



Indian Institute of Technology Jodhpur

**Notice Inviting Tender
for Empanelment of Agencies for Providing Outsourced Manpower
at IIT Jodhpur Campus**

NIT No: IITJ/SPS/I/C/2025-26/Man/06 dated 22/09/2025

**Office of Stores & Purchase
IIT Jodhpur, Institute Building (East), NH-62, Nagaur Road, Karwar, Jodhpur-
342030, Rajasthan
Phone: 0291 2801 101, Email: sps@iitj.ac.in**

Name of Organization	Indian Institute of Technology Jodhpur
Tender Notice No.	IITJ/SPS/I/C/2025-26/Man/06 dated 22/09/2025
NIT/ Type (Open/Limited//Auction/Single)	Open
Tender Category (Services/Goods)	Services
Type of Contract	Services
Service Category	NIT for Empanelment of Agencies for Providing Outsourced Manpower at IIT Jodhpur Campus
Is Multi Currency Allowed	No
Date of Issue/Publishing	22/09/2025
Document Download/Sale Start Date	22/09/2025 at 04:00 PM
Document Download/Sale End Date	13/10/2025 at 04:00 PM
Last Date and Time for Uploading of Bids	13/10/2025 at 04:00 PM
Date and Time of Opening of Technical Bids	14/10/2025 at 04:15 PM
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	180 days
Period of Service Contract	01 Year
EMD	₹ 24,00,000/-
Address for Communication	Office of Stores & Purchase, Institute Building (East), IIT Jodhpur, NH-62, Nagaur Road, Karwar, Jodhpur 342030
Contact No.	0291-2801 101
Email Address for Correspondence	sps@iitj.ac.in

GENERAL

Indian Institute of Technology Jodhpur (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, invites NIT online from experienced and reliable service provider for providing outsourced manpower at IIT Jodhpur Campus as per the Tender.

Any term or condition of the tender document may be changed by notifying the same on the CPP Portal before the closing date for submission of Tenders. However, in case of any such change being affected, the date/time for submission of tender would be adequately enhanced to enable the interested parties considering the necessary changes, if deemed necessary. As such, all the parties interested in submitting the tender should keep watching the CPP Portal website in this regard.

No Oral statements/written statements made by the Service provider / after the submission of the tender shall be considered.

All offers should be made in English. Tender document can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) & Institute website <http://www.iitj.ac.in/tender/s/index.php?id=services>. The service providers are requested to read the tender document carefully and ensure compliance with all scope of work/instructions herein. Non- compliance with scope of work/instructions/eligibility criteria etc. in this document may disqualify the service provider from the tender. The Director, IIT Jodhpur reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly. Incomplete tender, amendments and additions to tender after opening or late tender are liable to be ignored and rejected.

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

There are various search options built in the CPP Portal, to facilitate service provider to search active tender by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tender, wherein the service provider / may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender publishing on the CPP Portal.

Service providers should take into account any corrigendum published on the tender document before submitting their bids.

Service provider will go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the service providers are required to upload all the documents in .pdf format. Technical details should be submitted in the CPP portal.

Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <http://eprocure.gov.in/eprocure/app>. Digital Signature

Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.

The Institute will not be responsible for any type of technical issue regarding uploading of Tender document etc. on website.

SEARCHING FOR TENDER/ DOCUMENTS

Once the service provider has selected the tender they are interested in, they may download the required documents / tender/ schedules. This tender can be moved to the respective ‘My Tender’ folder. This would enable the CPP Portal to intimate the service provider / through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

PREPARATION OF BIDS

Service provider, in advance, should get ready the bid documents to be submitted as indicated in the tender and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.

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

SUBMISSION OF BIDS

Service provider / should log into the CPP Portal well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Service provider / will be responsible for any delay due to other issues.

The service provider / has to digitally sign and upload the required bid documents one by one as indicated in the tender/ document.

The server time (which is displayed on the service provider / s’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the service provider / s, opening of bids etc.

The service provider / s should follow this time during bid submission.

The uploaded tender/ documents become readable only after the tender/ opening by the authorized bid openers.

Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO SERVICE PROVIDER

Any queries relating to the tender/ document and the terms and conditions contained therein should be addressed to the Tender/ Inviting Authority for a tender/ or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120- 4001005, 0120- 6277787.

Related documents should be submitted in PDF format.

Kindly add scanned PDF of all relevant documents in a single PDF file like, Registration Certificate, Valid Food License, Labour license etc.

The related documents should be submitted online through portal <http://eprocure.gov.in/eprocure/app>.

The printed literature giving full technical details should be included with the technical bid to verify the scope of work quoted in the tender/. The service provider / s should submit copies of suitable documents in support of their reputation, credentials and past performance in .pdf format.

Amendment of Bidding Documents: At any time prior to the deadline for submission of bids, IIT JODHPUR may, for any reason, whether on its own initiative or in response to the clarification request by a prospective SERVICE PROVIDER / may modify the bid document. All prospective SERVICE PROVIDER / s who have downloaded the bidding document may visit IIT JODHPUR website: <https://eprocure.gov.in/eprocure/app> for amendments /modifications which will be binding on them.

The technical offer should not contain any price information. Please do not insert Financial Bid” (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender/ will be rejected.

Terms of the Evaluation Committee

On the opening date, the bids shall be opened and referred to the Evaluation Committee, which is duly constituted by the Director, IIT Jodhpur. The Committee will go through the Eligibility criteria and Pre-qualification criteria of the tender and recommend short listed firms. The recommendation of the Committee is final and binding on all the parties.

The PFC may visit the service provider's site to assess the capabilities to serve towards the tender services as per the scope of work.

The PFC will examine all the above criteria and may seek additional information from the existing users at IIT Jodhpur or from other Institutes.

After the evaluation is completed and approved, IIT Jodhpur shall inform to the SERVICE PROVIDER whose bids have been rejected technically with the reasons for rejection on eProcurement Portal (<https://eprocure.gov.in/eprocure/app>).

The purpose of obtaining tenders is to evaluate all the firms on their willingness and to assess the capacity to provide the subject services with reference to the tender scope of work, performance of similar services elsewhere, and obtaining users views with reference to the earlier supplies. This will enable the PFC to arrive at a fair recommendation in the interest of the organization.

In the event of seeking any clarification from various SERVICE PROVIDER by IIT Jodhpur, the SERVICE PROVIDER is required to furnish only clarifications that are asked for. In case a SERVICE PROVIDER fails to provide a particular item mentioned in the fixed menu, it will be considered non-compliance and hence such a bid will not be considered for further evaluation. Further during this process if any SERVICE PROVIDER indicates the quoted price during the clarification such bids also will not be considered for further evaluation.

BID EVALUATION CRITERIA

Even though any service provider satisfies the above requirements, he/she would be liable to disqualification if he/she has:

- Made misleading or false representation(s) or deliberately suppressed the information in the forms, statements, undertaking(s), certificate(s) and enclosures and any other document(s) etc. against as required in the eligibility criteria document of IIT Jodhpur.
- Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

Conditional/counteroffers will be summarily rejected. The quotes for manpower shall be borne by the IIT Jodhpur at the prescribed rates by Labour Authorities, as applicable from time to time and the firm quoting lowest service charge (L1) shall be considered for empanelment and other firms as may be deemed fit by IIT Jodhpur for empanelment shall be required to match the L1 for being empanelled on the list of IIT Jodhpur for execution of the Contract/Work Order. Institute reserves the right to reject predatory bids. The financial aspects of the shortlisted firms shall be considered based on quoted price in terms of minimum wages and minimum service charges.

The bidders must quote the rate as per latest order of Chief Labour Commissioner to identify the minimum wages, as amended from time to time.

The Institute may ask for the bifurcation of their quoted price in terms of the wages of labour and labour charges to all the technically qualified bidders.

Empanelment of Firms: After due evaluation of the technical and financial bids, the Institute will empanel the firm(s) quoting lowest service charge (**L1**) the lowest tenderer and those tenderers who will agree to provide manpower services on the service charge equal to the lowest tenderer.

The Director, IIT Jodhpur reserves the right to accept the offer in full or in parts or reject summarily or partly.

Resolution of complaint / representation: Decision of Director, IIT Jodhpur in relation to Resolution of complaints/ representations / Interpretation of any clauses of NIT is final and binding on all parties.

Pre Bid Meeting: Bidders are invited to participate in a pre-bid meeting scheduled as per the NIT, if any. In case the pre-bid meeting is not held on the due date due to unavoidable reasons, it will be held on the very next day.

The term of contract may be initially for one year and which is extendable on yearly basis up to a maximum of three years based on satisfactory performance.

Method of evaluation shall be as under: -

Scenario – 1	Scenario – 2	Scenario – 3
When service charge quotes are different by all the bidders	When service charge quotes are same by all the bidders	When service charge quotes of more than one bidder are same and different by rest of bidders
Empanelment shall be considered on the Lowest quote of ser-vice charge. Other bidders will be asked to match L1 quote. On acceptance the bidders will be empanelled in descending or-der of annual average turnover (duly audited by a practicing Chartered Accountant/CA Firm) of last 3 financial years from the closing date of bid submission. Total five firms/ company etc. will be empanelled.	Bidders will be empanelled on quoted of ser-vice charge. The bidders will be empanelled in descending order of annual average turnover (duly audited by a practicing Chartered Accountant/CA Firm) of last 3 financial years from the date of closing date of bid sub-mission. Total five firms/ company etc. will be empanelled.	Empanelment shall be considered on the Lowest quote of ser-vice charge. The bidders with L1 quote of service charge shall be frozen. Rest of the bidders will be asked to match L1 quote. On acceptance the rest of bidders will be empanelled in descending order of annual average turnover (duly audited by a practicing Chartered Accountant/CA Firm) of last 3 financial years from the date of closing date of bid sub-mission. Total five firms/ company etc. will be empanelled.

- The bidder shall be technically evaluated and qualified based on the eligibility criteria fixed in the tender document, however for providing the manpower for electrical work, the bidder must have electrical contractor license issued by the appropriate authorities. If, electrical contractor license is not available at the time of bidding, the bidder must get it issued before supply of electrical manpower.
- IIT Jodhpur at its discretion may empanel up to five technically qualified bidders on L1 quote.

