



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

कोलकाता परिसर
KOLKATA CAMPUS

अनुबंधित आधार पर स्किल्ड / सेमी-स्किल्ड / अनस्किल्ड वर्कर्स की आपूर्ति
SUPPLY OF SKILLED / SEMI-SKILLED / UN-SKILLED WORKERS ON
CONTRACT BASIS

निविदा पत्र
TENDER DOCUMENT

अनुबंध की शर्त
CONDITION OF CONTRACT

Price: The tender document can be downloaded from IIFT Website www.iift.edu as well as from CPP Portal www.eprocure.gov.in also and to be submitted along with a Demand Draft for Rs.1,180/- (1000/- + 18% GST) in favour of "Indian Institute of Foreign Trade", payable at "Kolkata".

निविदा संदर्भ संख्या / TENDER REF. NO.:

IIFT(K)/E&M/006/OM/2021-22

दिनांक / DATED:- 10/02/2021

TENDER SUBMISSION LETTER (Specimen)

To,
The Section Officer
Indian Institute of Foreign Trade
1583, Madurdaha, Chowbaga Road,
Kolkata – 700107

Subject: Tender for supply of SKILLED /SEMI-SKILLED/UNSKILLED WORKERS TO IIFT

Dear Sir,

In response to your tender inviting notice for the above mentioned contract, I/We, a Company / Partnership / Sole Proprietor submit the tender with following particulars:

Sl. No.	Description	Particulars
1	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No. Fax No. Mobile No.	
6	Address of Branches	
7	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners, in case of partnership firm	
8	Name of Banker's & Branch with full address Type of Account & Account Number Name(s) of person(s) operating the account (enclose banker's certificate)	
9	ESI and PF Code allotted by PF Commissioner, West Bengal with photocopy of certificate	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as affecting the tender invited by on behalf of the **Indian Institute of Foreign Trade (IIFT)**, I/We, the undersigned, hereby offer to provide qualified staff as indicated in the Tender Document and undertake to supply SKILLED / SEMI-SKILLED / UNSKILLED WORKERS strictly in accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the bill on monthly basis and accept the payment made to the workers as per the wages fixed by IIFT or Minimum wages declared by the **Govt. of West Bengal** from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages Act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us.

I/We also agree that the payment of wages of the manpower would be made strictly through NEFT.

The Institute reserves the right to reject any or all the quotations or accept them in part or to reject the lowest quotations without assigning any reasons. The Institute further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We have enclosed **“Bid Security Declaration”** as per the specified format along with the Technical Bid.

I/We further pay and have enclosed the cost of Tender of **Rs.1,180/-** (Rupees One Thousand One Hundred Eighty only) in the form of Demand Draft drawn in favour of **“Indian Institute of Foreign Trade”**, payable at **“Kolkata”**.

Thanking you,

Yours faithfully,

Signature
(Name & Designation with official seal)

Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm

Name of the Firm :

Address of the Firm :

Copy of Power of Attorney to be submitted (which will be compared with the original in case the tender is awarded).

INDIAN INSTITUTE OF FOREIGN TRADE
1583, MADURDAHA, CHOWBAGA ROAD,
KOLKATA – 700107

Ref. No.: IIFT(K)/E&M/006/OM/2021-22

Dated: 10/02/2021

NOTICE INVITING TENDER (NIT)

FOR SUPPLY OF SKILLED / SEMI-SKILLED / UNSKILLED WORKERS ON CONTRACT BASIS

Annual Value of Contract Rs.1 Crore

INDIAN INSTITUTE OF FOREIGN TRADE (IIFT) invites sealed tenders under two-bid system from reputed and experienced agencies for **SUPPLY OF SKILLED / SEMI-SKILLED / UNSKILLED WORKERS ON CONTRACT BASIS** at the above address for further deployment.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing “Technical Bid” super-scribed “**Technical Bid for Supply of Skilled / Semi-Skilled / Unskilled Workers on Contract Basis**” and another Sealed Cover-II containing “Financial Bid” super-scribed “**Financial Bid for Supply of Skilled / Semi-Skilled / Unskilled Workers on Contract Basis**” should be further placed in a third sealed cover super-scribed “**Tender for SUPPLY OF SKILLED / SEMI-SKILLED / UNSKILLED WORKERS ON CONTRACT BASIS**” and should reach IIFT, Kolkata by **14:00 hrs** on or before **03/03/2021**. The technical bids shall be opened on **03/03/2021 at 15:30 hrs** in the E&M Section of IIFT Kolkata in the presence of authorized representatives of bidders. After technical evaluation of bids, the financial bids of only those bidders who qualify in technical evaluation for which checklist is given in **Annexure-IV** shall be opened. The date of opening of Financial Bid will be intimated later on to the responsive bidders only. Bidders are advised to write their current phone number in the attendance sheet at the time of opening the technical and financial bids.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from IIFT’s website www.iift.edu as well as CPP Portal www.eprocure.gov.in in tender section and submit along with a fee of Rs.1,180/-. The “**Bid Security Declaration**” should be submitted with the **Technical Bid as per the specified format.**

