

विद्या परं दैवतम्

IIM

भारतीय प्रबंध संस्थान विशाखपट्टणम
Indian Institute of Management Visakhapatnam

**TENDER FOR
PROVIDING MANPOWER SERVICES
(Unskilled, Semi-Skilled, Skilled and Highly Skilled)**

Indian Institute of Management Visakhapatnam (IIMV) invites bids through e-Procurement mode (CPPP) in two-part systems for providing Technical and Non-Technical Manpower Services in IIMV campuses.

Tender No: IIMV/Admin/Tender/T&NT Services/2024-25/003, dated 01-11-2024

Indian Institute of Management Visakhapatnam
Gambheeram Village, Anandapuram (Mandal)
Visakhapatnam, Andhra Pradesh - 531163

Notice Inviting Tender

Indian Institute of Management Visakhapatnam (IIMV) invites tenders from interested parties, in two bids systems for the following services:

S.No	Item name	Description
1	Service Description	For engagement of agency for providing Manpower for Technical and Non-Technical services (unskilled, semiskilled, Skilled, Highly Skilled) and Clerical Staff) in the areas of Housekeeping, facilities management, Administrative & academic support, Nurses, Technical Support and Building management services etc on outsourcing basis.
2	Tender No and Date	No: IIMV/Admin/Tender/T&NT Services/2024-25/003, dated 01-11-2024
3	Tender Fee	NIL
4	Earnest Deposit Money (EMD)	Rs. 12,00,000 (Rupees Twelve lakh only) (NEFT/DD/Pay Order to be drawn on any nationalized bank in Favor of "Indian Institute of Management Visakhapatnam" and payable at Visakhapatnam). EMD is exempted for MSEs/NSIC registered agencies. NEFT Details: A/c Name: IIM Visakhapatnam Bank Name: Union Bank of India A/c No. 105610100057740 IFSC: UBIN0810568
5	Contract Period	Initially for a period of Two Years (May be extended by one more year based on satisfactory feedback from all stakeholders of the Institute, requirement at that point of time, at the discretion of the Competent Authority on mutually agreeable terms and conditions)
6	Date & Time of Online Publication/ Download of Tender	01-11-2024 1600 Hrs
7	Pre-bid Meeting Date, Time & Venue	Date: 06 November 2024 Time: 1500 Hrs Venue: Conference Room, North Block, Main Building, Permanent Campus, Gambheeram Village, Anandapuram Mandal, Visakhapatnam - 531163
8	Closing Date & Time for submission of bids in e-procurement portal (CPPP)	21 Nov 2024, by 03:00 pm
9	Opening of Technical Bids	22 Nov 2024, 03:00 pm
10	Contact person	Chief Administrative Officer (Administration) Indian Institute of Management Visakhapatnam Gambheeram Village, Anandapuram (Mandal) Visakhapatnam - 531163, Andhra Pradesh Email : procurement@iimv.ac.in Tel : 0891-2824425


Chief Administrative Officer (Administration)
IIM Visakhapatnam

1. ABOUT IIM VISAKHAPATNAM

Indian Institute of Management Visakhapatnam (IIMV) is an Institute of National Importance under the Indian Institutes of Management Act, 2017. Currently, the campus of IIM Visakhapatnam is operating from two locations i.e. City Campus at Adhra University and Permanent Campus at Gambheeram, Anandapuram Mandal, Visakhapatnam.

2. SCOPE OF WORK:

(a) **Scope of Work:** The bidder shall be responsible for providing Manpower for Technical and Non-Technical services (unskilled, semiskilled, Skilled, Highly Skilled) and Clerical Staff) in the areas of Housekeeping, facilities management, Administrative & academic support, Nurses, Technical Support and Building management services etc on outsourcing basis at the IIM Visakhapatnam Permanent Campus and City Campuses. The services shall cover, but are not limited to, the following domains:

- Housekeeping Services
- Facilities Management
- Administrative and Academic Support Services
- Healthcare Services (Nursing and related activities)
- Technical Support Services
- Building Management Services

(b) **Deployment of Manpower:** The bidder must ensure the provision of manpower for the following critical operational areas:

(i) **Technical Services:** This includes deployment in areas such as Electrical Maintenance, Civil Works, HVAC (Heating, Ventilation, and Air Conditioning), and overall Building Management Services, including minor and major repair works.

(ii) **Non-Technical Services:** Deployment is required for Housekeeping, Classroom and Office Support, Gardening, and Administrative and academic assistance. In addition, manpower for healthcare services, particularly nursing staff at the Institute's Health Centre, must be provided.

(iii) The manpower must be competent and trained as per the Government of India's standards for respective trades and categories, ensuring seamless functioning of Electrical, Civil, and Building Facilities Management, Healthcare Operations, and administrative duties.

Sl.No	Category of Manpower	No persons required (Tentative)
1	Unskilled Manpower	134
2	Semi-skilled Manpower	10
3	Skilled Manpower	24
4	Highly Skilled	21
Total		189

Note for Bidders:

- (i) The specified number of personnel across various categories is indicative and subject to variation based on actual requirements during and post-deployment. The Institute reserves the right to increase or decrease the number of staff as per operational needs.
- (ii) Bidders are encouraged to conduct a site visit to both the Permanent and Temporary campuses of the Institute for a comprehensive understanding of the scope of work. This visit may be arranged on prior intimation during office hours, on or before 28th October 2024.
- (iii) In the event of an increased requirement due to the expansion of work or the introduction of new services, the selected agency shall be obligated to provide the additional services under the same terms and conditions as outlined in the initial agreement.

- (iv) The requirement for temporary manpower deployment may arise for Institute-related events, conferences, seminars, and other activities at various locations, as per the exigencies of the Institute.