- The successful bidder shall execute an Agreement on a non-judicial stamp paper of value Rs. 500/- (stamp duty to be paid by the Bidder) within 15 days from the date of the intimation from Bid Inviting Authority informing that his Bid has been accepted.
- If the successful bidder fails to execute the Agreement and / or to deposit the required Performance Security deposit within the specified time or withdraw its bid, after the intimation of acceptance of his Bid has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited shall stand forfeited by the Bid Inviting Authority.
- Work distribution amongst the empanelled agencies will be done on proportionate basis as per the requirement(s) of the Institute on each occasion. The categories of manpower may be considered during the manpower distribution among the empanelled agencies to the best possible extent; however, agency shall not claim it as matter of right as it purely depends on the requirement of the Institute.
- The manpower, which requires the expertise and essentiality of electrical license shall be distributed among the empanelled vendor having the electrical license only. In case the agency doesn't meet the eligibility criteria for electrical manpower then the manpower distribution shall be done amongst the remaining eligible empanelled agencies.
- In case of specialized category IITJ reserves the right to decide the wages in such cases on a lump-sum basis (*i.e. monthly/for the period the manpower is being hired through the empanelled agency*) under the approval of competent authority of IITJ.
- The institute reserves the right to modify the categories of required manpower (highly skilled, semi-skilled, skilled, unskilled etc.) without assigning any cause, based on the requirement of the Institute. The tentative number of manpower may be increased or decreased as per actual requirement of the Institute.
- Each empanelled vendor shall be required to install the Biometric Attendance Machine in the Institution and provide the attendance report to the institute on monthly basis or as and when required basis. The Institute shall reserve the right to decide the timing of the work schedule. The biometric attendance machine will be installed in a suitable place as may be decided and provided by the Institute. The vendor shall be responsible for all costs and maintenance incurred for biometric attendance installation and maintenance etc.
- The empanelled vendor shall be responsible for providing the uniform to the manpower, as and when directed by the Institute.
- Suitable penalty as decided by the IIT Jodhpur will be imposed in case of non-compliance with any terms and conditions and scope of work and general guidelines as communicated from time to time, including the agreement.

ELIGIBILITY CRITERIA: PRE & TECHNICAL QUALIFICATION REQUIREMENT

The bidder can submit a single pdf file in total to justify pre-qualification and technical qualification.

S. N.	Criteria
A	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/2013/ the partnership Act, 1932 and who have their registered offices in India. Bidder should be registered with Income Tax and Goods & Service Tax departments and should have PAN Card (in the Name of bidder/agency/company or proprietor). Annexure-F (Technical details of applicant) should be filled completely and submitted by the bidder as per the format and supported by relevant documents to be enclosed by the bidder
B	The bidder should be registered with appropriate authorities under the Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).
C	The bidder should have experience (Annexure-G) of providing manpower services in Central/State Government/PSU'S during last three years from the end closing date of bid submission with the minimum employment of 150 in a single shift. Experience Certificates along with Work Completion Certificates should be uploaded by the bidder. Bids of firms which are not in existence / manpower service business for 3 years as mentioned above shall not be considered.
D	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years with a minimum annual average turnover of Rs. 10 crore each in the last Three financial years (2022-2023, 2023-2024, 2024-2025) exclusively for providing manpower services (Annexure-H).
E	The bidder or any of its partners/directors etc. should not have been black listed/debarred/involved in any moral or litigation case pending or convicted by an court or appointed authority to enforce any labour laws or regulations for a period of 2 years till the date of submission (Attach Affidavit on ₹ 100/- Non-Judicial Stamp paper duly Notarized (Original and date should be after publishing of the tender).
F	The bidder should have experience (work completion certificate from the clients) of providing manpower services in Central/State Govt./PSU's during last three years from the end closing date of bid submission satisfying following criteria: - In addition, the bidder must have carried out following manpower or similar assignment of minimum indicated value: - Three completed annual manpower or similar services costing not less than the amount equal to or greater than Rs 5.2 Crore each; or Two completed annual manpower or similar services costing not less than the amount equal to or greater than Rs 6.5 Crore each; or One completed annual manpower or similar service costing not less than the amount equal to or greater than Rs 10.4 Crore.

G	Technically qualified bidders have to submit financial bid as per Annexure-I . If the bidder quoted service charge less than 3.85 percent, the bid will be rejected. Annexure-J (Integrity Pact, Sealed and signed by the person authorized on behalf of bidder); must also be enclosed.
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**** Any firm/bidder not fulfilling any of the above-mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.**

CATEGORY OF MANPOWER

A. Quantity of Manpower

A.1 Administrative Services

S. N.	Name of Contract	Manpower Category Wise				
		Specialized	Highly Skilled	Skilled	Semi-Skilled	Unskilled
01	Administrative Services	11	80	31	07	13
Total		142				

A.2 Horticulture Services

S. N.	Name of Post	Manpower Category Wise				
		Specialized	Highly Skilled	Skilled	Semi-Skilled	Unskilled
01	Horticulture Assistant	0	1	0	0	0
02	Supervisor	0	0	3	0	0
03	Head Mali	0	0	0	20	0
04	Mali	0	0	0	0	37
Total		61				

A.3 Civil and Electrical Maintenance works –

Particulars	Highly-Skilled	Skilled	Semi-Skilled	Unskilled	Specialized	Total
ARMO for Electrical Installation (<i>Electrical contractors license is mandatory</i>)	3	15	0	4	0	22
Meter Reader (<i>Electrical contractors license is mandatory</i>)	0	3	0	0	0	3
Fire Alarm Maintenance	0	0	2	2	0	4
DWTS & WTP maintenance including reliever	0	3	14	3	0	20
Water purifier and Water coolers maintenance	0	5	0	5	0	10
TOTAL	3	26	16	14	0	59

Note:

- The wages for the manpower will be considered as per the latest notification no. 1/27(1)/2024-LS-II dt. 25.09.2024 released by Office of Chief Labour Commissioner /Ministry of Labour & Employment and their further amendments.
- There will be an Increase/Decrease in the number of observation posts as per the Institute's requirements. Same will be informed in advance to the Contractors/Service providers.
- Duty shifts in Three shifts of 08 hours each in a cycle of 24 hours commencing at 0600 hrs.
- The Service charges will be paid only on Minimum Wages (Basic + VDA), subject to the ceiling of minimum 3.85% (including transaction charges) & maximum 7% (including transaction charges), as per OM No. F/6/1/2023- PPD dated: 06.01.2023.

B. Qualification of Manpower

Services	Education Qualification and Experience
Administrative Services	As per the requirements of the Institute and described in detailed scope of work.
Horticultural services	As per the requirements of the Institute and described in detailed scope of work.
Civil Maintenance services	As per the requirements of the Institute and described in detailed scope of work.
Electrical Maintenance work	As per the requirements of the Institute and described in detailed scope of work.

SCOPE OF WORK

Details of “NIT Empanelment of Agencies for Providing Outsourced Manpower at IIT Jodhpur Campus” are as mentioned below: -

1. General Overview of the service: -

IIT JODHPUR having its campus of 852 Acres at NH-62, Karwad, Jodhpur invites Tenders through the CPP portal for the requirement of outsourced manpower at IIT Jodhpur to the entire satisfaction of the user and Institute authorities which shall include the following: -

Administrative Services

Manpower services will include the management and support functions related to workforce administration. They will be commonly used to streamline workforce management and reduce administrative burdens. The empanelment agencies shall provide manpower services for the temporary/occasional/routine/intermittent nature as per the requirement for the required duration. For detailed scope of work, please refer **Annexure A**.

Horticulture Services

Horticulture services involve the planning, maintenance, and care of gardens, landscapes, and green spaces to enhance aesthetics, environmental sustainability, and biodiversity. These services are used at various institutional spaces to create and maintain healthy green environments. For detailed scope of work, please refer **Annexure B**.

Civil Maintenance Services

Civil maintenance work encompasses a wide range of activities aimed at preserving the integrity, functionality, and aesthetics of infrastructure, buildings, and facilities. The goal is to ensure safety, prevent deterioration, and extend the lifespan of various structures and systems. For detailed scope of work, please refer to **Annexure C**.

Electrical Maintenance Services

Maintenance services involve the round the clock Operation & Maintenance of Sub Stations and its panel equipment's etc. along with internal and external installation. It also includes maintenance of HVAC Plant High Side & low Side, Fire Alarm system, DWTS & WTP. For detailed scope of work, please refer **Annexure D.1 to D.4**.

TERMS AND CONDITIONS OF CONTRACT

Procedure and Rights of the Institute:

a. On the due date the Technical bids will be opened and referred to the PFC which is duly constituted by the Director, IIT Jodhpur. The committee will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the PFC is the final and binding on all the parties. The PFC may visit the bidder's site to assess the capabilities to serve the tendered services as per the specifications.

b. The technical evaluation will be an assessment of the Technical Bid. IIT Jodhpur representatives will proceed through a detailed evaluation of the Technical Bids as defined in Schedule of requirements, specifications and allied technical details, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IIT Jodhpur will examine the information supplied by the bidders and shall evaluate the same as per the specifications mentioned in this tender.

c. The PFC will examine all the technical aspects of the bids received. Further, the PFC may seek additional information from the existing users at IIT Jodhpur or from other Institutes and also call for technical presentations from the bidders if it is required so.

d. The information received, and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the PFC.

e. After the technical evaluation is completed and approved, IIT Jodhpur shall inform the bidders whose bids have been rejected technically with the reasons for rejection on CPP Portal.

f. The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar Solutions/Applications elsewhere, obtaining users' views with reference to the earlier supplies. This will enable the PFC to arrive at a fair recommendation in the interest of the organization.

g. In the event of seeking any clarification from various bidders by IIT Jodhpur, the bidders are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a bidder fails to quote for a particular item; it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any bidder indicates the price during the clarification, such bids also will not be considered for further evaluation.

h. Termination of Contract: Institute shall be at liberty to give only 03 (Three) month notice for termination of the Bid to the Manpower Agency in case there is a major default in compliance of the agreed terms and conditions, or the Manpower Agency has failed to comply with its statutory obligations. Further, if the contract bid is terminated by the Service Provider, the Service Provider shall be bound to continue providing the services under the terms and conditions of this bid till an alternative arrangement is made and intimation to that effect is given in writing by the Institute.

i. Insolvency

The Institute shall have the right to immediately terminate this Bid if the Manpower Agency becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors. The bid shall be liable for termination in terms of the stipulation provided elsewhere in other clauses of this document.

FINANCIAL OBLIGATION

a. Earnest Money Deposit

The bidder will submit the Earnest Money Deposit (EMD) of Rs 24,00,000/- (Rupees Twenty Four Lakh) in the form of a Bank Guarantee, Fixed Deposit or Demand Draft of a scheduled bank in the name of the Director, IIT Jodhpur, valid for 90 days from the date of opening of the tender. The bidder will upload a scanned copy of the EMD and should submit the original EMD on or before the last date of the bid submission at the Office of Stores & Purchase, IIT Jodhpur. Any bid without EMD shall not be considered.

However, in addition to the above, as per rule 170 of GFR 2017, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) are exempted from submission of EMD (Bid Security). Still, the firm must submit a valid MSME registration certificate to claim the exemption in EMD.

Any Bid without EMD or valid MSE certificate should not be considered for technical evaluation. The EMD of the successful bidder will be returned on submission of PBG and within 30 days after the finalization of the tender to the unsuccessful bidder.

b. Performance Security:

After the award of work, the supplier shall be required to submit the performance security in the form of irrevocable bank guarantee in the prescribed format (**Annexure-E**) issued by Nationalized/Scheduled Bank/or Fixed Deposit Receipt for an amount equal to 5 % of order value, within 14 days of issue of work order and it will be kept valid for a period of 60 days beyond the date of completion of contract.