The bid shall remain valid for 90 days from the date of opening of Technical bid. Any future clarification and / or corrigendum(s) shall be communicated through tender section on the IIFT website www.iift.edu and CPP Portal www.eprocure.gov.in.

Note: This notice is a part of the Tender Document.

Section Officer
Indian Institute of Foreign Trade (Kolkata)
Tel. No.: (033) 2419 5700 / 5900
E-mail: sokol@iift.ac.in

TENDER DOCUMENT

Subject: TENDER FOR SUPPLY OF SKILLED / SEMI-SKILLED / UNSKILLED WORKERS ON CONTRACT BASIS AT IIFT, 1583, MADURDAHA, CHOWBAGA ROAD, KOLKATA - 700107

ENVELOPE-1: TECHNICAL BID (In separate sealed Cover-I super-scribed as Technical Bid for Supply of Skilled / Semi-Skilled / Unskilled Workers on Contract Basis):

Name of the work: Contract for SUPPLY OF SKILLED / SEMI-SKILLED / UNSKILLED WORKERS ON CONTRACT BASIS in IIFT, Kolkata Campus.

CONTENTS AND ELIGIBILITY CRITERIA

1. The Tenderer / Bidder shall have at least **03 years** experience in these fields and shall submit **self-attested copies** of the following documents along with the tender documents:
 - a) PF Registration with **PF code number**.
 - b) ESI Registration with number.
 - c) Valid Licence issued in respect of previous employers by Regional Labour Commissioner (i.e. **Govt. of West Bengal**).
 - d) **Details of works of similar nature carried out** in Central / State Govt. Bodies / Department / PSUs / Autonomous bodies / industries / factories or other similar organization in the last 03 years ending on 31st March 2020.
 - e) Proof showing **at least one currently valid contract** in similar field.
 - f) Copies of audited balance sheet and Profit & Loss A/c of previous three (03) financial years ending 31st March 2020 duly certified by CA.
 - g) **List of Arbitration cases (if any)**.
 - h) Copies of certificates / allotment letter of **GST and PAN** Number.
 - i) Details of managerial, supervisory and other staff members.
 - j) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at **IIFT, Kolkata**.
 - k) Copy of Last income tax return.
 - l) **Other documents as mentioned in checklist (Annexure-IV)**.
2. Certificates provided for the works detailed in 1 (d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed, in order to confirm conformity to the defined similar works.
3. Approximate number of **SKILLED / SEMI-SKILLED / UNSKILLED WORKERS** required in IIFT is given in **Annexure-I**. The actual number may vary as per the requirement of the Institute.
4. Tenderer / bidder shall submit details of organizations, where he has undertaken such similar services as per **Annexure-II**.
5. General Terms and Conditions of the Contract to be fulfilled by the Tenderer /

Bidder are given in **Annexure-III** and the bidder shall submit it with technical Bid duly stamped & signed on each page in lieu of agreeing to them.

6. Tenderer / bidder shall submit details as per checklist given in **Annexure-IV** along with the Technical Bid.
7. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
8. **The bidder should have a full fledged registered office in Kolkata.**
9. There should be no case pending with the police against the proprietor / firm / partner or the company (Agency). **The firm should give such an undertaking with their bid.**
10. The bidder has to submit of “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. Bids received without “Bid Security Declaration” shall stand rejected and thus, shall not be considered for evaluation at any stage.
11. **The selected agency should migrate all the existing manpower deployed at Indian Institute of Foreign Trade (IIFT), Kolkata Campus to their roll without any cost and pay the existing salary / wages.**
 - (a) In case the selected agency fails to provide or supply the manpower as required and to the satisfaction of IIFT, the Institute will advertise the vacancy through appropriate medium and select the suitable manpower.
 - (b) The agency will not charge or collect any fee from any outsourced employee / IIFT on account of additional requirement of manpower other than the agreed service charge. IIFT at its own discretion can engage the staff as per its requirement for which no cost except the service charge is payable to the contractor.
12. The bidder (including NSIC / MSMEs who are registered with the designated bodies) shall furnish performance guarantee in the form of Bank Guarantee from any scheduled Commercial Bank to IIFT for an amount equal to 3% of the value of purchase order within 14 days from the date of issue of Purchase Order by IIFT. The Bank Guarantee Bond shall be valid for 18 months, in the Performa provided in Bid Document.
13. The bid shall be valid and open for acceptance of the Competent Authority of IIFT for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained during this period.
14. An agreement shall be signed with the successful bidder as per specimen enclosed.