3. ELIGIBILITY CRITERIA

- a) The Bidder/Company/Firm/Agency shall mandatorily be registered with the appropriate statutory authorities, such as the Labour Commissioner or other relevant registration bodies, in accordance with the extant provisions of law.
- b) The bidder should be a firm/company/proprietary registered under a suitable Act with its Registered/Branch office in Visakhapatnam, Andhra Pradesh.
- c) The Bidder/Company/Firm/Agency shall have a minimum of five (5) years of experience in rendering manpower services, both Technical and Non-Technical (comprising unskilled, semi-skilled, skilled, and highly skilled categories), on an outsourcing basis to Public Sector Undertakings (PSUs), Nationalized Banks, Government Departments, Research Institutes, or reputed Private Sector Entities.
- d) The Bidder/Company/Firm/Agency must possess valid and subsisting registrations/licenses under the Employees' Provident Fund Organisation (EPFO), Employees' State Insurance Corporation (ESIC), Contract Labour (Regulation and Abolition) Act, 1970 [CL(R&A)], and other applicable labour laws/legislations as required for the provision of outsourced manpower services for Technical and Non-Technical functions, including but not limited to housekeeping, facilities management, and building management services.
- e) The Bidder/Company/Firm/Agency must be duly registered under the Goods and Services Tax (GST) regime and possess a valid Permanent Account Number (PAN) under the Income Tax Act, 1961.
- f) The Bidder/Company/Firm/Agency must have achieved an average annual financial turnover of not less than ₹3 Crores during each of the last three (3) financial years and shall not have incurred net losses in any of the said financial years.
- g) As on the date of submission of the bid, the Bidder/Company/Firm/Agency must have at least one running contract for providing manpower services, both Technical and Non-Technical, to a Central/State Government organization, Centrally Funded Technical Institution (CFTI), or Public Sector Undertaking (PSU) with a minimum deployment of not less than forty (40) personnel per day.
- h) The Bidder/Company/Firm/Agency must not have been involved in any major litigations and shall not have been blacklisted or debarred from participating in any tendering process by any Central/State Government Department, Organization, or Public Sector Undertaking (PSU).

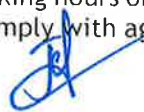
Important Note:

- (i) The Bidder/Company/Firm/Agency is required to submit documentary evidence in support of each of the above-mentioned eligibility criteria in the same order, duly indexed and numbered, along with the Technical Bid.
- (ii) All documents submitted must be duly attested by the authorized signatory of the Bidder/Company/Firm/Agency and must bear the official seal of the entity.

4. OBLIGATIONS OF THE AGENCY

- (i) Legal Registrations and Compliance: The Bidder/Agency shall ensure valid registrations under all applicable laws, including but not limited to the Companies Act, the Contract Labour (Regulation and Abolition) Act, the Employees' Provident Fund Act, the Employees State Insurance Act, and the Minimum Wages Act. All statutory records and registers must be maintained for reporting and inspection by relevant authorities.
- (ii) Verification of Credentials: The Bidder/Agency shall verify and submit documentary evidence, including biodata, qualifications, experience, and police verification of the manpower deployed. Any falsification of documents or credentials shall be considered a material breach of the contract, subjecting the Bidder/Agency to legal action and contract termination.
- (iii) Police and Character Verification: The Bidder/Agency shall conduct police verification and background checks of all personnel prior to deployment. These records must be made available to the Buyer upon request.

- (iv) Documentation and Reporting: The Bidder/Agency shall furnish comprehensive details of the deployed personnel, including monthly lists, biodata with antecedents, Aadhaar card copies, identity cards, police verification certificates, and Provident Fund account details. These documents must be submitted within stipulated time frames.
- (v) Single Point of Contact (SPOC): The Bidder/Agency shall designate a dedicated coordinator (SPOC) responsible for continuous communication with the Buyer to ensure uninterrupted and optimal service delivery.
- (vi) Attendance and Biometric Tracking: The Bidder/Agency shall maintain accurate attendance records via physical registers or Aadhaar-based biometric systems installed at the Buyer's premises.
- (vii) Uniform and Identification: All personnel must be provided with identity cards, uniforms, and necessary equipment such as shoes, belts, lathis, raincoats, and torches. These must be worn during working hours.
- (viii) Leave Management and Substitution: In cases where deployed personnel take leave, the Bidder/Agency must provide suitable replacements as per mutually agreed-upon terms with the Buyer. Notification of long-term leave or permanent exit of any personnel must be communicated at least one month in advance.
- (ix) Disciplinary Control: The Bidder/Agency shall be accountable for any misconduct or indiscipline by the deployed personnel, and must take corrective action as required by the Buyer.
- (x) Statutory Compliance: The Bidder/Agency shall ensure strict adherence to all statutory requirements, including timely remittance of EPF and ESI contributions, and the issuance of wage slips with clear details of deductions. Proof of compliance must be provided to the Buyer before submitting claims for subsequent payments.
- (xi) Timely Wage Payment: Wages to all personnel must be disbursed through bank transfers within the legally prescribed timelines. Failure to adhere to this obligation will result in penalties or deductions from the Bidder/Agency's dues.
- (xii) Grievance Redressal: The Bidder/Agency shall be solely responsible for addressing grievances and resolving disputes related to the deployed personnel. The Buyer shall not be involved in any employment-related issues or disputes.
- (xiii) Confidentiality and Non-Disclosure: The Bidder/Agency and its personnel shall treat all data and information obtained from the Buyer as confidential and shall not disclose it to any third party without written consent. A non-disclosure agreement shall be signed by all personnel, and breach of confidentiality will result in legal and contractual penalties.
- (xiv) Employment Relationship: For all purposes, the personnel deployed by the Bidder/Agency shall not be considered employees of the Buyer, and no claims for benefits such as regular employment status, perks, or medical facilities shall be entertained by the Buyer.
- (xv) Shift Management and Overtime: Personnel shall not be permitted to work in more than one shift per day. The Bidder/Agency shall be responsible for ensuring compliance with labor laws regarding shift work, weekly offs, and other statutory entitlements.
- (xvi) Liability for Damages: The Bidder/Agency shall bear full responsibility for any damages or losses caused by the deployed personnel. The Buyer shall not be held liable for any injury, financial loss, or claims arising from the performance of duties by the deployed personnel.
- (xvii) Statutory Reporting: The Bidder/Agency must submit periodic returns as required under the EPF, ESI, and other applicable laws, and provide proof of such submissions to the Buyer within seven days of filing.
- (xviii) Licenses and Renewals: The Bidder/Agency shall ensure that all licenses, permissions, and registrations required for providing services remain valid throughout the contract period. Failure to maintain compliance will result in contract penalties or termination.
- (xix) ESIC/EPF Enrolment: The Bidder/Agency shall ensure all personnel are enrolled in statutory organizations such as EPFO and ESIC, and shall provide identity cards issued by these authorities. Regular updates on contributions and balances must be shared with the deployed personnel.
- (xx) Penalties for Lapses: The Bidder/Agency will be held accountable for any lapses in security or vigilance, especially during non-working hours or holidays. The Buyer reserves the right to impose penalties for failures to comply with agreed-upon service levels.



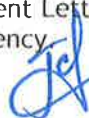
- (xxi) Escalation Matrix: The Bidder/Agency shall provide an escalation matrix with detailed contact information for service support, including emergency numbers for swift resolution of any service-related issues.