The said PBG would be refunded/returned after the completion of the contractual obligation. However, the Director, IIT Jodhpur will have the discretion for the forfeiture of the performance guarantee in case of breach of contract by the contractor. Deductions shall also be made from Contractor's PBG during implementation of the contract that may become due as penalties for violation of rules, terms and conditions, damages, liabilities or for other causes. On the extension of the contract, the contractor should submit the new PBG for the extended contract as per the revised wages. The IIT Jodhpur will return the old PBG after receiving the new PBG to the contractor within 15 days.

OBLIGATION OF CONTRACTOR

(a) The bidder should follow the minimum wages rates of Govt. of India as amended from time to time.

(b) The contractor should establish a Regional office in Jodhpur, Rajasthan within one month of issuance of Letter of Award (Establishment certificate to be submitted before signing of agreement).

(c) Removal of Manpower Personnel

Personnel deployed by the Manpower Agency in the Institute shall immediately be removed from his duties on administrative grounds if IITJ considers such removal necessary. Manpower Agency shall also immediately remove any personnel who is found not to be discharging his duties properly or of doubtful character. Approval of the Manpower Officer of the Institute shall be obtained to replace such Manpower Guards with adequate substitute personnel either on its own motion or on Institute's demand. In case of removal of such personnel, the Institute shall be absolutely immune from any claim whatsoever, in this regard.

If the Institute incurs any expenditure or any liability is put on them in connection with the deployment of Manpower Agency Employees, the same shall be adjusted from Agency's bills.

The Manpower staff employed by the Manpower Agency shall under no circumstances join any union of the Institute nor shall they make any claim for service or other matters. They shall also not form any union associated with the Institute and shall have absolutely no claim to subscribe or for election in any of the unions of the Institute.

(d) Exemplary Conduct and Behaviour

d.i. The Manpower Agency shall be responsible for the good conduct and behaviour of its employees. If any employee of the Manpower Agency is found misbehaving with the Institute Manpower Staff, employees, faculty, students or residents of the Institute, the Manpower Agency shall immediately at their own risk and responsibility, remove/withdraw such employee from the Institute Campus. The Manpower Agency and its personnel shall be bound to comply with the instructions, given by the respective Officer of the Institute. The manpower agency shall accordingly issue necessary instructions to its personnel in this regard.

d.ii. None of the employees of the Manpower Agency shall enter into any kind of private work within or outside the Institute Campus. Non-compliance of this provision shall be deemed to be violation of the contract, inviting penal action.

(e) The employees of the Manpower Provider shall be of good character, sound health.

(f) The Manpower Agency personnel deployed at IIT Jodhpur will make their own staying arrangements.

(g) Deployment and Supervision

g.1. Relief of Duties: Employee of the Manpower Agency shall be provided one day off during each week and provide suitable reliever.

g.2. At no time, shall there be more than 10% of the contracted manpower on leave or absent (with suitable relief) from Institute duty. In case of long-term absence due to sickness, leave etc. the manpower Agency shall ensure replacement without any additional liabilities to the Institute. In addition, no supervising field staff or the guards shall be removed from Institute

duty without seeking prior consent of the respective Officer or any person authorized by the Director on his behalf.

(h) Nature of Bid

h.1. This Bid is for providing the aforementioned (work) and not a Bid for supply of contract labour. It is clearly understood by the Manpower Agency that the person(s) employed by the Manpower Agency for providing Services, as mentioned herein, shall exclusively be the employees of the Manpower Agency and not of the Institute. The number of persons to be employed and the individual person to be employed for providing said services shall be decided by the Manpower Agency who shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, bonus, gratuity etc.

h.2. The Institute shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Manpower Agency's employees/agents or to the said employees/agents directly and/or indirectly, in any manner, whatsoever.

h.3. The employees/personnel of the Manpower Agency rendering the services under this bid, shall never be deemed to be the employees of the Institute in any manner whatsoever, nor shall they be entitled against the Institute to claim for employment, salary/wages, damages, compensation or anything arising from their deployment by the Manpower Agency at the Institute.

h.4. The Manpower Agency shall not appoint any sub-agency to carry out any obligations under the contract.

h.5. Extension Clause: Performance will be reviewed annually. Based on the satisfactory performance of Service and existing Terms & Conditions, Tender contract may be further extended on a yearly basis.

(i) Indemnification:

The Manpower Agency shall be responsible for all injuries and accidents to persons employed by them and to fulfil all obligations laid down in the Employees Compensation Act, 1923. The Institute shall be wholly immune and indemnified against any claims, whatsoever, filed on this behalf. However, the Health Centre facilities shall be available to the personnel only in respect of the injuries sustained by them in execution of the duties, which shall be restricted to the extent of primary health services only, without any further encumbrances, monetary or otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies and claims, if any.

(j) Recovery of Losses:

In the event of any loss being caused to the Institute on account of Agency's employee's negligence, the agency shall make good the loss sustained by the Institute, either by replacement or on payment of adequate compensation on an actual basis.

(k) Statutory Compliances:

The Manpower Agency shall comply with all statutory requirements existing as well as those promulgated from time to time, provided under various Acts/ Enactments/ Statutes including Labor Laws and misc. other Laws, whichever is/are applicable to the organization of Manpower Agency and shall be held responsible, accountable, answerable, explainable, as the case may be, for the lapses committed by them in this regard. Further, the Manpower Agency shall not involve the Institute in any manner, whatsoever, in any dispute with regard to the compliance of the statutory provisions and in case of violation of any law; the Manpower Agency shall be solely responsible. In case of violation of any law including the Labor laws etc., any liability is put upon the Institute; the Institute shall stand absolutely indemnified by the Manpower Agency in such matters. Any liability in financial terms caused for any reason as above or any loss or damage to the property of the Institute, cost of same shall be recovered/adjusted by the Institute either from the manpower agency or from its monthly bills or manpower deposit, by way of deduction or in any other manner, as the Institute may deem appropriate.

Contractor undertakes that in the event of any claim made by its workmen, workmen of its subcontractor (s) for Compensation payable under the Workmen Compensation Act, 1923 and where the Principal Employer i.e. IIT Jodhpur is liable to pay compensation under Sec 12 (2) of Workmen's compensation Act 1923, the contractor shall keep the IIT Jodhpur fully indemnified and free from all claims and demands and all actions and proceedings initiated against IIT Jodhpur in respect of the aforesaid contract.

In case any liability is adjusted from the manpower deposit of the Manpower Agency, such shortfall in the manpower deposit shall be made good by Manpower Agency within 15 days of the occurrence.

(l) Registration with EPF & ESI Offices

The Manpower Agency shall invariably have its registration under the Employee Provident Fund and Misc Provisions Act, 1952 and Employees State Insurance Act, 1948 from Jodhpur offices of the respective departments and from nowhere else. In case the manpower agency does not have its registration at Jodhpur under the EPF & MP Act and ESI Act at the time of bidding, the agency shall ensure obtaining the same from Jodhpur offices of the respective departments within Three month of the award of the contract.

The Manpower Agency shall be bound to deposit the EPF and ESI contributions only against the code numbers obtained from Jodhpur offices of the concerned departments through separate challans which must be exclusively in respect of their workman employed at IIT Jodhpur under respective Acts. In no case, the challan shall include any other employee who is not deployed at the Institute. Further, the manpower agency shall be entitled for payment of the contributions made under the EPF and ESI heads with the concerned departments towards employers share via reimbursement from the Institute only against the submission of original copy of the challans and through no other mode.

The Manpower Agency shall supply a certified copy of their registration under the Provident Fund Act, ESI Act, other Labor Laws besides Income Tax/Service Tax etc. to the Institute within Three months from commencement of this bid.

(m) Procurement of Labor License: The Manpower Agency shall apply to the Regional Labor Commissioner (Central) for obtaining a license under the Contract Labor (Regulation and Abolition) Act, 1970 and will submit a copy of the license to the respective Office of the Institute within 15 days of issue of Form III against the issued Work Order.

(n) The Manpower Agency shall have to accept absolute responsibility to uphold all obligations of labour, tax, welfare and other ones in respect of its employees in consonance with the laws of the land, against all claims, damages or losses of every nature or kind, whatsoever, ensuring no liability or involvement of the Institute.

The Manpower Agency shall abide by all laws of the land including, Contract labour (Regulation & Abolition) Act 1970, Employees Provident Fund & Misc. Provisions Act, 1952, Employees State Insurance Act, 1948, Minimum Wages Act, 1948 etc., apart from the liabilities of tax deduction, welfare measures for its employees and all other obligations that enjoin in such cases which are not essentially enumerated and defined herein, though any such onus shall exclusively be on the Manpower Agency, and the Institute shall remain immune/indemnified from any liability, whatsoever, in such matter. However, if at any time, due to lapse on the part of the manpower agency, any liability financial or otherwise, is thrust upon the Institute, the manpower agency shall be liable to make good the loss to the Institute in the manner, the Institute deems appropriate.

(o) Liabilities and Remedies: The responsibility for taking appropriate manpower measures shall entirely be that of the Manpower Agency. The Institute will be entitled for compensation against the Manpower Agency; in case a proper inquiry establishes that the theft or loss or damage has been caused due to the negligence of the Manpower Agency or any of its employees. The said compensation shall be in addition to the findings and recommendations that the joint enquiry may propose. The maximum amount of compensation payable by the Manpower Agency will be limited to the inspection and supervision charges payable to the Manpower Agency for the month in which the loss or damage occurs. However, after enquiry, if it is found that such theft or loss or damage has been caused by acts of commission and omission of the personnel of the Manpower Agency or if the personnel of the Manpower Agency has either taken active part in such acts or has aided and abetted in the acts of such commission and omission, the Institute or its employees to whom loss is caused, shall be indemnified/compensated by the Manpower Agency on actual basis.

(p) All assets and articles provided by the Institute shall be the property of the Institute and the Manpower Agency shall merely be the custodian of such assets and articles. On termination of the manpower contract either by efflux of time or any time earlier than stipulated period, as the Institute may decide at its sole discretion, such property shall be handed over to the Institute forthwith.

(q) Timely and Accurate Payment to Manpower Staff: Any payment, required to be made by the Manpower Agency to its personnel, in compliance of any of the laws of the land, shall be the sole responsibility of the Manpower Agency. This would include specific responsibility with regard to the provisions of the **Central Government Minimum Wages Act**, which may be applicable at the time. The Institute will in no case, be responsible for any default, in this regard. Even if any liability because of the provisions of any particular Law becomes that of

the Institute, it is clearly agreed that the same shall be deemed to be that of the Manpower Agency and shall accordingly, be discharged by it. The Institute's liability towards the personnel of the manpower agency shall be limited to the extent of the contract price accepted by the Institute (Service charge percentage).

