishment Registration (SSI No) (Enclose proof) : \_\_\_\_\_  
 6. Registration No.(Enclose Photocopy) : \_\_\_\_\_  
 7. GST Registration No. (Enclose Photocopy) : \_\_\_\_\_  
 8. PAN Number (Enclose Photocopy) : \_\_\_\_\_  
 9. PF Registration Number (Enclose Proof) : \_\_\_\_\_  
 10. ESI Registration Number (Enclose Proof) : \_\_\_\_\_  
 11. Income Tax returns for the last 3 years (2014-15, 2015-2016 & 2016-2017)(Enclose Proof) :

12. Certified Copy of the Financial Status (Bank statement/Income Expenditure account/profit and loss account), for the last 3 years (2014-15, 2015-2016 & 2016-2017) (Enclose Proof) : \_\_\_\_\_  
 13. Certified Copy of Balance sheet of the Agency for the last 3 years (2014-15, 2015- 2016 & 2016-2017)(Enclose Proof) :

14. Any other information : \_\_\_\_\_  
 15. Details E.M.D. (Rs.30,000/-):  
     a. Draft No. : \_\_\_\_\_ Dated: \_\_\_\_\_  
     b. Issuing Bank : \_\_\_\_\_

16. Details of Experience in the similar Field (attach copies from the Agency)

S.N.	Period	Organisation	Details of work experience of similar nature	From	To

(If required, enclose separate sheet)

17. Annual Turnover (last three financial years):-

Year	Turn Over (In rupees)	Document (Attach Photocopy)

I/we accept all the terms and conditions of the tender notice.

Date : .....

Name and signature of the Tenderer  
with seal

Place : .....

**Annexure -II**

**PROFORMA OF FINANCIAL BID**  
**TO PROVIDE VARIOUS SERVICES AT IIM BODH GAYA**

Service charges per person per month for providing un-skilled manpower required etc, at IIM Bodh Gaya  
 Note: Documents having Corrections and alterations shall not be accepted.

Category	Approximate Number Of Persons Required to provide the services	Central Govt. Minimum Wage Amount per month (in Rs.) for 26 days	Mandatory charges * Payable on base price (Minimum Wage)			Service charge ( % )	Total
			EPF	ESI	GST		
Un-skilled	Attendant/ Peon - 03						
	House-keeping staff- 06						
	Security Guard - 03						
	Supervisor (House-keeping & security)- 01						

**CRITERIA FOR DECIDING SUCCESSFUL BIDDER:**

1. L1 will be arrived based on the % of service charge quoted.
2. Tenders with service charge less than a pre-specified benchmark of percentage will not be considered.
3. The acceptable base percentage will be announced (in a sealed cover) just before opening of financial bids in the presence of all bidders.
4. In case of a tie in the lowest bid, the decision of the Director shall be final and binding.

I/we accept all the terms and conditions of the tender notice.

Date : .....

Name and signature of the Tenderer  
with seal

Place : .....