5. SPECIAL INSTRUCTIONS TO THE BIDDERS

- a) bidder/ Company / Firm / Agency are requested to go through the tender document carefully to understand the supporting documentation required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid. The Tender should be complete in all respects and should be duly signed. Incomplete tenders, tenders with inconsistencies, conditional bids, late and/or delayed tenders due to any reason shall not be considered. IIM Visakhapatnam is not responsible for any delay in the submission of bids.
- b) **Compliance with the Institute rules and Regulations:** The bidder/ Company / Firm / Agency shall comply with all norms stipulated by the Institute regarding maintenance of discipline, decorum, etiquette, safety, security and hygiene at and around the workplace.
- c) **Authorization:** The bidder/ Company / Firm / Agency shall submit to the Institute the names, designation and specimen signatures of the persons authorized by it to sign documents, execute the work, receive payments, receive instructions / notices etc. on behalf of it.
- d) **Tenure of Contract and termination:** The period of contract would be Two years from the date of commencement of the services and it may be further extended for another one year, based on the satisfactory performance of the service provider, at the sole discretion of the Institute. However, the Institute may terminate the contract with one-month notice, without any liability to the Institute. The agency may also terminate the agreement by giving a three-month notice. No reason need be given by either party.
- e) **Penalty:** The bidder/ Company / Firm / Agency should always ensure regular and uninterrupted quality services. Misbehaviour of the staff deployed by it with staff/students/visitors; intoxication while on duty; attending duty without proper grooming, uniform etc; leaving the duty point unattended; sleeping while on duty; negligence in duty leading to loss/damage to Institute's property; misuse of office premises/property etc., smoking/chewing pan/gutka etc., in the Institute's premises and all other such acts shall be treated as lapses on part of the agency. In each such case, appropriate punitive action shall be taken by the Institute, by issuing a warning letter and monetary penalty as under:
- I. First warning letter for first such instance and 1% of total bill value will be deducted.
 - II. Second warning letter for second such instance and 5% of total bill value will be deducted.
 - III. Third warning letter for third such instance and 10% of total bill value will be deducted.
 - IV. Notice of termination of contract will be issued for fourth such occurrence.
 - V. Decision of the Director, IIMV shall be final and binding on both the parties.

6. Process of Engagement

- a) The Institute shall forward a formal request for providing manpower for Technical & Non Technical Services duly describing the required category, qualifications and experience etc.
- b) The bidder/ Company / Firm / Agency shall provide the CVs of candidates to the Institute, matching the requirement from its database/ application data bank with required details.
- c) The bidder/ Company / Firm / Agency shall arrange a face to face interaction of the shortlisted candidates with the designated team from the Institute.
- d) The candidate found suitable for the positions will be intimated to the bidder/ Company / Firm / Agency. The bidder/ Company / Firm / Agency shall complete document verification, police verification, medical examination etc., of the selected candidate and advise him/her to report to the Administration department with Appointment Letter, Identity card and uniform etc., issued by the bidder/ Company / Firm / Agency.



- e) Based on the nature of work/duties, the category of requirement will be indicated. Mere possession of higher qualifications/experience shall not entitle any candidate to be considered in higher category for the purpose of fixing the wages.

7. General conditions of deployment

- a) All the candidates should be on the rolls of the bidder/ Company / Firm / Agency and will be the employees of the agency only for all purposes. The agency or the staff deployed doesn't have any claim or right for employment either permanent or temporary in the Institute, whatsoever the reason may be.
- b) The bidder/ Company / Firm / Agency should maintain a database of the candidates matching the requirement of the Institute and supply more number of applications/candidates.
- c) The bidder/ Company / Firm / Agency should replace any candidate with a candidate of similar profile duly following the process of engagement, in case of unsatisfactory performance, absence for longer periods etc., on the request of the Institute within a reasonable time.
- d) The bidder/ Company / Firm / Agency should provide necessary uniforms, safety wear etc., for candidates wherever required to work with such norms.
- e) Period and nature of the experience required as mentioned in the requisition form and should be a mandate for engagement of a candidate.
- f) All the candidates should possess the required qualifications/degrees/diplomas etc obtained from a School/College/Board/University/Institute etc recognised by the Law.
- g) The bidder/ Company / Firm / Agency should complete the physical verification of all documents related to education qualifications and experience, verification of character and antecedents and medical fitness of the candidates before deploying them in the Institute, at its cost. All these certificates shall be produced to Institute at the time of their joining or whenever demanded by the Institute.
- h) All the staff members deployed by the bidder/ Company / Firm / Agency should mark their attendance in the registers/machines while attending the duty. The wages should be calculated accordingly and attendance report should be attached along with the invoice.

8. IIMV reserves the right to postpone/modify and / or extend the date of receipt of tenders or to withdraw the tender notice, without assigning any reason thereof. In such cases, the bidders shall not be entitled to any form of compensation from IIMV. IIMV reserves the right to reject any bid wholly or partly without assigning any reason(s).

9. Bids shall be evaluated based on the information/data contained in the tenders submitted, without recourse to any extrinsic source. The institute reserves right to seek any document/clarification/information pertaining to the documents submitted by the agency as part of technical bid, during the evaluation of technical bids.

10. As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM.

11. Submission of Bids

- a) Bidders are required to access the tender document on the website <https://eprocure.gov.in/eprocure/app> and go through all the conditions and other details pertaining to the tender like Special instruction etc. Bidder can download the tender document from IIM Visakhapatnam website also. Bidders are required to fill all relevant information, upload the relevant documents called for in the tender and submit the bid online in the portal <https://eprocure.gov.in/eprocure/app> on or before closing date time mentioned in Notice. Tender documents submitted in any other form will not be accepted.

- b) Corrigendum, amendments etc., to this tender, if any, shall be issued / available on IIMV website and <https://eprocure.gov.in/eprocure/app> only. Prospective Bidders are requested to visit the website regularly for any updates in this regard. No separate communication shall be sent thru e-mail/newspaper etc.
- c) Bidders are advised to go through the instructions provided along with NIT 'Instruction for Online Bid Submissions'.
- d) Detailed procedure for bidding is available in the website (<https://eprocure.gov.in/eprocure/app>) home page in **Bidder Manual Kit**.
- e) Bidders are hereby advised to submit their bids online well before the closing hours as any delay in submission of tenders due to slow internet accessibility or for any other reason will not be accepted by the system.
- f) The documents/material/communication received from IIMV are the sole property of IIMV and the same shall be in safe custody of the bidder. Any misuse of this material shall attract suitable penal action as deemed fit by the Director, IIMV.
- g) IIMV may seek certain clarification or any additional documents from the bidders during the tender process, if so required.
- h) IIMV reserves the right to postpone/modify and / or extend the date of receipt of tenders or to withdraw the tender notice, without assigning any reason thereof. In such cases, the bidders shall not be entitled to any form of compensation from IIMV.
- i) **VALIDITY OF BID:** Bid submitted by bidder shall remain valid for acceptance for a period of 180 days from the date of opening of the BID. Bidders shall not be entitled during the said 90 days period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing to IIMV.
- j) The information furnished in the bid documents shall be clear and legible. Any corrections in the bid documents should be clearly attested by the authorized signatory of the bidder.