In case of any dereliction of duty, gross neglect, an unintended or intended damage caused by the Manpower Agency or its staff or otherwise, any harm is caused to Institute, its properties, its designated officials, other employees or residents of the campus, the Manpower Agency shall be liable to make good the loss or pay the compensation, refund the expenditure on legal/judicial proceedings as well as pay the penalty, as the Director may impose upon it.

(r) Submission, Verification and Payment of Bills: The payment for services under this bid shall be made on monthly basis, through A/c payee by RTGS/NEFT/ Bank transfer drawn in favour of the Manpower Agency, payable at Jodhpur. The cheque shall, as far as possible, be paid within 30 working days after receipt of the bill for each calendar month, along with the requisite details of the daily attendance and other records in support thereof, which shall be open for inspection by the Institute. The final payment shall, however, be made only after adjusting all the dues/claims of the Institute.

The Manpower Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them in the campus of the Institute have been paid the minimum wages, through cheque (or) RTGS/NEFT/Bank Transfer, as in force from time to time, in accordance with the provisions of the Minimum Wages Act and that all other statutory requirements in this regard have been complied with including EPF & ESI payment. Challans of EPF & ESI for the previous month deposited with the concerned office shall be forwarded along with the bills of the current month. The Service Provider is expected to ensure proper accidental coverage of its personnel. All liabilities arising out of accident or death while on duty shall be borne by the Service Provider.

*Violation of any provisions of the Central Government Minimum Wages Act, 1948 shall render the contract liable for termination. The Institute shall also proceed against the defaulting agency as per provisions of the relevant laws and impose any penalty as per Institute decision.

(s) Contract Implementation

Sub-contracting of the work will not be allowed.

The employee of the Contractor shall be of good character and of sound health. Persons below the age of 18 years shall not be engaged for the work. The Contractor will submit a medical certificate/any other certificate as age proof of the workmen deployed by him. The Contractor will also submit a medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.

Contractor shall not change any employee without consent of the authorized rep. of the institute. Contractor will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by the institute.

The Contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such an amount from the Contractor to effect payment to the affected person(s).

(t) Payment of Wages to the Workmen

The contractor will pay the wages for a month to the workmen by 7th day of the succeeding month irrespective of the release of payment to him from IIT Jodhpur.

The contractor will maintain all registers as required under the relevant acts/rules and shall get inspected by the authorized representative of the institute every month before payment.

The contractor will issue wage slips and employment cards as per relevant Act.

The contractor will make payment to his employees either through NEFT and produce the necessary documents in proof of payment. The contractor shall obtain signature or thumb impression of the workman on wage roll authenticated by the initials of the contract.

Wages shall be paid without any deductions except those specified by special order or permissible under the Payment of Wages Act.

In case of delayed/short supply of manpower, penalty/ liquidated damages of the payment or part thereof shall be recovered from the bills of the contractors.

Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Contractor shall be borne by the Contractor himself.

- i. The Contractor shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.
- ii. If a bidding firm/Contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit of documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.

(u) Deployment of Supervisor: The contractor/agency shall nominate one experienced Supervisor for taking care of queries/matters relating to general administration of their employees and also for interaction with the authorities of the Institute.

OTHER GENERAL CONDITIONS:

(a) Confidentiality: It is understood between the parties hereto that during the course of business relationship, the Manpower Agency may have access to confidential information of the Institute and it undertakes that it shall not, without the Institute's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information in any regard, whatsoever. This clause shall survive the period of 5 years from the date of expiry of this Bid or earlier termination thereof.

(b) Severability: If, for any reason, a court of competent jurisdiction finds any provision of this Bid, or portion thereof, to be unenforceable, then that provision of the Bid will be enforced to the maximum extent permissible so that it affects the intent of parties, and the remainder of this Bid shall continue to be in full force and effect.

(c) Caption: Various Captions used in this Bid are for organizational purposes only and may, not be used to interpret the provisions hereof. In case any conflicts between the Captions and the Text, the interpretation of the Text as clarified by the Director or his representative, shall prevail.

(d) Waiver: At no time, any indulgence or concession granted by the Institute shall alter or invalidate this bid nor constitute the waiver of any of the provisions hereof after such time, such indulgence or concession shall have been granted. Further, the failure of the Institute to enforce at any time, any of the provisions of this bid or to exercise any option which is provided herein for requiring at any time, the performance by the Manpower Agency of any provisions hereof, shall in no way be construed to be a waiver of such provisions of this bid nor in any way affect the validity of this bid or any part thereon or the right of the Institute to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

(e) Legal

For all intents and purposes, the bidder shall be the “Employer” within the meaning of various Labour Legislation's in respect of manpower so employed and deployed at IIT Jodhpur, for manpower services on contract.

The selected agency shall alone be solely responsible for the redressal of grievances/ resolving of disputes relating to persons deployed. IIT Jodhpur, shall in no way, be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by selected agency in the course of their performing the functions/duties, or for payment towards any compensation.

The manpower deployed by the selected agency shall not have any claims of Master and Servant relationship vis-à-vis IIT Jodhpur nor have any principal and agent relationship with or against the IIT Jodhpur.

The personnel of the agency shall not be treated or considered as employees of the Institute under any circumstances. The personnel of the agency shall not further become members of the IIT Jodhpur Employees Association / Union and shall not take part directly or indirectly in any of the activities of the Association / Union and shall help the Institute to maintain strict manpower measures at all-time including during agitation, staged by the Association / Union / Outsiders.

The manpower deployed by the selected agency shall not be entitled for any claim, pay, perks, relaxation, absorption and other facilities which may be admissible to the IIT Jodhpur employees during the currency or after expiry of the contract.

The agency shall alone be liable to pay compensation for any damage/death /injury sustained by the personnel or any other members of the agency in the course of their work/duty at the Institute during the contract period. Govt. of India issued guidelines on payment of compensation in cases of death / permanent incapacitation of a person due to unintended/ unforeseen occurrences during maintenance, operation and provisioning of Public services. Institute has the right to recover further penalties in the cases where the incidents have happened with the negligence of the agency.

In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT Jodhpur is put to any loss / obligation, monetary or

otherwise, IIT Jodhpur will be entitled to recover such damage/loss out of the outstanding bills or from the Performance Manpower Deposit of the agency including penalty.

Any or all disputes arising out of the contract shall be settled by the Director of the Indian Institute of Technology, Jodhpur.

On all matters pertaining to this tender, the decision of the Director of the Institute shall be final and binding.

(f) Penalties

The bidder/Contractor or any of his employees 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.

The Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the contract execution.

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.

The Contractor 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 offenses outlined above or be an accessory to such offences. The involvement in any such activity shall entail a penalty of Rs. 5,00,000/- for each such incident without any kind of enquiry.

The penalty imposed will be deducted from the following/ next month's bill of the manpower agency.

The periodic meeting between the bidder & IIT Jodhpur Committee must be held on monthly/ quarterly basis for the assessment of the bidder's performance. In case of any deadlock, the next bill will be processed only after shorting out the issue or as per approval of the competent authority.

Penalty Clause for Civil and Maintenance Work:

The contractor may note carefully that the recovery for the absence of maintenance staff from their duty shall be made from the contractor's running bill of the month for the absence of the staff at the following rates; The Penalty/recovery rates for labour absence will be as under: -

- a. Skilled @ The basic rate + 30 % per person Per shift;
- b. Semi Skilled @ The basic rate + 30 % per person per shifts;
- c. Highly Skilled @ The basic rate + 30 % per person per shift;
- d. Unskilled @ The basic rate + 30 % per person per shift;

(g) Duration: The duration of the contract for Providing Manpower Service at IIT Jodhpur shall initially be awarded for a period of one year from date of award of contract. However, the same may further be extended for a period of **three** years (maximum) on year-to-year basis on mutual bid of terms & conditions, subject to providing satisfactory service to IIT Jodhpur. It may also be noted that the rates quoted by the firm (except minimum wages component & statutory payments), terms & conditions of the tender document shall remain unchanged during the currency of contract and extension period, if any.

(h) Signatories: The selected Agency/ contractor are required to execute an agreement in the prescribed format immediately on the award of the contract. The company should not sublease the contract to smaller companies. Bidder shall confirm that they are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents must be submitted along with this bid and also to acknowledge that their digital/digitized signature is valid and legally binding.

(i) Governing Laws and Jurisdiction: In case of failure of arbitration all matters and disputes arising out of this bid will be subject to the jurisdiction of the courts located at Jodhpur.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force, shall apply to the arbitration proceedings under this clause.

(j) Force Majeure: If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, is affected, prevented or delayed due to any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events) and notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall due to reason of such event, be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable, after such event may come to an end or cease to exist and the decision of the Institute as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at his option to terminate the contract.

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

(k) Arbitration:

Except otherwise provided elsewhere in the contract, if any dispute, difference, question or this bid on any matter whatsoever, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to

a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute and shall be binding on both parties.

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

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

(l) ID Cards and uniform (wherever applicable) will be the responsible of the contractor at his own cost.

(m) The uniform of the personnel deployed shall necessarily bear the name of the individual and the name of the Contractor. All staff deployed shall necessarily bear ID card (with employee details).

(n) The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Contract are of good health, of highest integrity, punctual, well dressed, well-behaved and of qualification & experience.

(o) The Contractor shall furnish to IIT Jodhpur, as and when required by IIT Jodhpur, a list, in addition to the list of key personnel, of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, experience, training undergone, good health, good character, personal residential addresses and recent photographs under this contract.

(p) Verified copy of the police verification should be provided to IIT Jodhpur before their deployment.

(q) IIT Jodhpur shall not be liable for any misconduct or misdeeds or any act or incident involving the Contractor or any of its personnel in any criminal or civil case the Contractor shall be responsible for consequences and if any such incident takes place, the Contractor shall forth with intimate the said incident to IIT Jodhpur.

(r) If required under the Law for the time being in force, the Contractor shall arrange adequate insurance to cover each of its personnel deployed against any type of accidents.

(s) It shall be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for the performance of this contract:

- 1) The Employees Provident Fund Act, 1952
- 2) Payment of Wages Act 1936
- 3) Minimum Wages Act 1948,
- 4) The Contract Labour (Regulation and Abolition) Act, 1970
- 5) The Payment of Bonus Act, 1965
- 6) The Payment of Gratuity Act, 1972
- 7) The Employees State Insurance Act, 1948
- 8) The Employment of Children Act, 1938
- 9) The Motor Vehicle Act, 1988
- 10) The Industrial Disputes Act 1947
- 11) The Industrial Employment (Standing Orders) Act 1946
- 12) Workmen Compensation Act
- 13) Employment of Labour/Contract Labour Act
- 14) Pollution Control and Environment Protection Laws in force from time to time
- 15) All other acts/legislations/rules/ regulations etc., as may be in force from time to time.

(t) The service provider should not be an employee or close relative of any employee of IITJ. The service provider must submit a declaration to this effect.

