

FOUNDATION FOR INNOVATION & TECHNOLOGY TRANSFER

TENDER DOCUMENT

FOR

Hiring a service provider for providing professional & trained man-power for Electrical, Mechanical, AHU, BMS, Fire-fighting related ancillary services at the residential campus IIT Delhi Technopark (I-TEC) at Rajeev Gandhi Education City, Sonipat

Name of the Bidder:

Address:

Signature:

Last date and time for the receipt of tender: 06.05.2019, 5:00 PM

Date of opening of bid: 07.05.2019, 3:00PM

NOT TRANSFERABLE

For Details: <https://fitt-iitd.in/> Email: vivek.sharma@fitt.iitd.ac.in / uaswal@gmail.com

1. Foundation for Innovation & Technology Transfer (FITT), IIT-Delhi, invites sealed tenders from registered service providers for providing ancillary services of Electrical, Mechanical, AHU, BMS and Fire-fighting domains at IIT-Delhi Technopark (ITEC) at Rajeev Gandhi Education City, Sonipat. The bidder may preferably be having at least one year experience before the date of Expression of Interest (EoI) notification, from a competent authority of any PSU/Central/State Government or Private Ltd. Companies/ Firms /Travel Agencies for having executed similar contract. In absence of any such experience, however, the service contract may be offered for 3 months initially and then extended by another 9 months.

2. The Service Provider agrees to provide round the clock services at ITEC. Minimum one person shall be provided in each of the shifts but FITT may, from time to time specify, in case more than one person is needed in any of the shifts depending upon the quantum of work.

3. **‘FORMAT OF BID’ (To be submitted in a sealed cover)**

The rates should be offered in the following format, with the coverage as depicted at start of this notice. There should be no cutting/over-writing in the Financial Bid.

Sr. No.	Descriptions	Rate
1	Basic Wages	DC Rates or Labour Commissioner Rates
2	Relieving wages	-do-
3	EPF	As applicable
4	ESI	As applicable
5	Service Tax	As applicable
6	Service Charges (Pl. quote as percentage of basic wages plus relieving wages plus EPF, ESI charges)	-----.%

4. The regularity of performances of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure smooth running of all systems pertaining to Electrical, Mechanical, AHU, BMS and Fire-fighting domains at ITEC on 24x7 basis by hiring required number of trained personnel. It is the duty of service provider to ensure that its personnel have necessary skills, knowledge and

expertise to manage/maintain the systems and even correct the basic flaws in case of system failure.

- a) The assessment made by FITT including number of personnel of various descriptions as required to be provided shall be final and acceptable to and binding upon the Service Provider.
- b) If the FITT notices that the personnel of the Service Provider has/ have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider, who will take corrective steps to avoid recurrence of such incidents, and report to the FITT.

If any of the personnel of Service Provider indulges in theft, negligence or any illegal/unauthorised activity or misconducts, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the FITT. FITT shall be entitled to seek removal of such a person from duty immediately.

5. Intending eligible bidders may submit bid document upto May 6, 2019, 5:00 pm at the address of FITT, IIT Delhi or ITEC, Sonipat.

7. FITT may or may not amend the terms and conditions of the tender document on the basis of feedback obtained, based on the published tender, with a view to obtain maximum number of competitive bids.

8. The tenders should be prepared and submitted as per the tender formats only, as prescribed in 3 above and should be submitted in a sealed envelope, addressed to: MD, FITT, IIT-Delhi, Hauz Khas, New Delhi, 110016 Phone: 01126857762, 9588598379

9. Minor infirmities in the submission of the documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.

10. There will not be any individual communication in respect of general notices, amendments etc. the prospective offers are advised to check for updates in our website: <https://fitt-iitd.in/> on a daily basis. Individual communications will only be issued in exceptional cases, at the discretion of the tender inviting authority notices/information will also be disseminated through the tender inviting authority's website and it will be binding on the bidders. The prospective bidders are advised to browse the website of the tender inviting authority on a day to day basis till the tender is concluded.

11. Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

FITT, IIT-Delhi

GENERAL CONDITIONS OF THE CONTRACT

1. DISCIPLINE

- a) The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at the option of FITT would be subject to verification at any time. The FITT may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or being perfectly dressed.
- b) FITT shall always have the right and liberty to conduct surprise inspection at its duty offices /sites.
- c) The services rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the FITT. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the FITT from time to time.
- d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and / or claim whatsoever against FITT. FITT shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Service Provider for any purpose, whatsoever, nor FITT would be liable for any claim(s) whatsoever, of any such person (s).
- e) The personnel of service provider shall mark their attendance through Biometric Machine. The person deputed at various locations shall always be smartly turned out and the Service Provider shall ensure that they always report in proper uniform.
- f) The Service Provider shall nominate a Supervisory Officer, who shall remain in constant contact with the FITT. FITT shall communicate all its requirements to the Service Provider through such nominated supervisory officer. Whenever a problem is reported by the FITT to such supervisory officer, he shall take prompt action for solving problem without any loss of time.
- g) That it shall be the Service Provider's responsibility to protect its employees against accidents or any other mis-happening etc. it shall indemnify the FITT against any claim for damage or for injury to person or property resulting from and in the course of work and also

under the provision of workmen's compensation act or any other laws.

h) In the event of unsatisfactory services being provided by the Service Provider or repeated defaults in terms of provision of this agreement are caused by the Service Provider, FITT shall be at liberty to unilaterally or pre-maturely terminate agreement and engage another Service Provider for the same purpose. In such eventualities, security deposits of the Service Provider shall be liable to be forfeited and such other penalties as are reasonable and justified shall be liable to be imposed and will be recovered from his security amount or revoking bank guarantee.

i) The Service Provider shall specifically make sure that the persons deputed for security duties shall never be in the influence of liquor or any other intoxicants during hours of duty. Supervisory officer shall also never visit any premises of the FITT under the influence of liquor or any other intoxicant.

j) Reliever shall be provided by the Service Provider without exceptions

k) Service Provider will ensure that each person so deployed is covered under the ESI Scheme, wherever applicable and ESI card is issued to them so that he/she can avail the benefits of this account. It should be ensured that UAN is got issued to every person so deployed and their details like UAN, Mobile No., Bank Account No. & Aadhar Card No. are made available to the Principal Employer alongwith the details of wages paid, PF deposited (both employer's & employee's share), so that Principal Employer may verify the details of the amount having been deposited through UAN No. before its payment is released to the Service Provider.

l) Service Provider will deposit prescribed amount of EPF/ESI etc. in the account of its employees and follow applicable labour & other laws, failing which, Principal Employer will deposit the amount of EPF/ESI etc. and empanelment of such Service Provider will be cancelled besides initiating action for blacklisting of the agency.

m) Service Provider will provide Aadhar based and mobile linked Universal account number (UAN) to its employees, so that he/she can know the position of deposit of EPF in his/her account, can transfer EPF in case of joining in other department.

n) Service Provider will submit the bills duly supported by valid registration certificate, labour licence, Name of Employee, Aadhar No., UAN No., Wages, Amount of EPF, Employer's Share(Family Pension fund etc.), amount payable to employee.

2. STATUTORY COMPLIANCES

a) Service Provider shall obtain all registration (s) permission(s) / license(s) etc. which are/ may be required under any labour or other legislation(s) for providing the services under the Agreement.

b) It shall be Service Provider's responsibility to ensure compliance of all the central and State Government Rules and Regulations with Regard to the provisions of the Services under this agreement. The Service Provider indemnifies and shall always keep FITT indemnified against all losses, damages, claims actions taken against FITT by any authority / office in this regard.

c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the contract labour (Regulations and Abolition) Act, 1970 if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understands the applicability of various acts, and take necessary action to comply with the requirements of law.

3. ACCOUNTS AND RECORDS

a) The Service Provider shall maintain accurate accounts and records, statement of all its operation and expenses in connection with its functions under this agreement in the manner specified by the FITT.

b) The Service Provider shall forthwith upon being required by FITT allow FITT or any of its authorized representative to inspect, audit or to take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with FITT to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of report from FITT. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the FITT for such discrepancies or overcharge.

4. INDEMNIFICATION

a) The Service Provider shall at its own expenses make good any loss or damages suffered by the FITT as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time at the premises of the FITT or otherwise.

b) The Service Provider shall at all times indemnify and keep indemnified that FITT against any claim on account of disability / death of any of its personnel cause while providing the service within/ outside the site or other premises of the FITT which may be made under the workmen's Compensation Act, 1923 or any other acts or any statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working of their personnel or in respect or any claim,

damage or compensation under labour laws or other laws or rules made thereunder by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the FITT shall be as provided herein before.

c) The Service Provider shall at all times, indemnify and keep indemnified the FITT against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the FITT's premises or before and after that.

d) That if at any time, during the operation of this agreement or thereafter FITT is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clause no. (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the FITT all such amounts and costs also and in such cases/ events the decision of FITT shall be final and binding upon the Service Provider. The FITT shall be entitled to deduct any such amounts as aforesaid, from the security deposit and or from any pending bill of the Service Provider.

e) The Service Provider shall keep the property of FITT indemnified through a Fidelity Bond which should be furnished within 15 days (inclusive holidays) from date of empanelment of Rs. 5000/- (Rs. Five thousand only) issued by a nationalized General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by persons deployed by the Service Provider for the execution of the agreement. In case any employee of the Service Provider so deployed enters into dispute/ litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/ defend the same case, the entire cost on this account shall be borne by the Service Provider himself and it shall ensure that no financial or other legal liability of any nature comes on FITT in this respect

5. LIABILITIES AND REMEDIES

In the event failure of Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever. FITT shall be entitled to procure services from other sources and the Service Provider shall liable to pay forthwith to FITT the difference of payments made to such other sources, besides damages at the rate of payment.