12. Payment of EMD

- a) The tender should be accompanied by specified Earnest Money Deposit in the form of NEFT /Crossed demand draft/Bankers Cheque drawn in favour of 'Indian Institute of Management Visakhapatnam', payable at Visakhapatnam from any Nationalized Bank or Scheduled Bank. **Cheques or any other forms of payment will not be accepted.** The tender is liable for rejection, if it is not accompanied with the Earnest Money Deposit as specified in the Notice Inviting Tender.
- b) EMD shall be exempted for the agencies who furnishes the valid applicable National Small Industries Corporation (NSIC) / Micro Small Enterprises (MSE) Certificate.
- c) Earnest Money Deposit, so paid will be refunded or returned as the case may be, to the unsuccessful tenderers within one month of completion of the tendering process. In the case of successful tenderer, the Earnest Money Deposit will be retained as part of the initial Security Deposit and shall be refunded after submission of required Security Deposit in full. No interest will be payable on EMD/Security deposits.
- d) The amount of EMD is liable to be forfeited, if the tenderer withdraws from the tender process after submission of the bid or after the acceptance of the offer and fails to remit the Performance Security Deposit. The Agency who seeks exemption from Tender fee/EMD as per above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for tenders issued by IIMV.

13. Submission of Technical Bid: The following documents should be uploaded electronically under Cover-1 for submitting Technical Bid:

- a) Letter for submission of bid (Annexure-I)
- b) Scanned copies of DDs for EMD (as per Notice)/NSIC/MSE Certificate
- c) Tender document duly stamped and signed on all pages, by the authorized signatory of the bidder.
- d) 'Technical Bid' (Annexure-II) along with all the documents mentioned thereon - duly stamped and signed by the authorized signatory of the bidder.

SPECIAL NOTE: All the above documents uploaded in 'Technical Bid' along with original DDs /Proof of Submission of EMD shall be arranged in same order, serially numbered and placed in one envelope cover and sealed properly. This cover shall be labelled "Technical Bid for Tender No: IIMV/Admin/Tender/T&NT Services/2024-25/002, dated 01-11-2024". Name and address of the tenderer shall be clearly mentioned on this cover. This envelope cover shall be sent by Speed post/courier to the following address/ or can drop in Tender Box at IIMV Permanent Campus on or before tender closing date and time: -

Th Chief Administrative Officer,
IIM Visakhapatnam Permanent Campus,
Gambheeram Village, Anandapuram (Mandal)
Visakhapatnam - 531163, Andhra Pradesh

14. **Submission of Financial Bid.** The bidder shall Upload the 'Financial Bid' in CPPP as per Annexure-III (read the instructions thereon clearly before filling the bid) Bidders are not required to submit the Financial Bid physically.

15. **Bid Validity:** Bids should be valid up to 180 (one hundred eighty) days from the date of opening Financial Bids. The bidder shall not rescind the offer or modify the terms and conditions in any manner after submission of the bid.

16. Opening of Bids and their Evaluation

- a. **Technical Bid Opening:** Technical Bids will be opened electronically on the date and time mentioned in the Notice Inviting Tender in IIM Visakhapatnam. The bids will be evaluated by a duly constituted committee.
- b. **Financial Bid Opening:** Financial Bids of Technically qualified bidders only will be opened. The date and time of opening the financial bids will be disclosed to the eligible bidders separately.
- c. **Tie-Breaking Clause:** In case two or more bidders quoted the same % of Service charge in the financial bid, then the following criteria will be adopted for tie-breaking in the following order:
 - (i) Bidder with highest number of years of experience in providing manpower services to Central /State Govt. Organizations (Copies of relevant work orders needs to be attached)
 - (ii) Average Annual value of turnover: Bidders having a larger average annual turnover in the last three financial years in **providing manpower services** will be given preference. Attach original (ink signed) certificate duly signed by Chartered Accountant with UDIN.

17. Rejection of Bids

- a. Technical Bids having any Financial Bid information, included/stated therein, advertently, or inadvertently, will lead to disqualification of the Bidder and the Bid submitted will be rejected summarily.
- b. Bids without the required documents, incomplete or conditional bids, bids submitted in a format other than the one prescribed, Bids with interlineations and unauthenticated corrections, Bids received after closing date and time, Bids with Financial Bid in unclosed/open cover, etc. are liable for rejection. No correspondence in this regard shall be entertained.
- c. IIMV reserves the right to reject any or all the Bids either in part or in full relating to the work under this Bid document, without any reason and without incurring any liability, whatsoever. IIMV also reserves the right to accept or reject any, some or all Bids received by it without having to disclose the reason therefor, with the Bidders. IIMV may also modify, withdraw, or cancel the tender either in part or in full, at its sole discretion.
- d. Financial bid with less than 3.85% service charge and more than two decimal points (eg. 3.851, 3.8501 etc) shall be summarily rejected and no further justification shall be given in this regard.

18. Other terms and conditions

- a) The selected agency is required to execute an agreement within 15 days of the award of the Contract.
- b) The scope of the contract can be extended with additional manpower, with a proportional increase in contract value, as mutually agreed upon, and approved by the competent authority of IIM Visakhapatnam.
- c) The scope of the contract can be extended to additional facilities in the institute, with a proportional increase in manpower and approved by the competent authority of IIM Visakhapatnam. Further IIM Visakhapatnam in its discretion may either increase or decrease the manpower based on the requirement and selected agency must adhere as per the direction of the IIM Visakhapatnam as the requirement of manpower mentioned in this tender document is only indicative in nature and not exhaustive.
- d) The contract may be terminated before the contract period owing to deficiency in service or substandard quality of the service provided by the selected Company / Firm / Agency. Further, IIM Visakhapatnam reserves the right to terminate this contract at any time after giving three months notice to the successful bidder.
- e) The selected agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of IIM Visakhapatnam.
- f) The agency will be bound by the details furnished by him / her to IIM Visakhapatnam, while submitting the bid or at subsequent stage. In case, any of such documents furnished by the firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making the firm liable for legal action besides termination of contract.
- g) The agency shall ensure that the manpower deployed at IIM Visakhapatnam, are physically fit, well trained and are in the age group of 22-58 years. The maximum age of deployment is 58 years.
- h) In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct / indiscipline/ incompetence / security risks, the selected agency will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract. Such person/staff who had committed an act of omission / commission that amounts to misconduct / indiscipline/ incompetence / security risks shall not be redeployed in IIM Visakhapatnam in future. Further staff deployed in IIM Visakhapatnam should have obtained a police clearance certificate issued by Govt of Andhra Pradesh to ensure that staff with criminal background are not deployed by Contractor. Posting of Contract staff having conflict of interest to be avoided and it is to be ensured that they are also not involved/ act in the capacity of vendors for supply of materials/services to IIM Visakhapatnam.
- i) The selected agency shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed at the Institute.
- j) The selected agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
- k) It Shall be ensured that the field officer be posted in IIM Visakhapatnam with no extra cost to monitor and supervise the activities, maintenance of attendance, leave records etc. of your staff deployed in IIM Visakhapatnam. Field officer will be responsible for coordinating with IIM Visakhapatnam to enable to him to act as per the service requirements of IIM Visakhapatnam. It is mandatory that the field officer be deployed in IIM Visakhapatnam campus on all the working days including Saturdays during working hours.
- l) It shall be mandatory for the selected agency to submit the list of staff deployed in IIM Visakhapatnam along with the requisite details to the Administration every month.
- m) It shall be mandatory for the selected agency to deploy staff with the proper uniforms. All staff posted/deployed in IIM Visakhapatnam should mandatorily wear uniforms.
- n) The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons.