(u) If in the execution of the work, any infraction/breach/infringement of any law, rules/ bye – laws for the time being in force, takes place; bidder shall indemnify the Institute against the consequence of any or all litigation/prosecution in any matter connected with or arising out of the subject license including the result of any labour dispute, and should any claim be made against the Institute by any authority/court by laws of any award or decree including awards of any Labor Court and / or Arbitrator which might be enforced / sought against the Institute, the Institute shall be compensated by bidder in totality in respect of all such claims / awards etc.

(v) IIT Jodhpur is a total tobacco-free campus, therefore none of the staff deployed at the campus must be possessing or consuming tobacco products such as bidi, cigarettes, chewing tobacco in any form, gutkha, masala, pan, etc. Further consumption of alcohol and narcotics inside the campus/ working in an intoxicated condition is strictly prohibited. Violation will attract heavy penalties and suitable action as per applicable norms.

Note: The Director, IIT Jodhpur reserves the right to accept/reject any or all tender/s.

LETTER FOR FINANCIAL BID

(To be printed on the bidder letter head)

To,
The Deputy Registrar
(Stores & Purchase) IIT Jodhpur, NH 62, Karwar,
Jodhpur-342030 (Rajasthan)

Date:...../...../.....

Ref: Bid for providing “Empanelment of Agencies for Providing Outsourced Manpower at IIT Jodhpur Campus”

Dear Sir,

Having examined the Bid document, the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to provide the services as required and outlined in the Bid for providing “Empanelment of Agencies for Providing Outsourced Manpower at IIT Jodhpur Campus”.

To meet such requirements and to provide services as set out in the Bid document, we attach hereto our response as required by the Bid document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the Bid and the agreement to be entered with IIT Jodhpur. If our proposal is accepted, we will submit the Performance Security Deposit Bank Guarantee in favour of “The Director, IIT Jodhpur” for the amount specified in the Tender Document and issued by a scheduled commercial bank in India as acceptable to IIT Jodhpur.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid document as also in the Agreement to be signed with IIT Jodhpur for providing of outsourced manpower Services. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to IIT Jodhpur are true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead IIT Jodhpur as to any material fact. "we understand that if at any point of time it is noticed/discovered by IIT Jodhpur that as information given by us is false or incorrect or misleading IIT Jodhpur shall have the right to take such necessary action as it may deem fit including cancellation of contract.

It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this financial bid (attached) document as well as such other documents, which may be required in this connection.

Signature

PLACE:

Name of the authorized person

DATE:

Official seal

Important Note: -

1. The payment to the staff deployed by the bidder at IIT Jodhpur for “Empanelment of Agencies for Providing Outsourced Manpower at IIT Jodhpur Campus” shall be made by the bidder as per applicable Minimum Wages Act, amended from time to time, and as applicable on the date of commencement of issue of the Bid.
2. Bids received for partial services will not be entertained and summarily rejected.

(Scope of work for administrative Manpower)

The empanelment agencies shall provide manpower services for the temporary/occasional/routine/intermittent nature as per the requirement for the required duration as and when indent is placed for the same. The specified category of Manpower services shall be provided at IIT Jodhpur Campus situated at Karwar, Jodhpur. The Tenderer will be required to provide the Services of Manpower as per the following categories as and when required: -

- a. Specialized
- b. Highly Skilled
- c. Skilled
- d. Semi-Skilled
- e. Un Skilled
- f. Services specific to impromptu requirements

Job Description

The successful bidder will be required to provide the Services of Manpower as per the following categories as and when required: -

- a. **Specialized** – means who have professional experience/expertise in specific area, must have graduation degree with first division in respective subject/specific area.
- b. **Highly Skilled work** - means work which calls for a degree of perfection and full competence in the performance of certain tasks including clerical works acquired through intensive technical or professional training or practical work experience for certain reasonable period and also requires of an worker to assume full responsibility for the judgement or decision involved in the execution of the tasks, must have graduation degree in any stream.
- c. **Skilled Work** - means work which involves some degree of skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute and the performance of which calls for initiative and judgement, must have educational qualification of 12th pass or ITI or diploma.
- d. **Semi-Skilled Work** - mean work which involves some degree of skill or competence acquired through experience on the job and which is capable of being performed under the supervision or guidance of a skilled employee and include unskilled supervisory work, must have educational qualification of 10th pass.
- e. **Un Skilled Work** - means work which involves simple operations requiring little or no skill or experience on the job.
- f. Services specific to impromptu requirements as the Institute may decide.

(Scope of work for Horticulture Services)

A. Worker roles in Horticulture services

- a. Horticulture Assistant: Project work, field monitoring, Data / Record, stock book, logbook maintains
- b. Supervisor: Supervision of daily work
- c. Head Mali: New landscape development and its maintenance. Topiary, Hedge, shrub and plants trimming, grass cutting with lawn mower, ride and lawn mower and brush cutter, Insecticide and pesticide spraying and fertilizer application, Nursery management and lawn maintenance flower decoration etc
- d. Mali: Unwanted grass cleaning, weeding, watering, brooming in lawn, basin preparation, soil levelling, pit making for new plantation, garbage (Green waste) collection etc.

B. Scope of work includes maintenance of the following areas:

a) Garden/ Lawn Area: -

- 1. Chanakya complex
- 2. Fountain Park
- 3. Football ground
- 4. Hockey ground
- 5. Cricket ground
- 6. Circle of success
- 7. Top of Berms
- 8. Main gate
- 9. Jodhpur club
- 10. Sport Complex lawn
- 11. Cactus garden
- 12. Near W 28 Berm

b) Residential Building lawns: -

- 1. Director residence private lawn (2 Nos.).
- 2. Director residence public lawn (2 Nos.)
- 3. Type-B Housing Park (3 Nos.)
- 4. Around Badminton court at type B Housing
- 5. Type-C Housing Park (2 Nos.)

- c) Hostels Garden (15 Nos.)
- d) Berm Greenery maintenance
- e) Unwanted grass cleaning in campus area.

Following provisions of manpower have been made in this estimate.

- I. Highly Skilled (Horticulture Assistant) - 1 Nos. – (Degree in Agriculture/ Horticulture with 3-year experience in Horticulture and landscaping)
- II. Skilled (Supervisor)- 3 Nos
- III. Semi-skilled (Head Mali)-20 Nos.
- IV. Unskilled labour (Mali)-37 Nos.

Detailed Work Scope

1. General Horticulture activities

- Plantation of trees, shrubs, and flowering plants.
- Watering of plants, gardens, and green spaces.
- All Hedge pruning and training (shape)
- Removing weeds from lawns.
- Berm Greenery maintenance.
- Maintenance of all plants and pot plants in campus area.
- Spraying of insecticides, pesticides, and weedicides and nutrient management.
- Top dressing of soil to maintain plant health.

2. Maintenance and Daily Operations

- Addressing daily horticulture-related complaints across the campus.
- Organizing and managing labour, including Mali, Head Mali, and supervisors.
- Removal of unwanted grass and plants across the campus.
- Pruning and trimming of existing trees and plants.
- Collection of green waste garbage.
- Watering all plants through tanker

3. Special Horticulture Services

- Nursery management services, including propagation and upkeep of plants.
- Implementation of plantation activities within the campus.
- Execution of minor horticulture development work as per the institute's urgent requirements.

4. Decorative and Aesthetic Enhancements

- Artificial flower decoration for campus events and programs.
- Arrangement of ornamental plant pots for beautification.

Horticulture activities in IITJ campus

Sr No.	Type of Area	Total Area in campus
A	Lawn maintenance campus area	
01	Football, Cricket, Hockey ground and lawn near sports complex (04 Nos) maintenance (Watering ground, lawn Cutting, Collection of cutting grass, weeding, insecticide fungicide and nutrient management) maintenance & cleaning area, around its area .	12.50 acres' lawn (544499sq. ft) 6-acre adjacent area cleaning
02	Public Park B type (04 Nos) and plants (Watering, lawn Cutting, Collection of cutting grass, cleaning area, weeding, brooming, insecticide fungicide and nutrient management)	1.18-acre lawn (51400 sq. ft) 2-acre adjacent area cleaning
03	Public park C type (02 Nos) and plants (Watering, lawn Cutting, Collection of cutting grass, cleaning area, weeding, brooming, insecticide fungicide and nutrient management)	0.40-acre lawn (17424 sq. ft) 1 acre adjacent area cleaning
04	Directors Bungalow (Watering, lawn Cutting, Collection of cutting grass, cleaning area, weeding, brooming, insecticide fungicide and nutrient management)	0.41-acre lawn (17860 sq.ft) kitchen garden
05	Admin area, fountain park, and adjacent 2 park (Watering, lawn Cutting, cleaning area with broom, weeding, insecticide fungicide and nutrient management,) (05 Nos. lawn and seasonal plants)	2.5 acre (108900 sq. ft)
06	All departments plants ,lawn , Jodhpur club park and plants, shamiyana area, main gate lawn and plants (Watering, lawn Cutting, cleaning area, weeding, plants management, insecticide fungicide and nutrient management of plants)	1043 sq ft. lawn 500 nos. plants and 1000 nos. shrubs 2 acre adjacent area cleaning

07	Hostel area (15 Nos.) Lawn and hedge plants , shrubs and trees maintenance (Watering, lawn Cutting, cleaning area, weeding, insecticide fungicide and nutrient management)	15 Nos. lawns (3680 sq ft) plants 250 nos and shrubs 500 nos 2 acre area cleaning
B	Maintenance of Berm plants and Hedge cutting	
01	Hedge cutting/ shape (Topiary) and Hedge cleaning (main gate inside outside main gate to brain circle ,brain circle to western berm and brain tree to eastern berm , admin area , B-type, C type area , front of berm, hostel area) addition to Lawn development, Hedge development, Seasonal flower plant plantation, Flower decoration , placing ornamental plant pot on the occasion of different program in campus	30,000 Running ft
02	Berm maintenance (watering, regular plants pruning, Cutting hedge, cleaning area, plant basin, insecticide fungicide and nutrient management)	8.74 Acre greenery plants (380714 sq. feet) cleaning 10000 shrub
C	Open area cleaning	
01	Unwanted grass cutting (road side grass cleaning, divider grass cleaning, swell vegetation cleaning, department area cleaning, health center area, residential area, hostel area grass cleaning, admin area, KV School area B pocket, jodhpur club, shamiyana area, near animal house and open ground time to time grass cleaning for events in campus)	100 acres (actual 400 acre)
D	Tree plantation and maintenance	
01	Trees (Tree plantation, Pit making, soil leveling for planation watering, basin preparation, trimming and pruning large plants to maintain aesthetics and health, Tree guard preparation and installation, rewilding new area, tree counting, spraying insecticide fungicide and nutrient management, , transplantation)	15,000 Nos. plants
02	Potted plants (Earthen) in office / departments , Admin area, LHB , KV School ,Library, maintenance (Watering , insecticide fungicide and nutrient management)	1000 pots plants
E	Special activities	
01	Collection of green waste garbage from different location in campus area.	Avg. 6 trip/day ~1.5 ton (trolley) green waste produce