6. LOSSES SUFFERED BY FITT

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities

arising out of performance/ non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, negligence, default or error in judgment on part of itself and/ or its personnel in rendering or non-rendering the service under the Agreement.

7. TERM

The contract of Service Provider will be for a period of one year, which may be extended further in the sole discretion of FITT with mutual consent for a further period of maximum one year on the same terms and conditions subject to satisfactory performance of the services and statutory compliance of all the terms and conditions. The performance of the Service Provider will be reviewed after every 6 months and if the performance of any Service Provider is found unsatisfactory, the contract of that Service Provider will not be extended further. If during the period of 6 months, the performance of any of the Service Provider is found/ reported unsatisfactory, the contract of that agency will be liable to be terminated.

8. TERMINATION

a) Either party can terminate this agreement by giving two month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the FITT shall give only one month notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.

b) If Service Provider commits breach of any convenient or any clause of this agreement FITT may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Service Provider shall be liable to pay for losses or damages on account of such breach.

c) The FITT shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters in to an arrangement for the benefits of creditors.

d) If it is found at later stage that Service Provider has given wrong information or submitted wrong affidavit at the time of e-tender on any subject, services of Service Provider will be terminated without giving any notice.

9. ASSIGNMENT OF AGREEMENT

This agreement is executed on the basis of the Current Management structure of the Service Provider Henceforth, any assessment of this agreement, in part or whole, to any third party without the prior written consent of FITT shall be a ground for termination of this

agreement forthwith.

10. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

a) The Service Provider shall furnish to the FITT all the relevant papers regarding its constitutions, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Govt. authorities required for running such a business.

b) The Service Provider shall always inform FITT in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of FITT.

11. DEBARRING CONDITIONS:

Employees of FITT, alongwith their family members, either directly recruited or on deputation are prohibited from participation in this tender.

12. The tender terms once submitted will not be altered in any case. It should not have any scope of ambiguity, cutting or overwriting. In case of overwriting /cutting if any, it must be authenticated with signature of the bidder. The documentary evidence (other than those regarding supply and past performance) submitted along with the tender shall be produced, duly attested by the bidder, on every page and serially numbered. Any interlineations, erasures or overwriting shall be valid only if they are initiated by the person(s) signing the offer.

13. A copy of the complete tender document and amendments if any duly signed on every page by the bidder or the authorized representative shall be enclosed as part of the bid as a proof of having read and accepted the terms and conditions of the tender document. The tender shall be type written in indelible ink and shall be signed by the bidder or persons duly authorized to bind the bidder to the contract with tender inviting authority.

14. An offer submitted in vague/ambiguous terms and the like, shall be termed as responsive and shall be summarily rejected. Clarifications to specific request shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the tender inviting authority. However it shall be the duty of the prospective bidder to ensure that the clarifications sought for have been properly responded in time by the tender inviting authority.

15. BID EVOLUTION

- a) Price bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
- b) Prior to detailed evaluation, FITT will determine the substantial responsiveness of each bid to the bid document. The tender submitted in other than prescribed format shall be rejected by FITT during the evaluation.
- e) The procedure adopted for comparison of bids shall be on the total cost of hire of the services, including service charges, excluding GST.

16. RIGHT TO ACCEPT OR REJECT:

FITT shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of FITT.

17. AWARD OF CONTRACT.

FITT shall award the contract to those bidders whose offers have been found technically, commercially and financially acceptable under each vehicle categories. The bidder shall, within 7 days of issue of the award, execute an agreement on Rs.200 stamp paper

18. NOTICES

The tender inviting authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the tender process;

- i. The tender notices, documents, corrigendum, addendum etc if any.
- ii. Amendments to the tender conditions, if any.

19. TERMS OF PAYMENT:

a. The payment shall be made within 7working days from the date of receipt of bill in the office of FITT, IIT-Delhi. Monthly bills of vehicles shall be submitted to ITEC office alongwith a copy of monthly running log.

20. FORCE MAJEURE:

a. If 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 prevented or delayed by reason of any

war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of NHM as to whether the contract have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.