- o) IIM Visakhapatnam reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The Director, IIM Visakhapatnam is the final authority for settling any disputes and the decision of the Director in this regard shall be final and binding on all.
- p) Biometric recording of attendance has to be provided by the Agency with the server. Biometric report access and report to be provided to Administration on monthly basis. It is mandatory to attach the biometric attendance report with the bills.
- q) It will be the responsibility of the contractor to meet transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract work. IIM Visakhapatnam will have no liability in this regard at any stage. It is the responsibility of the contractor to ensure rotation the staff and change the staff as and when required periodically once in one/two years.
- r) It will be the responsibility of the contractor to dispose the garbage collected by the housekeeping staff as per the Institute/Standard Govt. norms.

19. Performance Security: The successful bidder will have to furnish performance security of Rs. 30,00,000.00 (Rupees Thirty lakhs only) in the form of bank transfer or Demand Draft or Bank Guarantee in Favor of Indian Institute of Management Visakhapatnam, payable at Visakhapatnam, within 14 days of award of contract. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor. Performance Security will be forfeited if the firm fails to perform any of the terms or conditions of the contract. The firm may also be blacklisted. Performance Security will be refunded to the bidder without any interest, whatsoever, after it duly performs and completes the contract in all respects.

20. Work at Risk and Cost: In case, the firm fails to provide the required services during the contract period or extended contract period, the same services will be obtained from open market and the difference of cost, if any, will be recovered from Performance Security or from pending bill(s) of the defaulting firm or from both, in case the recoverable amount exceeds the amount of Performance Security.

21. Agreement: The successful Bidder shall be required to execute a contract Agreement with IIMV on the non-judicial stamp paper of Rs. 100/- (Rupees One hundred only) within 15 days of receipt and acceptance of letter of award. The cost of stamp paper shall be borne by successful bidder. IIMV reserves the right to amend the terms & conditions of contract by mutual agreement and the same shall be reduced to writing and be applicable during the (remaining) tenure of the contract. The amended terms and conditions will form part of the agreement.

22. Sub-Contracting: The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of an unavoidable circumstance, the contractor shall be able to do it with the approval of the Institute. However, the job shall be sublet only to the party approved by the Institute.

23. Indemnity: The contractor shall indemnify and hold harmless at all times, the Institute and its representatives, against all losses and claims for injuries and or damages to any person or property. The bidder shall abide by and observe all laws and regulations of the land, or the time being in force, and shall keep the Institute indemnified against all penalties and liabilities for any kind of breach of any such statute, ordinance, law, regulation or rule enforced by any rightful authority and legal entity.

24. Compliance with the Institute rules and Regulations: The selected bidder shall comply with all norms stipulated by the Institute regarding maintenance of discipline, decorum, etiquette, safety, security and hygiene at and around the workplace. Strict compliance with all guidelines/procedures etc. issued by the MHA/MHRD/Local Authorities/Institute in relation to the COVID-19 pandemic or any other such contingencies/exigencies shall be duly observed while entering and during the stay at the office, while interacting with the faculty, staff, students etc.

25. Payment Terms: The payment if bill will be processed by the Institute within 21 days of submission of proper invoice at the end of each month along with all relevant documents. Clarifications/corrections in the invoice will result in delay of payment.

- a) The agency shall raise the bill, in triplicate, along with attendance sheet in respect of the persons deployed and submit the same through the respective departments on or before 18th of the subsequent month. As far as possible the payment will be released within two weeks from the date of submission of bills. The following documents must accompany the bill.
- I. Current month Invoice Copy
 - II. Current month Acquittance (Wage) Register duly signed by the individual contract Laborers.
 - III. Current month Attendance Register
 - IV. Current month ESI remittance challan with consolidate breakup details.
 - V. Current month EPF remittance challan, as applicable, with consolidated breakup details
 - VI. In addition, Half yearly returns submitted to EPFO & ESIC are also to be submitted whenever due.

26. **Arbitration:** In the event of any question, dispute or difference arising under this tender and/or in connection therewith, except as regards decisions, the process in respect of which is specifically and explicitly provided under this tender, the same shall be referred to an arbitrator appointed in accordance with the law for the time being in force by the Competent Authority and the decision of the Arbitrator shall be final and binding on both parties of this tender. The costs of arbitration shall be shared equally.

27. **Force Majure:** If at any time, during the continuance of the agreement/contract, the performance in whole or in part, by the firm, of any obligation specified in the agreement/contract, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civil commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), the firm/agency may be excused from performance of its obligation provided that notice of happenings of any such event is given by the firm to IIMV within two calendar days from the date of occurrence thereof. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceases to exist. The decision of IIMV as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive. However, the Force Majeure events mentioned above will not in any way cause extension of the period of the Contract.

28. **Safety :** The Agency shall follow safety procedures in all respects.

- I. The Agency will adhere to safe working practices and will take all safety measures necessary for safety of his employees. The agency will remain responsible for the safety of the engaged staff. The agency should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- II. All necessary Personal Safety Equipment's as considered adequate shall be made available by the Agency for use by personnel employed on the site and maintained in a condition suitable for immediate use. Agency shall take adequate steps to ensure proper use of equipment by those concerned. Special emphasis will be laid on Fire Safety norms and proper operation of Electrical gadgets/instruments & Firefighting equipment etc. placed at the disposal of the respective dept. The Agency shall take appropriate safety measures against outbreak of fire and will be held responsible in case of such an incident occurring. Liability / responsibility in case of any Fire Accident or any other accident causing injury/death to workers /inmates or any of his staff shall be that of the Agency. The Institute shall not be responsible for such cases by any means.
- III. The safety committee of the institute or any such authority assigned with the responsibilities of safety, may inspect the premises and suggest safety mechanism to be followed by the contractor. This instructions are binding on the agency and any non compliance may lead to cancellation of contract.