02	Watering through tanker (watering to new plants and up to 3 years plants in campus) total 6 trip 30,000 lit watering from waste water treatment plants.	Avg. 6 trip/day ~1500 plants watering per day (10,000 plants)
03	Nursery management (watering new plant, poly bag filing, seed germination, Nursery bed preparation, plant shifting, pot plants preparation for facilitation, spraying insecticide fungicide and nutrient management, seed collection)	Total 15000 plants available

Annexure C

(Scope of work for Civil Maintenance)

Civil maintenance work encompasses a wide range of activities aimed at preserving the integrity, functionality, and aesthetics of infrastructure, buildings, and facilities. The goal is to ensure safety, prevent deterioration, and extend the lifespan of various structures and systems. The main areas of civil maintenance include:

1. Building Maintenance

- **Repairs and Renovations:** Fixing structural issues, replacing worn-out materials, and updating building components such as flooring, roofing, and walls.
- **Painting and Coating:** Repainting or applying protective coatings to surfaces to guard against environmental damage and wear.
- **Plumbing work:** Installs, repairs, and maintains plumbing systems for water and drainage
- **Carpentry work:** Repairing or replacing doors, windows, and locks to maintain security and functionality.
- **Welding work:** Welders join or repair metal parts and structures using electric arc welding
- **Sewer cleaning:** Clearing blockages in sewer lines using high-pressure water jets or mechanical rodding

2. Road and Pavement Maintenance

- **Pothole Repair:** Filling cracks and potholes in roads and pavements to ensure safe traffic flow and prevent further damage.
- **Curb and Gutter Repair:** Fixing damaged curbs, gutters, and drains to prevent water accumulation and maintain proper drainage.

3. Sewer Maintenance

- **Sewer Line Cleaning:** Ensuring that sewage lines are clear of blockages, debris, and buildup that could lead to backups or overflows.
- **Sewer Line Inspection:** Conducting regular inspections of sewer systems to identify issues like cracks, leaks, or corrosion, and taking corrective actions.
- **Sewer Line Repair and Replacement:** Repairing or replacing damaged or deteriorating sewer pipes to ensure proper waste management and prevent environmental hazards.

- **Manhole Maintenance:** Inspecting, cleaning, and repairing manholes to ensure safe and accessible entry points for maintenance workers and preventing sewage leaks.

4. Documentation and Reporting

- **Maintenance Logs:** Recording inspections, repairs, and completed work to track performance and future needs.
- **Budgeting and Cost Analysis:** Managing resources and estimating costs to ensure efficient allocation of funds for maintenance tasks.

Worker Roles in Civil Maintenance

Each trade involved in civil maintenance plays a specialized role in ensuring the functionality and safety of infrastructure. Below are the key roles and responsibilities for each trade:

1. Helpers & watch and ward

- **Role:** Supports skilled workers by performing basic tasks such as lifting materials, preparing work areas, and assisting with minor repairs.
- **Watch and ward** of all the pressurize water supply lines services inside tunnel, Trenches & Sub Trench near around all the buildings for checking / Informing day to day complains such as leakage in line, water logging problem etc at all the location inside the campus & cleaning of trenches/sub-trenches as per the given schedule
- **Responsibilities:** Carrying materials, cleaning job sites, assisting with labour-intensive tasks, and operating basic tools.

2. Carpenter

- **Role:** Specializes in working with wood aluminium and other materials to construct, maintain, and repair structures.
- **Responsibilities:**
 - Repairing wooden structures like doors, windows, and kitchen drawers.
 - Performing inspections and ensuring the durability of wooden structures.

3. Mason

- **Role:** Works with stone, brick, and concrete to construct or repair walls, foundations, and other structures.
- **Responsibilities:**
 - Laying bricks, stones, or blocks to build walls and foundations.
 - Repointing masonry joints and repairing cracks in structures.
 - Constructing paved surfaces such as sidewalks, patios, and driveways.

4. Plumber

- **Role:** Installs, repairs, and maintains plumbing systems for water and drainage.
- **Responsibilities:**
 - Installing and repairing pipes, fittings, and fixtures.
 - Inspecting systems to prevent leaks or blockages and ensuring compliance with codes.
 - Replacing plumbing fixtures.

5. Painter

- **Role:** Applies paint, coatings, and finishes to surfaces to improve appearance and protect against wear.
- **Responsibilities:**
 - Preparing surfaces (cleaning, sanding, priming) before painting.
 - Applying protective coatings to exterior and interior surfaces.

6. Sewer Man

- **Role:** Specializes in maintaining and repairing the sewer system, ensuring the safe and efficient disposal of wastewater.
- **Responsibilities:**
 - **Sewer Line Cleaning:** Clearing blockages in sewer lines using high-pressure water jets or mechanical rodding.
 - **Sewer Inspections:** Using cameras and other tools to inspect the condition of sewer lines and identify issues such as cracks, blockages, or corrosion.
 - **Sewer Repair and Replacement:** Repairing or replacing broken, cracked, or corroded sewer pipes and ensuring the system is functioning properly.
 - **Manhole Maintenance:** Inspecting and maintaining manholes to ensure access and prevent leaks.
 - **Emergency Response:** Responding to sewer emergencies such as backups, overflows, or leaks, ensuring that any issues are addressed promptly to prevent health hazards.

7. Welder

- **Role:** Welders join or repair metal parts and structures using electric arc welding
- **Responsibilities:**
 - **Welding Structural Components:** Welding beams, columns, and supports to repair or strengthen metal structures in buildings, bridges, and other infrastructure.
 - **Pipe Welding:** Performing welding on metal pipes and systems for plumbing, heating, and industrial installations.
 - **Fabricating Metal Parts:** Cutting, shaping, and assembling metal components for infrastructure or machinery repair.
 - **Repairs and Maintenance:** Fixing or reinforcing metal structures, including rust removal, re-welding, and ensuring the durability of the welds.

8. Civil Maintenance Supervisor

- **Role:** Oversees maintenance teams, ensuring that tasks are completed safely, on schedule, and to the required standards.
- **Responsibilities:**
 - Coordinating and managing maintenance activities.
 - Scheduling work, ensuring proper resource allocation, and monitoring project progress.
 - Enforcing safety standards and reporting on work performance to management.

(Scope of work for Maintenance Services for Substation, Internal & External Installation)

Round the clock Operation & Maintenance of Sub Stations and its panel equipment's etc. along with internal and external installation;

All the work shall be carried out as per CPWD General specifications for Electrical works, Part-I (Internal)-2013, Part-II (External)- 2005, Sub-Station Part IV -2013 & DG Sets part- VII and should also comply with relevant provisions of the Indian Electricity Rules /Acts as applicable, amended up to date.

1. The work is to be carried out to the entire satisfaction of the Engineer-in-charge and his authorized representative.
2. In case of any complaint against any of the personnel of the contractor, the said person will have to be replaced immediately by the contractor and the decision of the OIE, IIT Jodhpur in this regard shall be final and binding on the contractor.
3. In case of any dis-obedience by the staff of the contractor with the occupant's/authorities/ Engineer-in-charge and his authorized representatives, the contractor shall be responsible fully for such consequences and such staff shall be removed from the site immediately.
4. The contractor shall maintain logbook exhibiting all the checks, fault with date and time. The logbook is to be provided by the contractor and the same shall be property of department after it is filled/or when work is completed.
5. All installation shall be kept clean and safe from risk of Fire/Theft/Accidents and damage etc.
6. The contractor shall authorize his responsible representative to receive the required material from the Department for day-to-day maintenance work & dismantle material is to be return back to the department daily.
7. Boarding and lodging of the maintenance staff of the contractor will be the responsibility of the contractor. The arrangement will not be permitted inside the campus.
8. It shall be entirely the responsibility of the contractor to ensure that no unlawful act is done by his persons while on duty. In case any theft/ loss to the department's property due to the negligence or carelessness on part of staff employed by the contractor for the work the contractor shall be fully responsible and shall have to make good the same.
9. The Staff Employed by the contractor shall be at the sole responsibility and liability of contractor and they will be employee of the contractor and all expenses in connection with these Employees shall be borne by the contractor. Department shall not bear any liability whatsoever with regard to these staff. The contractor shall provide at his own cost all statutory benefits to the staff employed by the contractor and department will not entertain any liability whatsoever on this account.
10. Any of the persons employed for the work may be engaged at any other workplace within the jurisdiction of engineer in charge.

11. Meter reader shall provide the residence area, academic area and commercial establishment meter readings as and when required basis. The meter reader shall completely be occupied for the said area and they also responsible for checking of inventory during the handing over and taken over of the residence housing areas and commercial establishments.
12. Contractor shall inform the department well in advance in writing about the requirement of necessary spares and consumables items required in connection with the satisfactory operation/availability of the system services.
13. The contractor shall be fully responsible for any damaged caused to buildings, machineries, equipment's which are properties of the Department by any of his staff unintentionally or wilfully and shall be bound to make good the damage forth with failing which the Engineer- in-charge shall get damaged rectified /replaced at the contractor's risk and cost and the amount recovered from the contractor's dues.
14. The contractor is fully responsible for any damaged caused to any machineries installed at substations and buildings such as transformer, DG set, RMU, LT Panel, HT panel, VCB, MCCB, APFC, ACB, Busbar etc. due to any of the reason during the contract period or extended period, if any.
15. The logbook (Maintenance register/Site book/Substation logbook/Diesel Register etc) for the systems shall be arranged by the contractor at his own cost and shall be produced as and when asked or at a regular interval, duly completed, as decided by the Engineer-in-charge or his authorized representatives. All the register etc. connected with the work shall be returned to the department. Suitable action towards penalty will be taken, if logbook not produced.
16. The handing of diesel oil / lubricant oil within the office premises is also included in the scope of work.
17. The Contractor shall depute staff with minimum qualification and experience as detailed here under in consultation with Engineer –in charge with prior permission:
- a. **Wiremen/Operator/Electrician:** 10th Passed along with Valid Electrical License or 2-year Govt. Recognized I.T.I from Electrician/Wireman Trade with Two years' experience in relevant field.
 - b. **Supervisor:** Diploma/Degree in Electrical Engineering with 3-year experience in operation and maintenance of substations and must have knowledge of computer skills (MS office etc.)
 - c. **HT Lineman:** 10th Passed, Valid Electrical License or 2- year Govt. Recognized I.T.I from Electrician Trade with three years' experience in any DISCOM 33KV GSS and line maintenance.
 - d. **Khallasi** - Khallasi should be physically fit and must have One-year experience in the relevant field
18. The contractor shall take all precaution for safety of the workmen. If any accident/ mishap occurs due to safety or any other reason, the department (IITJ) shall not be responsible for the same. Consequently, any compensation payable shall be at the contractor cost.
19. The Contractor is fully responsible for the workmen deployed at site under this contract for safety, accident, any mishap occurs or any other unwanted misery at site. IITJ is not responsible/liable for any kind compensation, treatment or any kind of favour.