15. Counter Terms & conditions will not be accepted as also any additions / deletions or change in our format will not be allowed.
16. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
17. **The properly sealed tender should be sent by Registered post or deposited in the Reception / Security Guard Room, at the Main Gate of IIFT, Kolkata.**
18. Tenders received late (including postal delay)/in open condition/without Bid Security Declaration/not meeting the tender condition/incomplete in any respect are liable to be rejected.
19. **Conditional bid, if any, shall be rejected.**
20. Bid process shall be cancelled in the event of receipt of single responsive bid. Tendering process shall be finalized only when there are at least two responsive bids.

Note: Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together. Evaluation of these parameters shall be based on the documents and information submitted by the bidder(s) without recourse to extrinsic evidence. **In a normal situation, the contract shall be awarded to the party quoting the lowest service charge. However, mere lowest service charge is not the sole criteria of selection.** IIFT is not bound to accept the lowest rates. Without affecting the sanctity of the above criteria, IIFT has the power to relax any condition of eligibility criteria qualifying the bid(s) based on the merit of each case and, if the situation so warrants, in the interest of work of IIFT.

21. **IIFT reserves the right to accept or reject any or all bids without assigning any reasons.**
22. **IIFT also reserves the right to reject any bid (including the lowest one) which, in its opinion, is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.**
23. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. **All the pages of the tender form should be sealed & signed by the bidder as a token of acceptance.**
24. The rates should be indicated both in words and figures. In case of discrepancy between the figure (number) and words, the rates given in figures or words whichever is lowest only will be taken as authenticated and no further clarification will be sought from the bidder.

25. **No party shall be permitted to tender for work in IIFT in which any of their near relatives is an employee connected with the award and execution of the contract.** They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the IIFT or in the State or Central Government. Any violation of this condition which comes to the Notice of IIFT after the contract is awarded will entitle IIFT to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to IIFT on account thereof.

The above clause is as per the standard practice for such tender and may be reviewed.

26. **EXPERIENCE:-** Providing Back-office staff service will only be considered as similar works. Any other services like Housekeeping/Peon/Security etc. Services will not be considered in this category.

Date & Time of Pre-bid Meeting :- 19/02/2021 at 15:30 hrs.

ENVELOPE- 2: PRICE BID

Sub: ANNUAL CONTRACT FOR SUPPLY OF SKILLED / SEMI-SKILLED / UNSKILLED WORKERS ON CONTRACT BASIS

CONTENTS

1. Envelope No. 2 shall contain only Price Bid of Tender Document, i.e. the copy of schedule of rates duly filled in and sealed & signed by the tenderer / bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the tenderer / bidder in this envelope, otherwise the tender shall be summarily rejected.

The format for providing Schedule of Rates to be filled by the tenderer / bidder is enclosed. This envelope shall be super-scribed as "Envelope - 2 Price Bid - ANNUAL CONTRACT FOR **SUPPLY OF SKILLED / SEMI-SKILLED / UNSKILLED WORKERS ON CONTRACT BASIS**".

Envelope-1 and Envelope-2 shall be enclosed in a big envelope super-scribed as "Tender for Supply of Skilled / Semi-Skilled / Unskilled Workers on Contract Basis" should be submitted to the Section Officer, Indian Institute of Foreign Trade, 1583, Madurdaha, Chowbaga Road, Kolkata - 700107 latest by 03/03/2021.

Declaration by the Tenderer:

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

- Encl.: 1. DD/Pay Order No.....
2. Terms & conditions **(each page must be signed and stamped with the seal)**
 3. Financial Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No. (O):

Date:

NOTE: Submission of all the documents mentioned above along with declaration is mandatory. Non-submission of any of the documents above will render the bid to be rejected.

ANNEXURE-I

CONTRACT PERSONNEL REQUIRED AT INDIAN INSTITUTE OF FOREIGN TRADE

The agency must provide the following categories and number of manpower as and when required for the Institute:-

S. No.	Category of Manpower	Indicative Quantity
1	Assistant – Graduate	5
2	Junior Clerk	2
3	Personal Assistant	1
4	Library Clerk	1
5	Library Clerk (Part Time)	1
6	System Engineer	1
7	Computer Engineer	1
8	Maintenance Engineer	1
9	Audio Visual Operator	1
10	Programme Assistant	2
11	Receptionist	1
12	Electrician	4
13	Plumber	1
14	Caretaker	1
15	Driver	1

* The number may vary based on the requirement of manpower for various activities.