29. **Contract Specific Terms and Conditions:**

- a) The staff employed by the agency shall be required to work as per institute requirements i.e. from Monday to Saturday from 08.30 hrs. to 17.00 hrs with a lunch break of ½ hour from 1300 hrs to 1330 hrs and in shift duties. The start and closing time may vary with Department/section of the Institute and the staff should be ready to work for a duration of 8.5 hours including 0.5-hour lunch break per day as per the requirement of the department/section. The staff may also be called upon to perform duties on Sunday and other gazetted holidays, if required, by providing compensatory off. No extra wages will be paid for attending the office on such holidays. The staff, if deputed for any official work outside IIM Visakhapatnam, shall not be entitled for any other emoluments except the actual bus fare for this purpose.
- b) The monthly salary will be reimbursed as per the area classification as per the Minimum wages (Basic + VDA) notified by the Ministry of Labour & Employment, Govt. of India for 26 days in a month. The contractor has to pay the ESIC and EPF contributions as per Acts and can claim the Employer's share for ESIC and EPF from this office in their monthly bill. Leave Salary and Bonus as per applicable Act will be paid on monthly basis. Service charges will be paid only on Minimum Wages (Basic + VDA) only.
- c) IIM Visakhapatnam will allow one paid leave per month for each worker engaged in this contract. The unutilized leave up to a maximum of 5 days can be carried forward till the end of the calendar year. The unutilized leave at the end of the calendar year shall lapse and there is no provision to encash the same. Contractor must provide suitable relieving manpower in case of absenteeism of any manpower deployed by him so that there is no hamper in work and Contractor should ensure that quality of service is not compromised.
- d) The agency should employ personnel who can converse well in Telugu, English and other Indian languages. In particular, the manpower provided should be able to read and write addresses and names in Telugu & English.
- e) The Classification of the category of the contract labours will be based in the Ministry of Labour /Chief Labour Commissioner notification issued from time to time.
- f) **Jurisdiction:** All disputes arising, if any, under this tender/contract shall be subjected to the jurisdiction of courts of Visakhapatnam, Andhra Pradesh only.
- g) For all intents and purposes, the selected agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed at IIM Visakhapatnam, for contractual services.
- h) The agency undertakes to obtain any license, permit, consent, sanction etc. as may be required or called for from/by local or any other authority for doing such work.
- i) The agency shall comply with all applicable laws, rules and regulations in force.
- j) The Contractor undertakes to obtain such permission/license as may be required under the Central Contract Labour (Regulation and Abolition) Act, 1970. The Contractor undertakes to produce the license/permission etc. so obtained to IIM Visakhapatnam or furnish copies thereof as and when required by IIM Visakhapatnam.
- k) The agency also undertakes to keep and get renewed such license, permission etc. from time to time. The Contractor shall be responsible for any contravention of the local, municipal, central, state, any other laws, rules, regulations, etc.
- l) The selected agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. IIM Visakhapatnam, shall in no way, be responsible for settlement of such issues whatsoever. IIM Visakhapatnam shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- m) The manpower deployed by the agency for providing the services shall not have any claims of Master and Servant relationship vis-a-vis IIM Visakhapatnam nor have any principal and agent relationship with or against the IIM Visakhapatnam.
- n) The manpower deployed by the agency for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of IIM Visakhapatnam, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in IIM Visakhapatnam. The Contractor should communicate the above to all the manpower deployed in IIM Visakhapatnam by the contractor.

- o) The selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government along with all such other statutory dues like ESI, PF, etc. The agency will maintain proper record as required under the Law / Acts. The agency shall make available its required records to IIM Visakhapatnam for periodic inspection at the end of every quarter of every financial year, to ensure statutory compliance to the satisfaction of IIM Visakhapatnam.
- p) The selected agency will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at IIM Visakhapatnam. The Contractor shall ensure that all their personnel deployed under this contract will obtain additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojna and Pradhan Mantri Jeevan Jyothi Bima Yojna and they shall submit the proof of such insurance coverage to the satisfaction of IIM Visakhapatnam. For manpower staff under the Skilled/Highly Skilled Category, ESIC is not applicable. The contractor shall provide medical/insurance cover to their staff on roll if they are not covered under ESIC. IIM Visakhapatnam will NOT reimburse the contractor the Insurance premium payment in this regard.
- q) The selected agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to IIM Visakhapatnam & income tax to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- r) The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of IIM Visakhapatnam or any other authority under Law.
- s) The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Income Tax Act 1961 and GST rules, as amended from time to time and a certificate to this effect shall be provided to the agency by IIM Visakhapatnam.
- t) The selected agency shall raise online GST invoice and claim GST at appropriate rates. The selected agency shall produce the TAX paid receipt on demand.
- u) In case, the agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIM Visakhapatnam is put to any loss / obligation, monetary or otherwise, IIM Visakhapatnam 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.
- v) The selected agency will indemnify IIM Visakhapatnam from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
- w) Govt of India issued guidelines on payment of compensation in cases of death / permanent incapacitation of person due to unintended/ unforeseen occurrences during maintenance, operation and provisioning of Public services. Under these guidelines an amount of Rs. 10 Lakhs has to be paid as compensation in the cases where a persons is died and up to Rs. 7.5 Lakhs in the case of disabled based on loss of earning capacity. Institute has the right to recover penalty in the cases where the incidents have happened with the negligence of the agency
- x) It is mandatory for the selected agency to update the CLRA license as and when there in increase in the no of staff deployed.
- y) The agency hereby agrees that Absenteeism must not exceed 5% of the total deployment in any month. Furthermore, within each shift the absenteeism should not be more than 10% of the deployment. The above should be achieved without individual contract labour doing more than the maximum shift allowed by the contract (26/27 shift in a month). Each occurrence of such excess absenteeism in a shift shall entail a deduction of 3% of the service/ administrative charges to the agency for the month, subject to maximum penalty of 30%.
- z) In case the agency or any of his employees fails to fulfill his/their obligations for any day or any number of days to the satisfaction of the Institute for any reason whatsoever, the contractor shall pay, by way of liquidated damages, a sum of Rs. 5000.00 (Rupees Five thousand only) per day for the entire number of such days and IIM Visakhapatnam shall, without prejudice to its other rights and remedies, be entitled to deduct such damages from the money, if any, payable by it to the agency.
- aa) The contract labourers deployed by the agency shall not be involved in any theft/pilferage/damage to Institute property. After necessary investigations, if proved that the Agency/their personnel are responsible for the incident, the agency is liable and will be penalized to the extent of the value of the loss and additionally Rs. 50,000/- for each such incident.