20. The work shall be done in full co-operation with other agencies working at site. The staff deputed shall be soft spoken, well behaved and physically fit.
21. The department is at liberty to discontinue the any staff if the performance is not found satisfactory, in accordance with the terms and conditions without assigning any reason.
22. Watch and ward of the entire installation shall be contractor's responsibility. Any loss or damages to the equipment's shall have to be made good by the contractor without any extra cost, otherwise the same shall be done at the risk and cost of the contractor.
23. The firm shall Submit insulation test report, High potential test report during Monsoon Season and earth test report during summer season in format as given by concerned JE's/AE's or Engineer-in- charge and get it signed through concerned IITJ Engineer.
24. Calibration for relays has to be checked for H.T. Panel at least every three months and submit the report accordingly. The testing may be done other than working days.
25. The DG Sets shall always be kept in Automatic Operation and ready to start mode at all times for taking load in case of mains failure, unless advised contrary by the Department. If it is not, a recovery of Rs. 500/- (Rs. Five Hundred Only) per occasion noticed, shall be made from the contractor's bills by the department.
26. The lubricating oils for top -up in the D.G. sets shall be supplied by the contractor during normal office hours on demand and the contractor shall keep its accounts in the logbooks.
27. The Diesel Oil for DG Sets shall be supplied by the department. It shall be filled in by the contractor in the service tanks and its accounts should be maintained in the logbooks of each DG sets.
28. Each DG Set shall be test run for minimum as per rule and specification specified in relevant specification and the readings shall be entered in the logbooks. Each DG set will have to run on load even without mains failure as per the directions of the Engineer-in- charge or his authorized representatives.
29. This contract also includes –
- a. Periodical cleaning of radiators, water fillings etc.
 - b. Daily checking of the whole installations covered in this contract and its minor repairs/ adjustments etc. as required.
30. The contractor shall be responsible for the safe custody of all DG Sets equipment's such as firefighting equipment, fans, fittings, generators, all Panels, earthing pits, cables etc. at all times. The contractor shall be responsible for all thefts, pilferage, damages etc. and such materials/ work shall be made good free of cost. If it is not done, suitable recovery shall be made from the bills of the contractor.
31. Minor material such as switchgears, spares etc. for Panel boards etc. required for operation of the DG sets shall be supplied by the department free of cost for replacement and all dismantled materials shall be returned to the department by the contractor at all times.
32. Contractor shall provide Uniform 2 sets for summer and 2 sets for winter to all workers. Nothing extra shall be paid by department on this ground. All workers of the contractor shall come in uniform. The name of worker shall also be displayed on the uniform, no worker shall be allowed to enter into IIT Jodhpur premises without Uniform, failing which recovery Rs. 500

per person per shift shall be recovered from the contractor's bill. Colour, shade and pattern of uniform shall be decided by Engineer-in charge.

33. Since the Installation is under Defect Liability Period it is the duty of Contractor to Provide the detail of Defect occurred of non-Consumable items immediately to IITJ Engineer of work. The DLP Agency shall provide the replacement of defected material and Contractor has to install it on timely basis.

34. The deployed technician and operator shall attend to all complaints received from the department, users, buildings, etc., from time to time to ensure the smooth functioning of the systems. Deployed manpower will also be responsible for attending to the preventive maintenance for the buildings and services available on the campus.

35. Deployed manpower/ operator will be responsible for operating the switchgear during failure of power supply of the campus, and coordination with each other technician or operator deployed at the substation for smooth functioning of the system.

Annexure D.2

(Scope of work for Operation & maintenance of HVAC plant)

1. All the work shall be carried out as per CPWD General specifications for Electrical works, Part-I (Internal)-2013, Part-II (External)- 2005, Sub-Station Part IV -2013;Ch 9.1 9.1 General Specifications for Heating, Ventilation & Air-Conditioning (HVAC) - 2024 and should also comply with relevant provisions of the Indian Electricity Rules /Acts as applicable, amended up to date.

2. The work is to be carried out to the entire satisfaction of the Engineer-in-charge and his authorized representative.

3. In case of any complaint against any of the personnel of the contractor, the said person will have to be replaced immediately by the contractor and the decision of the OIE, IIT Jodhpur in this regard shall be final and binding on the contractor.

4. In case of any dis-obedience by the staff of the contractor with the occupant's/authorities/Engineer-in-charge and his authorized representatives, the contractor shall be responsible fully for such consequences and such staff shall be removed from the site immediately.

5. The contractor shall maintain logbook exhibiting all the checks, fault with date and time. The logbook is to be provided by the contractor and the same shall be property of department after it is filled/or when work is completed.

7. All installation shall be kept clean and safe from risk of Fire/Theft/Accidents and damage etc.

8. The contractor shall authorize his responsible representative to receive the required material from the Department for day-to-day maintenance work & dismantle material is to be return back to the department daily.

9. Boarding and lodging of the maintenance staff of the contractor will be the responsibility of the contractor. The arrangement will not be permitted inside the campus.

10. It shall be entirely the responsibility of the contractor to ensure that no unlawful act is done by his persons while on duty. In case any theft/ loss to the department's property due to the negligence or carelessness on part of staff employed by the contractor for the work the contractor shall be fully responsible and shall have to make good the same.

11. The Staff Employed by the contractor shall be at the sole responsibility and liability of contractor and they will be employee of the contractor and all expenses in connection with these Employees shall be borne by the contractor. Department shall not bear any liability what so ever with regard to these staff. The contractor shall provide at his own cost all statutory benefits to the staff employed by the contractor and department will not entertain any liability whatsoever on this account.

12. Any of the persons employed for the work may be engaged at any other work place within the jurisdiction of engineer in charge.

13. Contractor shall inform the department well in advance in writing about the requirement of necessary spares and consumables items required in connection with the satisfactory operation/availability of the system services.

14. The contractor shall be fully responsible for any damaged caused to buildings, machineries, equipment's which are properties of the Department by any of his staff un- intentionally or wilfully and shall be bound to make good the damage forth with failing which the Engineer-in-charge shall get damaged rectified /replaced at the contractor's risk and cost and the amount recovered from the contractor's dues.

15. The contractor is fully responsible for any damaged caused to any machineries installed at HVAC Plant – Chillers, Pumps, Motors , VFDs, Electrical Panel , Breaker , Relays, Cooling tower and pipe line . Low side equipment's – FCUs, AHUs , CSU, Hi-wall unit , Split ACs etc. due to any of the reason during the contract period or extended period, if any.

16. The log book (Maintenance register/Site book/Substation log book/Diesel Register etc) for the systems shall be arranged by the contractor at his own cost and shall be produced as and when asked or at a regular interval, duly completed, as decided by the Engineer-in-charge or his authorized representatives. All the register etc. connected with the work shall be returned to the department. Suitable action towards penalty will be taken, if log book not produced.

17. The cleaning of the entire system components, its various equipment's and Components, control panels, rooms etc. shall be the responsibility of the contractor at all times.

19. The Contractor shall depute staff with minimum qualification and experience as detailed here under in consultation with Engineer –in charge with prior permission: -

- a. **AC mechanic cum Electrician:** - 10th Passed along with Valid Electrical License or 2-year Govt. Recognized I.T.I from Electrician/ with Three years' experience in HVAC work.
- b. **HVAC plant Operator** - 10th Passed along with 2-year Govt. Recognized I.T.I from HVAC/ with Three years' experience in operations & maintenance of water cooled chillers.
- c. **Supervisor-** Diploma/ Degree in Electrical/ mechanical Engineering with 3-year experience in HVAC OR Senior Secondary passed along with 5 year experience in HVAC.

- d. **Khallasi/Helper-** Khallasi should be physically fit and must have One-year experience in the HVAC.
 - e. **Welder:** 2-year Govt. Recognized I.T.I with Mechanical and having Welder Qualification Certificate (WQC) / Welder Performance Qualification (WPQ) with 6G test position
20. The contractor shall take all precaution for safety of the workmen. If any accident/ mishap occurs due to safety or any other reason, the department (IITJ) shall not be responsible for the same. Consequently, any compensation payable shall be at the contractor cost.
21. The Contractor is fully responsible for the workmen deployed at site under this contract for safety, accident, any mishap occurs or any other unwanted misery at site. IITJ is not responsible/liable for any kind compensation, treatment or any kind of favour.
22. The work shall be done in full co-operation with other agencies working at site. The staff deputed shall be soft spoken, well behaved and physically fit.
23. The department is at liberty to discontinue the any staff if the performance is not found satisfactory, in accordance with the terms and conditions without assigning any reason.
24. Watch and ward of the entire installation shall be contractor's responsibility. Any loss or damages to the equipment's shall have to be made good by the contractor without any extra cost, otherwise the same shall be done at the risk and cost of the contractor.
25. Cleaning of HVAC plant and electrical installation under maintenance of contract shall be done by the contractor.
26. The lubricating oils for top -up in the D.G. sets shall be supplied by the contractor during normal office hours on demand and the contractor shall keep its accounts in the logbooks.
27. Minor material such as switchgears, spares etc. for Panel boards etc. required for operation of the HVAC plant shall be supplied by the department free of cost for replacement and all dismantled materials shall be returned to the department by the contractor at all times.
28. Contractor shall provide Uniform 2 sets for summer and 2 sets for winter to all workers. Nothing extra shall be paid by department on this ground. All workers of the contractor shall come in uniform. The name of worker shall also be displayed on the uniform, no worker shall be allowed to enter into IIT Jodhpur premises without Uniform, failing which recovery Rs. 500 per person per shift shall be recovered from the contractor's bill. Colour, shade and pattern of uniform shall be decided by Engineer-in charge.
29. Since the Installation is under Defect Liability Period it is the duty of Contractor to Provide the detail of Defect occurred of non-Consumable items immediately to IITJ Engineer of work. The DLP Agency shall provide the replacement of defected material and Contractor has to install it on timely basis.
30. The deployed technician and operator shall attend to all complaints received from the department, users, buildings, etc., from time to time to ensure the smooth functioning of the systems. Deployed manpower will also be responsible for attending to the preventive maintenance for the buildings and services available on the campus.
32. Deployed manpower/ operator will be responsible for operating the switchgear during failure of power supply of the campus, and coordination with each other technician or operator deployed at the substation for smooth functioning of the system.

Annexure D.3

(Scope of work for Fire alarm system)

1. The Contractor shall depute staff with minimum qualification and experience as detailed here under in consultation with Engineer –in charge with prior permission: -

a. **Technician/Operator** :- Diploma in Electronics/Electrical with two year Experience / 2-year Govt. Recognized I.T.I from Electrician/ with Three years' experience in Operation & maintenance of fire Alarm System and Smoke detection system.

b. **Helper/Khallasi**: Khallasi should be physically fit and must have One-year experience in the relevant field.

Annexure D.4

(Scope of work for DWTS & WTP Electrical)

1. The Contractor shall depute staff with minimum qualification and experience as detailed here under in consultation with Engineer –in charge with prior permission: -

a. **Operator**: - 10th Passed or 2-year Govt. Recognized I.T.I from Electrician/Mechanic with Three years' experience in Pumping Station maintenance.

b. **Technician- Water purifier maintenance**: 10th Passed or 2-year Govt. Recognized I.T.I from Electrician/with Three years' experience in water purifier system maintenance

c. **Technician- Pumping station maintenance**: 10th Passed or 2-year Govt. Recognized I.T.I from Electrician/Mechanic with Three years' experience in Pumping Station maintenance

d. **Helper/Khallasi**: Khallasi should be physically fit and must have One-year experience in the relevant field.

e. **Sewerman**: Sewerman should be physically fit and must have One-year experience in the relevant field.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

The Director
Indian Institute of Technology Jodhpur
NH 65 Nagaur Road Karwar 342037

WHEREAS.....
(Name and address of the Supplier) (herein after called “the Supplier”) has undertaken, in pursuance of contract no..... dated (herein after called “the contract”) to supply

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled/nationalized bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid up to and including the day of, 20.....

.....

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Annexure-F

Format for Technical Bid (on letter head)

S No	Descriptions	Information to be filled by the Tenderer (if required separate sheets may be enclosed)	
1.	Name, Address, Mobile No & E mail ID of Tenderer with complete contact details		
2.	Type of Organization (Whether proprietorship, partnership, private limited, limited company)		
3.	Name and Address of the Directors Proprietor /Partners		
4.	Bank details of Agency (Name of Bank, Branch, Account No & IFSC Code of Bank/Branch)		
5.	Declaration regarding blacklisting or otherwise by the Govt Departments.		
6.	Year of formation of the company/ experience as a Labour supplier Agency		
7.	Details of Registration (MOA/AOA)	R No	Copy enclosed : Y / N
8.	Income Tax Return for last three Financial years (attach copies)	Copy Enclosed	Y / N
9.	Turnover of the Agency during last three financial years (attach copies)	Copy Enclosed	Y / N
10.	Details of Registration with Statutory Authorities like a) EPF b) ESIC, c) Service Tax /GST Number d) PAN Number e) Relevant Experience f) Labour License g) Valid Labour contract license (under labour contract act/laws and other details of the company/firms to enable them to judge the suitability)	PF Registration No	Copy enclosed : Y / N
		ESIC Registration No	Copy enclosed : Y / N
11.	Availability of the service provider in Rajasthan		Copy enclosed : Y / N
12.	Details of Earnest Money Deposit (EMD)	DD No	Date

13.	MSME/NSIC Registration		
14.	Any other information		
	Experience of similar services (the bidder must have executed at least one single order of 80% value of the bid Two orders each of 50% of the bid Or three orders each of 40% value of the bid for similar services in the last three years to any Central/State Govt/PSU's		

Seal & Signature of authorized signatory of the agency

Annexure-G**List of Major Clients, including Central/State Govt/PSU's.**

S No	Name of Client with Contact Details	Category / Nature of Manpower Services supplied	Duration for which Manpower Service Supplied (Yr)	No of Manpower Service Supplied
1.				
2.				
3.				
4.				
5.				

Copies of relevant documents are to be enclosed in support of above information.

Seal & Signature of authorized signatory of the agency

Annexure-H**Turnover during the last three years**

S. No.	Years	Turnover in Rupees (in words and figures)	Copy Enclosed / Not Enclosed
1.	2024-25		Y / N
2.	2023-24		Y / N
3.	2022-23		Y / N

Please enclose documentary evidence for above facts, duly verified by the Chartered Accountant (CA).

Seal & Signature of authorized signatory of the agency

Annexure-I

Sample of Financial/Price Bid to be filled by the bidder in the price bid

S. N.	Description	Quantity	Unit	Rates of wages including VDA per day (In Rs.)*	Amount per year (In Rs.)
1.	Manpower- Highly Skilled	84	Nos.	981	3,00,77,460.00
	Manpower - Skilled	60	Nos.	893	1,95,56,700.00
	Manpower- Semi-Skilled	43	Nos.	760	1,19,28,200.00
	Manpower- Unskilled	64	Nos.	674	1,57,44,640.00
	Manpower- Specialized	11	Nos.	1280*	51,39,200.00
		*As decided by IITJ from time to time			
2.	Sub Total (A)=				8,24,46,200.00
3.	EPF for Outsourced Staff@ 13%of A = (B)	Maximum Ceiling of Rs. 15000.00		(13%of15000=1950)	61,30,800.00
4.	ESI @ 3.25% of A = (C)				26,79,501.50
5.	Sub Total (D)= (B+C)				88,10,301.50
6.	Total (E) = (A+D)				9,12,56,501.50
7.	GST @ 18% on (E)= F				1,64,26,170.27
8.	Total G= E+F				10,76,82,671.77

S. N.	Description of Item	Quantity	Unit	Rate (In Rs.)	Amount per year (In Rs.)
1.	Service Charges in percentage of (A) inclusive of applicable taxes/ GST etc (= H)	Service Charges To be quoted in Percentage (%) only On Sub Total (A)	Per month		
Total charges per annum for outsourced services (In Rs.) = (G+H) = I				To be quoted in financial bid only	

- The bidder has to quote the Total charges per annum for Outsourced Services (i.e. 'I', as mentioned in the above table) including all taxes & charges & also submit the filled sheet as per annexure 'I' along with the financial bid only.
- The bidder should not quote price anywhere in the technical bid. Such type of bids will be considered as non-responsive & out rightly rejected.
- The bids having predatory pricing will be out rightly rejected.

Note:

- a. Payment will be processed on monthly basis after verification of the submitted proof of payments of all the statutory compliances.
- b. Payment for wages/salaries to deployed outsourced manpower will be paid as per Annexure 'I' of tender document and as per latest Central Government minimum wages norms, revised from time to time.
- c. The rates of wages including VDA has been considered based on the File No. 1/6(5)/2025-LS-II dated 28/03/2025 and File No. 1/6(3)/2025-LS-II dated 28/03/2025 Government of India, Ministry of Labour and Employment, Office of Chief Labour Commissioner (C), New Delhi The above mentioned wages/statutory dues will be revised as per the latest Govt. of India norms. EPF and ESI contributions will be applicable as per government norms, including any revisions from time to time.
- d. The Service Provider will deposit the wages and applicable allowances in individual's bank account after taking out the service charges. EPF, ESI and Other statutory components shall be deposited by the Service Provider with the respective agencies on or before the due dates. The Service Provider shall submit the bank deposit slip of payment of wages paid to its employees deployed at IIT Jodhpur acknowledged by the bank to IIT Jodhpur Administration on last working day of the month.
- e. The Service Provider is under obligation to submit Provident Fund and ESI challan of the previous month along with the current bill raised. The reimbursement of the monthly bill would be subject to the submission of the respective EPF and ESI challan by the Service Provider.

CODE OF INTEGRITY:

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

- (i) prohibition of
 - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g. obstruction of any investigation or auditing of a procurement process.
 - h. making false declaration or providing false information for participation in a tender process or to secure a contract;
- (ii) disclosure of conflict of interest.
- (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause
 - (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

INTEGRITY PACT

To

Authorized Officer IIT Jodhpur

Sub: Submission of bid for providing Outsourced Manpower Services at IIT Jodhpur

Dear Sir/Madam,

I / We acknowledge that IIT Jodhpur is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.

I / We agree that the cited tender is an invitation to offer made on the condition that I / We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I /We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND

ABSOLUTE ACCEPTANCE of this condition of the tender.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by IIT Jodhpur. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article-1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, IIT Jodhpur shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender / bid.

Yours faithfully,

(Duly authorized signatory of the Tenderer / Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIT Jodhpur

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this.....day of.....20...

BETWEEN

Director IIT Jodhpur represented through Authorized Officer, IIT Jodhpur (Herein after referred as the '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 (here-in-after referred to as the
(Details of duly authorized signatory)

"Bidder/Bidder/contractor/Agency" and which expression shall unless repugnant to the meaning or context here of include its
successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (No.
.....)

(here-in-after referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract forName of work)

Here-in-after 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 relation with its Bidder(s) and Bidder/contractor/Agency(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (herein after 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 asunder:

Article 1: Commitment of the Principal / Owner

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

(a) 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.

(b) 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.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) 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 Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder (s) / Bidder/contractor/Agency (s)

1) It is required that each Bidder / Bidder/contractor/Agency (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / 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) / Bidder/contractor/Agency(s) commit 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) / Bidder/contractor/Agency(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 Orto 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) / Bidder/contractor/Agency (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)/Bidder/contractor/Agency(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(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)/ Bidder/contractor/Agency(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Bidder/contractor/Agency(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 participate 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)/ Bidder/contractor/Agency(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) 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.
- 3) The Bidder(s)/Bidder/contractor/Agency(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Bidder/contractor/Agency(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 Government interests.
- 5) The Bidder(s)/Bidder/contractor/Agency(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 be fall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

- 1) Without prejudice to any rights that may be available to the Principal/Owner under law or the Bidder/contractor/Agency 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)/Bidder/contractor/Agency(s) and the Bidder/Bidder/contractor/Agency accepts and undertakes to respect and uphold the Principal/Owner's absolute right:
- 2) If the Bidder(s) / Bidder/contractor/Agency(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 bidder/contractor/Agency shall have powers to disqualify the Bidder(s)/Bidder/contractor/Agency(s) from the Tender processor terminate / determine the Contract, if already executed or exclude the Bidder/Bidder/contractor/Agency 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.

3) **Forfeiture of Performance Guarantee:**

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 of the Bidder/Bidder/contractor/Agency.

4) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Bidder/contractor/Agency, or of an employee or a representative or an associate of a Bidder or Bidder/contractor/Agency which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption 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/Bidder/contractor/Agency as deemed fit by the Principal/Owner.

3) If the Bidder/Bidder/contractor/Agency 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.

Article5: Equal Treatment of all Bidders/Bidder/contractor/Agencies/Sub-bidder/contractor/ Agencies

1) The Bidder(s) / Bidder/contractor/Agency(s) undertake(s) to demand from all sub-bidder/contractor/Agencies a commitment in conformity with this Integrity Pact. The Bidder / Bidder/contractor/Agency shall be responsible for any violation(s) of the principles laid down in this agreement /Pact by any of its Sub-bidder/contractor/Agencies/sub-vendors.

2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Bidder/contractor/Agencies.

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 vendor/tenderer 12 months after the completion of warranty period under the contract or till the continuation of defect liability period, whichever is more and for all other bidders/tenderers, 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, IIT Jodhpur.

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 Bidder/contractor/Agency 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 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 there of 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/Bidder/contractor/Agency) WITNESSES:

1(Signature, name and address)

2(Signature, name and address)

Place: -

Dated: -