ANNEXURE-II

Details of other organizations where such contracts were undertaken during last three years (enclose supporting documents).

Proforma containing details of other organization where such or similar contracts were undertaken.

Sl. No.	Name, Address & contact no. of the organization	No. of personnel supplied	Period of contract	Whether Govt./Semi-Govt./Autonomous Bodies/PSUs/Industries/NGOs	Amount of contract	Reason for termination (if currently not valid)
1.						
2.						
3.						

This information to be given in “Envelope No. 1: Technical Bid for Annual Contract for supply of SKILLED / SEMI-SKILLED / UNSKILLED WORKERS”.

CHECKLIST (TECHNICAL BID)**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER ALONGWITH SUPPORTING DOCUMENTS**

Sl. No.	Description of requirement	Yes/No	Page No.
1.	The firm is registered with the Regional Labour Commissioner (Govt. of West Bengal) under provisions of Contract Labour Act and its Registration No. and validity date.	Yes/No	
2.	Copies of Audited Balance Sheet and P&L A/c. for the last 03 years duly certified by CA.	Yes/No	
3.	Registration certificate of Provident Fund Commissioner , enclosed PF registration code allotted by the Regional Provident Fund Commissioner, Govt. of West Bengal.	Yes/No	
4.	Copy of Registration certificate/allotment letter of GST number.	Yes/No	
5.	Copy of Registration certificate/allotment letter of PAN from Income Tax Department.	Yes/No	
6.	Registration certificate of ESI , enclosed ESI registration code allotted by the Employees State Insurance Corporation.	Yes/No	
7.	Proforma as per Annexure–II containing details of other organization where such contracts were/are undertaken (attach supportive documents).	Yes/No	
8.	Bid Security Declaration in letter head enclosed.	Yes/No	
9.	Financial/Price bid proforma completed & sealed in separate envelope.	Yes/No	
10.	List of Arbitration cases (if applicable) <u>Do not leave it blank. If there are no such cases, write “Not Applicable”.</u>	Yes/No/Not applicable	
11.**	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at IIFT.	Yes/No	
12.	Acceptance of terms and conditions (as per Annexure-III) attached. Each page of terms and conditions to be duly sealed & signed as token of acceptance and submitted as part of tender document.	Yes/No	
13.	Copy of last income tax return.	Yes/No	
14.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.	Yes/No	
15.	Office address in Kolkata with phone number.	Yes/No	
16.	At least one currently valid contract for similar work.	Yes/No	
17.	Undertaking to the effect that the workers to be deputed in IIFT shall be trained and qualified as per terms and conditions of the agreement.	Yes/No	
18.	<u>Undertaking to the effect that the personnel deputed to IIFT shall have been screened by police verification.</u>	Yes/No	

19.	<u>Undertaking to the effect that sufficient 'leave reserve' of personnel shall be maintained by the Agency.</u>	Yes/No	
20.	<u>Proof of earlier completed similar works within last three years with value not less than 1.5 times the amount to be quoted to Institute, duly certified by Chartered Accountant.</u>	Yes/No	
21.	Proof of Annual Financial Turnover for a value equal to or more than three times the amount to be quoted to Institute duly certified by Chartered Accountant.	Yes/No	

** The selected bidder has to submit within 10 days of award of contract the attested photocopies of qualifications / experience of all the required persons whom he / they deploy(s) at IIFT office. Failing which the Bank Guarantee may be forfeited and the tender may be awarded to the next qualified lowest bidder for which the L-1 shall be solely responsible.

Declaration by the Tenderer:

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

- Encl.: 1. DD/Pay Order No.....
2. Terms & conditions (each page must be signed and sealed)
3. Financial/price Bid.

(Signature of Tenderer with seal)
Name:
Office Address:
Phone No.(O):

Date:

NOTE: Submission of all the documents mentioned above along with declaration is mandatory. Non-submission of any of the information above may render the bid to be rejected.

(To be made on Rs.100.00 Non-Judicial Stamp Paper)

DRAFT ARTICLES OF AGREEMENT

This Agreement is made on _____ day of _____ two thousand _____ between INDIAN INSTITUTE OF FOREIGN TRADE, as one part, hereinafter called "IIFT" and M/s. _____ as another part hereinafter called "Agency" for providing SKILLED / SEMI-SKILLED / UNSKILLED WORKERS on the other part.

WHEREAS, IIFT is desirous to engage the Agency for providing SKILLED / SEMI-SKILLED / UNSKILLED WORKERS for IIFT at Kolkata on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc. relating to contract personnel deployed in IIFT. IIFT shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at IIFT. IIFT shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract forfeiture of Bank Guarantee and cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving three months notice on either side.
5. However, even after the termination of the contract, if any work is hampered due to the withdrawal of any manpower, he will be allowed to complete the work in hand or till the time any other alternative arrangement is made, on the existing terms and conditions.
6. In case of non-compliance with the contract, the Institute reserves its right to:
 - a) Cancel/revoke the contract, and /or
 - b) Impose penalty up to 10% of the total annual value of contract.
7. Performance Security Deposit of Rs.3,00,000/- (Rupees Three Lakhs only) (refundable without interest after two months of termination of contract) in the form of Bank Guarantee from a scheduled commercial bank shall be furnished within 14 days from the date of issue of Purchase Order by the IIFT.

8. **The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in IIFT by 7th of every month strictly through NEFT, irrespective of the fact whether the payment of its bill submitted to IIFT has been released by the Institute or not by that date. If 7th day of a particular month happens to be a holiday, the agency may be required to make payment of wages to its staff on a working day prior to the 7th day of such month.** Further the agency while submitting their bill for payment shall also be responsible to submit documentary evidence of having submitted ESI and EPF amount (both employer's and employee's contribution) in the respective account of the worker for the period for which bill is raised, copies of challans and worker's permanent ESI account card / certificate.
9. The personnel provided by the Agency will not claim to become the employees of IIFT and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in IIFT.
10. There would be no increase in rates payable to the Agency during the contract period except if IIFT desires, so or reimbursement of the statutory wages revised by the **Govt. of West Bengal** from time to time, as applicable during the contract period. As and when the wages are revised by the **Govt. of West Bengal**, the revised wages shall be paid by IIFT.
11. The agency also agrees to comply with the **Annexed Terms and Conditions** and amendments thereto from time to time.
12. Decision of IIFT in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
13. **The Agency has to provide Identity Cards, Appointment Letters and Joining Letters to their workers within 14 days from the date of issue of Purchase Order by IIFT.**
14. **The Agency has to provide Salary Slips / Salary Certificate in every month immediately after disbursement of salary to their workers.**
15. **The Agency shall be responsible for providing Income Certificate, Experience Certificate etc. or any other statutory documents/certificates to their workers as and when required.**
16. In case of any dispute between the Agency and IIFT, IIFT shall have the right to decide. However, all matters of jurisdiction shall be at the courts located at Kolkata.
17. **Forfeiture of Performance Security Deposit (Bank Guarantee):-** Performance Security Deposit (Bank Guarantee) shall be forfeited, if services are not provided up to the satisfaction of IIFT or the firm withdraws its offer during currency of the contract which include the extended period of contract.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Kolkata in the presence of the witness:

**Dr. P. K. Gupta
Registrar
For IIFT, Kolkata**

**(Authorized Signatory)
For Hired Agency**

Witnesses:

1.

1.

2.

2.

TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF SKILLED / SEMI-SKILLED / UNSKILLED WORKERS

(Annexure to Agreement)

- A. SCOPE OF WORK: PROVIDING SKILLED / SEMI-SKILLED / UNSKILLED WORKERS ON CONTRACT BASIS** at INDIAN INSTITUTE OF FOREIGN TRADE, 1583, Madurdaha, Chowbaga Road, Kolkata-700107 by deploying required number of contract personnel.
- B. TERMS & CONDITIONS:**
1. The said contract will be initially for a period of **twelve months** commencing from the date of signing the contract which may be extended further for a period of **another twelve months** with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving three months notice in writing by either party to the agreement as provided.
 2. The Contracting Agency shall render the following services to IIFT:
 - (a) To **SUPPLY SKILLED / SEMI-SKILLED / UNSKILLED WORKERS ON CONTRACT BASIS** in IIFT, Kolkata. The supplied manpower should be competent enough to execute the office work assigned to them.
 - (b) The skilled workers would be engaged for the following type of job:-

To attend to all work assigned to them by the concerned Section-in-charge, which may include all official and clerical work like typing, dictation, maintenance of accounts' records manually as well as on software.
 - (c) The semi-skilled workers would be engaged for the following job:-

To be filled based on the nature of deployment, as per **Annexure-II** to the tender document.
 3. From 09:00 AM to 05:30 PM from Monday to Friday. Saturdays and Sundays are holiday on account of being weekend days. They may also be called on Saturdays/Sundays for which extra payment per person per day (on pro-rata of basic wage) basis will be given. Payment for work done beyond the normal working hours shall be double the ordinary rate of wages.
 4. The personnel deployed shall be healthy and active. Nobody shall have any communicable diseases.
 5. The personnel deployed shall be smartly dressed and always with Identity Card. The agency shall provide fully trained and disciplined personnel.

6. (a) In case the selected agency failed to provide or supply the manpower as required and to the satisfaction of IIFT, the Institute will advertise the vacancy through appropriate medium and select the suitable manpower.
- (b) The agency will migrate the existing manpower as per the list enclosed to the roll of them.
- (c) The agency will not charge or collect any fee from anyone on account of additional requirement other than the service charge.
7. The contractor shall bear all expenses regarding preparation of their Identity card, compensations, wages and allowances, DA, PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations **including weekly off and working hours.** The Contractor **shall pay the wages to the personnel on or before the 7th of every succeeding month positively.** irrespective of delay in payment of Bill by the **Institute** for whatsoever the reason. Wages payable shall not be less than the rate fixed by IIFT or minimum wages payment as declared by the **Govt. of West Bengal** from time to time. The contractor shall quote his rate of service charges. Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc. as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at IIFT, **and in case of any difference in the amount for which documentary evidence has not been provided, IIFT has the right to deduct the amount accordingly from the bills. While depositing the applicable ESI & EPF amount in the account of respective worker, it shall be the sole responsibility of the contractor to comply with all prescribed provisions of Labour rules/Laws/Act. Further, the agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.**
- a) The Payment of Wages Act, 1936
 - b) The Employees Provident Fund Act, 1952
 - c) The Factory Act, 1948
 - d) The Contract Labour (Regulation) Act, 1970
 - e) The Payment of Bonus Act, 1965
 - f) The Payment of Gratuity Act, 1972
 - g) The Employees State Insurance Act, 1948
 - h) The Employment of Children Act, 1938
 - i) The Motor Vehicle Act, 1988
 - j) The Minimum Wages Act, 1948
8. Replacement of personnel as required by the Institute will be affected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done **after prior consultation/approval of the Institute.** The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the Institute along with the testimonials before they are actually deployed for the job. **However, with respect to substituted personnel, payment of their ESI & EPF will be considered by the Institute subject to documentary evidence provided by the contractor in this regard. The same terms and conditions of agreement shall also be applicable to the**

substitute worker, and the contractor shall have to submit the complete details including EPF and ESI account of such worker.

9. In case of any loss that might be caused to the Institute due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, such loss shall be compensated by the contracting Agency and in this connection, the Institute shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Institute besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the Institute shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
10. In case of death or mishap leading to any injury or disability whatsoever, occurred during discharge of the duty, the compensation/legal or any other liability will solely rest with the Contractor.
11. That Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact the Officer-in-charge of Administration at IIFT at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient or any other related issues.

In the event of contract personnel being on long leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for 'leave reserve'.

12. The successful bidder would have to deposit an amount of Rs.3,00,000/- towards security deposit through Bank Guarantee from a scheduled commercial bank in favour of "Indian Institute of Foreign Trade", payable at "Kolkata" which would remain with IIFT during the contract period and no interest shall be payable on the Security Deposit amount.
13. If at any point of time it comes to the notice of IIFT that the contract personnel deployed are different from the list **provided (with attested photographs)**, IIFT will be well within its right to **impose penalty not exceeding 10% of the monthly** wages payable to Contractor for each such personnel identified. In addition to penalty clauses, the IIFT is at the liberty to levy **liquidated damages**, which may **be up to 10%** of monthly bill, for defaults on the part of the contractor.
14. The contract personnel deployed by the contractor shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the IIFT shall be at liberty to make **suitable deductions (ranging from 2% to 10%)** from the bill without prejudice to its right under other provisions of the contract.
15. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to IIFT. In the event, IIFT makes any payment or incurs any liability, the contractor shall indemnify IIFT completely.
16. In case of any dispute arising out of this agreement, IIFT shall nominate any

officer of IIFT as Sole Arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.

17. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, **Kolkata Court** will have the jurisdiction to settle and decide all the disputes.
 18. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
 19. As and when IIFT requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by IIFT.
 20. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
 21. In case IIFT suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, IIFT reserves the right to terminate the contract without assigning any reasons.
 22. Personnel engaged for day-to-day work should not be utilized for carrying out the occasional work for which the contractor has to engage extra personnel if demanded by IIFT.
 23. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-fulfillment of any such provision/rule.
 24. The contractor should maintain all the records and documents under various labour laws applicable to contract labours / personnel and also Shops & Establishment Act / Rules applicable to his/her establishment and make them available at IIFT at all times. Indicative list of such records is given for example:
 - (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) Wage slip, (f) OT register etc.
- (a) The above records and the following returns filed by the contractor have to be produced to the Admin. Department of IIFT on demand and original/photocopies of these records should be handed over after completion of the contract. Return in Form 5, 10 & 12A which is submitted monthly under the provisions of the Employees' Provident Funds & MP Act, 1952.
 - (b) Summary of contribution (Form 5) under Sec. 44 Regulation 25 of the ESI Act, 1948. Also the return filed under Sec. 44, Regulation 26 of the said act along with the monthly return.
 - (c) Half yearly return in Form XXIV under Rule 82(1) of the Contract Labour (R&A) Act, 1970.
 - (d) Annual return filed in Form 3A/6A under the Employee's Provident Funds & MP Act, 1952.

- (e) Annual Return in Form III Rule 21(4 A) of the Minimum Wages Act, 1948.
- (f) Any other applicable return.
25. The contractor should obtain a Licence from Labour Commissioner to engage the Contract labour / personnel at IIFT as per Contract Labour Act within a period of one month from the date of award of contract by IIFT.
26. The contractor shall ensure that the payment of wages to his personnel deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by the **Govt. of West Bengal** from time to time, as applicable during the contract period. As and when the wages are revised by the **Govt. of West Bengal**, the revised wages shall be paid by IIFT.
27. The Contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month positively irrespective of the fact whether the payment of its bill submitted to IIFT has been released by the Institute or not by that date. If seventh day of a particular month happens to be a holiday, the agency shall required to make payment of wages to its staff on a working day prior to the seventh day of such month. The payment of wages will be made only through electronic means. The proof of payment would be submitted to the Institute.
28. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum Wages Act.
29. The Contractor should ensure that his workmen are granted Holidays / Leave with wages as per applicable Act / Rules.
30. The IIFT reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI / PF dues. **The payment for successive months will be released on receipt of the evidence of deposition of ESI / PF in the worker's account for previous month.**
31. The Contractor has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc. He should also give the list of his sons and relatives who are working in this office as sub-contractors or the labourers. If there is no such thing, the contractor has to give an undertaking to this effect.
32. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.
33. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to IIFT will be considered applicable at the time of any dispute following any statutory rules.

34. Contract Agreement should be executed within 21 days of the issue of letter of acceptance. Non-fulfillment of this condition of executing a contract by the Contractor would constitute sufficient ground for annulment of the award and forfeiture of BG.
35. Late bids i.e. bids received after the specified date and time of receipt, shall not be considered.
36. The resultant contract will be interpreted under Indian Laws.
37. The successful bidder should depute a person who shall be the point of contact for all official purposes. The person should be well aware of the tender terms & conditions.
38. Any vendor who has worked with IIFT and violated any of the tender terms & conditions in past three years are barred from participating in this tender.

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between IIFT and the Agency and any non-compliance shall be deemed as breach of the Contract / Agreement.

**Dr. P. K. Gupta
Registrar
For IIFT, Kolkata**

**(Authorized Signatory)
For Hired Agency**

Witnesses:

1.

1.

2.

2.

The criterion of selection as well as rejection:

- a. The contractor will demonstrate to IIFT the following to be able to qualify for consideration at the stage of technical evaluation: i.e. only those Bid(s) shall be treated as responsive bid(s) which fulfils all the criterion/parameters as mentioned below:
- i. **At least three years standing in the field.**
 - ii. Experience of providing such or similar services to the Central/State Govt. Departments / Autonomous bodies / PSUs / Industries / NGOs etc. **during** last 03 years.
 - iii. **At least one currently valid contracts** for similar works to offices of Central/State Govt. Department / PSUs / Autonomous bodies / industries / or other similar organizations.
 - iv. Submission of ‘Bid Security Declaration’ and all documents mentioned in the checklist (**Annexure-IV**).
 - v. **Conditional bid, if any, shall be rejected.**
- b. Incomplete tenders would be rejected. **Further, the rejection criterion is mentioned in Annexure-IV [Checklist].**
- c. Bid process shall be cancelled in the event of receipt of single responsive bid. Tendering process shall be finalized only when there are at least two responsive bids.
- Note:** Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together. Evaluation of these parameters shall be based on the documents and information submitted by the bidder(s) without recourse to extrinsic evidence. **In a normal situation, the contract shall be awarded to the party quoting the lowest service charge. However, mere lowest service charge is not the sole criteria of selection.** IIFT is not bound to accept the lowest rates. Without affecting the sanctity of the above criterion, IIFT has the power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and if the situation so warrants in the interest of work of IIFT.
- d. **IIFT reserves the right to accept or reject any or all bids without assigning any reasons.**

- e. **IIFT also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss, whatsoever, it may cause to the bidder in the process.**
- f. **Any bidder who is not satisfied with the conditions of the contract, bidding conditions, bidding process or the rejection criteria may represent to IIFT mentioning his arguments etc. before the last date of receipt of tender but not later than the opening of financial bids.**
- g. **The selected agency should migrate all the manpower at present deployed in IIFT without any cost to their roll and pay the current salary.**

Format for Performance Guarantee
(To be typed on non-judicial stamp paper of appropriate value)

Subject: PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (hereafter referred to as "IIFT") has issued an APO no. Dated/...../2021 awarding the work of Providing Skilled / Semi-Skilled / Unskilled Workers on contract basis in IIFT Kolkata Centre" to M/s, R/o (hereafter referred to as "Bidder") and IIFT has asked him to submit a Performance Guarantee in favour of Director, IIFT of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20..... (hereafter referred to as "Validity Date").

Now at the request of the Bidder, We Bank Branch having (Address) and Regd. office address as (hereinafter called 'the Bank") agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for

performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**Indian Institute of Foreign Trade**" and payable at "**Kolkata**".
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place...

Date...

(Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

.....

Telephone Numbers

Fax numbers

E-mail ID:



भारतीय विदेश ब्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

कोलकाता परिसर
KOLKATA CAMPUS

अनुबंधित आधार पर स्किल्ड / सेमी-स्किल्ड / अनस्किल्ड वर्कर्स की आपूर्ति
SUPPLY OF SKILLED / SEMI-SKILLED / UN-SKILLED WORKERS ON
CONTRACT BASIS

निविदा पत्र
TENDER DOCUMENT

मूल्य बोली
PRICE BID

निविदा संदर्भ संख्या / TENDER REF. NO.:

IIFT(K)/E&M/006/OM/2021-22

दिनांक / DATED:- 10/02/2021

ENVELOPE- 2: PRICE BID

Sub: ANNUAL CONTRACT FOR SUPPLY OF SKILLED / SEMI-SKILLED / UNSKILLED WORKERS ON CONTRACT BASIS.

CONTENTS

1. Envelope No. 2 shall contain only Price Bid of Tender Document, i.e. the copy of schedule of rates duly filled in and signed by the tenderer / bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the tenderer / bidder in this envelope, otherwise the tender shall be summarily rejected.
2. The format for providing Schedule of Rates to be filled by the tenderer / bidder is enclosed. This envelope shall be Super-scribed as **“ENVELOPE -2: PRICE BID – ANNUAL CONTRACT FOR SUPPLY OF SKILLED/SEMI-SKILLED/UNSKILLED WORKERS ON CONTRACT BASIS ”.**

SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked "Envelope-2")

Name of the work: CONTRACT FOR SUPPLY OF SKILLED / SEMI-SKILLED / UNSKILLED WORKERS ON CONTRACT BASIS IN IIFT, KOLKATA.

Percentage of Service Charges in figures:.....% on the quoted rate as per the wages fixed by IIFT or Minimum wage excluding taxes applicable.

Percentage of Service Charges in words:.....Percent on the quoted rate as per the wages fixed by IIFT or Minimum wage excluding taxes applicable.

- Quoted Rates shall be inclusive of all expenses to be incurred by vendor for providing service as specified in the **Annexure-III** of the tender document excluding Goods and Service Tax, which shall be paid extra, as per Goods and Service Tax rules applicable from time to time.
- Bidders are advised to take into account all other factors of payments (like weekly off, national holidays, over time, bonus, gratuity, etc.) while quoting their rates.
- Minimum wage, EPF employer's contribution, ESIC employer's contribution or any statutory obligation has to be paid by vendor as per Govt. notification from time to time.

Declaration by the Tenderer:

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

- Encls: 1. No other charges would be payable by IIFT, Kolkata.
2. There would be no increase in rates during the contract period except provision under the terms & conditions.

(Signature of Tenderer with seal)

Name:

Office Address:

Phone No.(O):

Date:

(Each and every page of price bid need to be signed and stamped by the contractor)