- bb) The agency commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the contract execution.
- cc) The Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Institute's employees involved in the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the execution of the contract.
- dd) The agency will not commit any offence under the relevant Anti-corruption Laws of India: further the Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Institute as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences. The involvement in any such activity shall entail a penalty of Rs. 10,000/- for each such incident.
- ee) The claims in bills regarding Good and Services Tax etc., if applicable, should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of IIM Visakhapatnam.
- ff) It has been observed in the earlier tenders that some of the vendors quote an abnormally low administrative charge with a view to obtain the contract, which is practically not workable. Abnormally low administrative charges will affect the quality of service rendered. Therefore, the institute administration has decided to fix a minimum and maximum percentage as administrative charges to the agencies for providing services. The commercial quotes below or above the prescribed minimum/maximum administrative charges will be treated as not qualified and their commercial bid will be disqualified. The minimum service charge percentage fixed by the committee is 3.85%.
- gg) The Selected agency agrees and undertakes to pay all GST, taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. The Selected agency also agrees to furnish such proof of payments or compliance of the obligation including registration certificates, receipts, licenses, clearance certificates etc., as may be required by the IIM Visakhapatnam from time to time. IIM Visakhapatnam Shall reimburse the GST tax incurred by the Contractor on submission of relevant proof of payment.

30. **Medical Examination.** The agency shall arrange for medical check-up for his employees deployed at IIM Visakhapatnam. The agency at his own cost has to carryout medical examination before the commencement of the contract and thereafter once in every year in respect of his employees to ensure their fitness to handle and submit certificate of Medical Fitness to IIM Visakhapatnam. The agency shall withdraw any person who is not found medically fit for the job and arrange for an appropriate substitute immediately.

(To be printed on bidder's letterhead, scanned and attached as first page of 'Technical Bid')

LETTER FOR SUBMISSION OF BID

The Chief Administrative Officer (Administration)
Indian Institute of Management Visakhapatnam
Gambheeram Village
Anandapuram Mandal, Visakhapatnam - 531 163

Subject: Bid for Tender for engagement of agency for providing Manpower for Technical & Non-Technical Services in the areas of Housekeeping, facilities management, Administrative Support, Health care, Building management services etc., on outsource basis with Tender No.: IIMV/Admin/Tender/ T&NT Services /2024-25/003, dated 01-11-2024

Dear Sir,

Subject to the conditions given in the tender documents, I/We hereby submit bid for providing Technical & Non-Technical Services in the areas of Housekeeping, facilities management, Admin Support, Health Care, building management services on outsource basis. I/We hereby certify that I/We have read all the terms and conditions of the tender document and agree to abide by them unconditionally.

S.No	Particulars	Details
1	Name of the Bidder (Firm/Co./agency):	
2	Address of Registered/branch office:	
3	GSTN & PAN	
4	Authorized person's Name and designation:	
5	Contact No.	
6	E-mail:	
7	Details of payment of EMD	Amount: _____ DD No.: _____ Bank: _____ Date: _____

Declaration

I/we _____, the undersigned being authorized signatory or _____ for submission of bid for "for engagement of agency for providing Technical & Non-Technical Services in the areas of Housekeeping, facilities management, Building management service on outsource basis" against Tender No: IIMV/Admin/Tender/ T&NT Services /2024-25/003, dated 01-11-2024, hereby declare that all the documents submitted and details furnished are true and correct to the best of my knowledge. I understand that if at any time, during or after the tender process or after award of contract, the documents or the details submitted are found to be false/ manipulated/ fabricated with a mal-a-fide intention, the bid will be summarily rejected/contract be nullified and suitable action as deemed fit be initiated against my firm/company/agency.

Date:
Place:

Authorized person's Signature:
Full name:
(Company Seal)

Technical Bid

Tender No.: IIMV/Admin/Tender/T&NT Services/2024-25/003, dated 01-11-2024 for engagement of agency for providing Technical & Non-Technical Services in the areas of Housekeeping, facilities management, Admin Support, Health Care, Building management services etc. on outsource basis.

Sl.No.	Criteria	Relevant Documents submitted (YES/NO)	Page No.
1.	The Bidder/Company/Firm/Agency shall mandatorily be registered with the appropriate statutory authorities, such as the Labour Commissioner or other relevant registration bodies, in accordance with the extant provisions of law.		
2.	The bidder should be a firm/company/proprietary registered under a suitable Act with its Registered/Branch office in Visakhapatnam, Andhra Pradesh.		
3.	The Bidder/Company/Firm/Agency shall have a minimum of five (5) years of experience in rendering manpower services, both Technical and Non-Technical (comprising unskilled, semi-skilled, skilled, and highly skilled categories), on an outsourcing basis to Public Sector Undertakings (PSUs), Nationalized Banks, Government Departments, Research Institutes, or reputed Private Sector Entities.		
4.	The Bidder/Company/Firm/Agency must possess valid and subsisting registrations/licenses under the Employees' Provident Fund Organisation (EPFO), Employees' State Insurance Corporation (ESIC), Contract Labour (Regulation and Abolition) Act, 1970 [CL(R&A)], and other applicable labour laws/legislations as required for the provision of outsourced manpower services for Technical and Non-Technical functions, including but not limited to housekeeping, facilities management, and building management services.		
5.	The Bidder/Company/Firm/Agency must be duly registered under the Goods and Services Tax (GST) regime and possess a valid Permanent Account Number (PAN) under the Income Tax Act, 1961.		
6.	The Bidder/Company/Firm/Agency must have achieved an average annual financial turnover of not less than ₹3 Crores during each of the last three (3) financial years and shall not have incurred net losses in any of the said financial years.		
7.	As on the date of submission of the bid, the Bidder/Company/Firm/Agency must have at least one running contract for providing manpower services, both Technical and Non-Technical, to a Central/State Government organization, Centrally Funded Technical Institution (CFTI), or Public Sector Undertaking (PSU) with a minimum deployment of not less than forty (40) personnel per day.		
8.	The Bidder/Company/Firm/Agency must not have been involved in any major litigations and shall not have been blacklisted or debarred from participating in any tendering process by any Central/State Government Department, Organization, or Public Sector Undertaking (PSU).		
9.	The Bidder/Company/Firm/Agency must execute an Integrity Pact and enclose /Upload the same as specified in Annexure V of the Tender Documents.		

Note:

1. Bids without any of the above documents shall be treated as 'incomplete' and will be rejected.
2. Bidder should only upload relevant document as stated in eligibility criteria.
3. All pages should be serially numbered, and the exact page number(s) should be mentioned in technical bid for verification.
4. Hard copies of these documents shall be sent to IIM Visakhapatnam by post /by hand to reach on or before closing date and time of the tender.
5. Financial Bid values SHOULD NOT be mentioned anywhere in the Technical Bid.



Date:
Place:

Authorized person's Signature:
(Company Seal) Full name:

Table 1.

Details in support of Annexure-II

4. The bidder should have minimum 5 years of experience, by 31-03-2024, in providing Technical and Non Technical services in the areas of Housekeeping, facilities management, Building management services on outsource basis to Central/State Government bodies/PSUs. Documents to be submitted: Copies of Work orders/ agreements and Work completion certificates								
S. No	Name and address of the organization				Contract period		Page Nos	
					From	To		
5. The bidder should have minimum 02 years of experience in providing Technical and Non Technical services in the areas of Housekeeping, facilities management, Building management services on outsource basis to Higher Educational Institutions in last 5 years. Documents to be submitted: Copies of Work orders/ agreements and Work completion certificates								
S. No	Name and address of the educational institution				Contract period		Page Nos	
					From	To		
6. The bidder should have minimum annual turnover of Rs. 03 (Three) Crore in past 3 financial years and should not have incurred net losses. Documents to be attached: Audited account statements and CA certificates for the past 3 financial years								
S.N	Details				FY 2021-22	FY 2022-23	FY 2023-24	
1	Turnover during the past 3 Financial Years in Rs. Crores for providing manpower services only							
7. The bidder should have one running contract, providing Technical and Non Technical services in the areas of Housekeeping, facilities management, Building management services on outsourcing basis to a Central/State Govt organization or PSUs with deployment of not less than 40 staff per day. Documents to be submitted: Copies of Work orders/ agreements.								
S. No	Name and address of the organization				Contract period		Page Nos	
					From	To		
8. The number of persons available with the agency as on date, in each category of requirement should be provided								
Category	Electrician	AC Technician	Nursing Assistant	Supervisors	Attendants	Pantry Boys	Housekeeping staff	Gardener s
No.								

Date:

Authorized person's Signature:

Place:

Full name:

(Company Seal)



Financial Bid

Tender No.: No: IIMV/Admin/Tender/T&NT Services /2024-25/003, dated 01-11-2024 for engagement of agency for providing Technical and Non Technical services in the areas of Housekeeping, facilities management, Building management services on outsource basis.

S. No	Item description	Service Charge (%)	
		In figures	In words
1.	Providing Manpower for Technical and Non-Technical services (unskilled, semiskilled, Skilled, Highly Skilled) and Clerical Staff) in the areas of Housekeeping, facilities management, Administrative & academic support, Nurses, Technical Support and Building management services etc on outsourcing basis.		

Note:

- Bidders will quote only percentage of Service Charge (on Minimum wages only) in price bid as other statutory payments like Minimum Wages, EPF, ESIC, Bonus and all others (if applicable) will be paid on monthly basis as per rules/act applicable.
- Quoted Service/Admin charges should be 3.85% or more only, and up to two decimal points i.e 3.86, 3.87 etc.

Quotes with: -

(i) Less than 3.85% service charge, (ii) More than two decimal points (eg. 3.851, 3.8501 etc) shall be summarily rejected and no further justification shall be given in this regard.

- In case of variation between the values in figures and words, the value in words shall be final.
- The wages for all categories of staff on outsource basis will be made as per the notification of central minimum rates of wages, GOI, Ministry of Labour & Employment periodically.
- GST will be paid extra as per actual at the time of billing.
- Rates of Minimum wages and VDA will be revised as per the notification issued by GOI. Other terms & conditions will remain the same for entire contract period.
- Corrections if any, shall be duly attested by the authorized signatory.
- The rates quoted shall remain constant for the entire duration of the contract and the extended period of contract if any.
- In case of equal values quoted by the bidders, the successful bidder will be declared in order of having:
 - Bidder with highest number of years of experience in providing manpower services to Central /State Govt. Organizations (Copies of relevant work orders needs to be attached)
 - Average Annual value of turnover: Bidders having a larger average annual turnover in the last three financial years in **providing manpower services** will be given preference. Attach original (ink signed) certificate duly signed by Chartered Accountant with UDIN.

This is to certify that I/We before signing this bid have read and fully understood all the terms & conditions contained in the tender document and undertake myself/ourselves to abide by them.



Date:

Authorized person's Signature:

Place:

Full name:

(Company Seal)

**Declaration regarding Non-Blacklisting of the Firm
(To be printed on Bidder's letter head)**

To:
The Chief Administrative Officer (General Administration)
Indian Institute of Management Visakhapatnam
Gambheeram Village, Anandapuram (Mandal)
Visakhapatnam -531163

Subject: Non-Blacklisting declaration in connection with IIM Visakhapatnam Tender No.: IIMV/Admin/Tender/T&NT Services/2024-25/003, dated 01-11-2024 for providing of Technical and Non-Technical services in the areas of Housekeeping, facilities management, Admin support, Health Care, building management on outsource basis.

Dear Sir,

This is to notify you that our Firm/Company/Organization intends to submit a proposal in response to invitation for Tender No: IIMV/Admin/Tender/T&NT/2024-25/003, dated 01-11-2024 for providing of Technical and Non-Technical services in the areas of Housekeeping, facilities management, Admin support, Health Care, Building management on outsource basis.

In accordance with the above we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Name of the Bidder (Firm/Co./agency) _____

Name & Designation of the Authorized Signatory: _____

Date:

Signature:

Place:

Name:

Company Seal:

INTEGRITY PACT (IP)

(Bidder shall submit the Integrity Pact on a non-judicial stamp paper of ₹100/- duly signed by the person(s) signing the bid)

This Integrity Agreement is made at on this day of202

BETWEEN

The Director, IIM Visakhapatnam represented through Mr. Jelani Mohammed, Chief Administrative Officer (General Administration), (Hereinafter referred as the IIM Visakhapatnam, Gambheeram Village, Anandapuram (Mandal), Visakhapatnam - 531163, 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....(Name and Address of the Individual/firm/Company) through.....(Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. IIMV/Admin/Tender/T&NT Services/2024-25/003, dated 01-11-2024) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "**Hiring of an agency for providing Technical and Non-Technical Manpower Services in IIMV campuses**" hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to;
2. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
3. The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the competent vigilance official and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIM Visakhapatnam / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
 - f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - g) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the IIM Visakhapatnam interests.
 - h) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

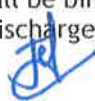
1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIM Visakhapatnam.




Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is an agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:



.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....
(Signature, name and address)

2.....
(Signature, name and address)

Place:

Date:

