

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre विश्वविद्यालय अनुदान आयोग का स्वायत्त अंतर विश्वविद्यालय केन्द्र An Autonomous Inter-University Centre of UGC गांधीनगर / Gandhinagar

TENDER DOCUMENT

TENDER DOCUMENTS FOR ANNUAL RATE CONTRACT FOR HIRING OF MANPOWER AND SECURITY SERVICES AT INFLIBNET CENTRE, GANDHINAGAR, GUJARAT

SI.	BID-DATA SHEET	
No.	<u> </u>	
1.	Tender Number	INF/PUR/MP&SG/2019-2020
2.	Yearly Estimated Cost of Tender	Rs.3.00 Crores.
3.	Bid validity	120 days
4.	Issue of Tender Forms	Tender Forms can be Downloaded from the INFLIBNET's website: www.inflibnet.ac.in and Central Public Procurement Portal (CPPP) www.eprocure.gov.in
5.	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or either by person.
6.	Bid security/ Earnest Money Deposit (EMD)	Rs. 6.00 lakhs (Rupees Six lakhs only)
7.	Contact Person [During office hours 9.30am to 6.00pm (Mon-Fri)]	For Technical query: Shri Harish Chandra, Administrative Officer – (PA&F) Email: adminofficer[at] inflibnet.ac.in Tel: 079-23268121/8100 For Commercial and general query: Shyam T Yadav In-Charge (Stores & Purchase) Email: shyam@inflibnet.ac.in Tel: 079-23268143
8.	Contact Address	Information and Library Network (INFLIBNET) Centre, Infocity, Gandhinagar-382007

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Chapter - 1

INTRODUCTION

The Information and Library Network Centre (here after will be referred as INFLIBNET), is an autonomous Inter University Centre of the University Grants Commission, MHRD, New Delhi. Sealed bids on behalf of Director, INFLIBNET Centre are invited under **Two Bid System i.e. Technical Bid and Financial Bid for Limited Tender of ARC for Hiring Manpower and Security Services at INFLIBNET Centre, Gandhinagar** from bonafide, resourceful and reliable service providers/Vendors/agencies only as per terms and conditions attached.

The bid document and further amendments can be downloaded from the INFLIBNET website (www.inflibnet.ac.in) or from Central Public Procurement Portal (CPPP), Govt. of India website (www.eprocure.gov.in) and submit the same to INFLIBNET Centre on or before due date of the tender.

Firm/Agency is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish all information prescribed in the bidding documents or submission of bids not substantially responsive to the bidding documents in every respect may result in the rejection of the bid. Firm/Agency must submit the technical and financial bid in prescribed format without ANY deviation.

	<u>IMPORTANT DATES</u>		
1.	Publish Date	20 th June, 2019 at 17:00 Hrs.	
2.	Document Download / Sale start Date	20 th June, 2019 at 17:00 Hrs.	
3.	Document Download / Sale end Date	11 th July, 2019 at 17:00 Hrs.	
4.	Pre-bid Meeting Date	1 st July, 2019 at 14:00 Hrs.	
5.	Bid Submission Start Date	2 nd July, 2019 at 09:00 Hrs.	
6.	Bid submission End Date	11 th July, 2019 at 17:00 Hrs.	
7.	Bid Opening Date	12 th July, 2019 at 11:00 Hrs.	

GENERAL INSTRUCTION FOR FIRM/AGENCY

1.1 Eligibility (Pre-qualification) Criteria.

The INFLIBNET has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies as mentioned in Annexure- I along with the proposal, failing which their bids will be summarily rejected and will not be considered any further. The Firm/Agency should have mentioned the page numbers of all required documents.

- 1.2 Contract Period: Initially the Contract will be for a period of one year from the date of written order to commence the work is issued from INFLIBNET, which may be extended on same terms, conditions and rates of the original contract on mutual consents up to maximum further two years one year at a time from award of contract/signing of agreement, if the performance/services is found satisfactory in the discretion of INFLIBNET, Gandhinagar. The Centre reserves the right to curtail or extend the validity of Contract.
- **1.3 Period of Validity of Offer:** For the purpose of placing the order, the proposals shall remain valid till 120 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, INFLIBNET may ask for extension of the period of validity and such a request shall be binding on Firm/Agency. INFLIBNET's request and the response to such a request by various Firm/Agency shall be in writing. A Firm/Agency agreeing to such an extension will not be permitted to increase its rates.
- **1.4 Submission of Bid:** The Firm/Agency should submit proposal/bid of any section or every section as per their eligibility of pre-qualification criteria and scope of work under two bid system i.e. Technical Bid and Financial Bid. The interested Firm/Agency are advised to submit two separate sealed envelopes super scribing "Technical Bids (Annexure T-I to T-VIII)" and "Financial Bids (Annexure F-I)". Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed suprescribed "Bid for annual rate contract for Hiring of Manpower and Security Services at inflibnet centre" to the INFLIBNET Centre, INFOCITY, Gandhinagar. And also deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007 on or before 11th July, 2019 at 17:00 Hrs.

The Firm/Agency will have to ensure that the bid documents is available physical copy before last date.

Bid may be submitted in the following manner:

- 1.4.1 Envelop No. 1: Shall contain all the information and documents in the same serial order as shown in the Pre-qualification criteria Annexure T-I. The complete document should be numbered chronologically. On the top of envelope must be suprescribed "**Technical Bid**". Shall also contain the bid EMD.
- 1.4.2 Envelop No.2: Shall contain the rates/prices of the Services / items duly filled in Chapter 5 (F-I) and signed and stamped. On the top of envelope must be suprescribed "Price Bid for Annual Rate Contract for Hiring of Manpower and Security Services at INFLIBNET Centre"
- 1.4.3 All the envelopes must be suprescribed "Bid for Annual Rate Contract for Hiring of Manpower and Security Services at INFLIBNET Centre" with due date and time and shall be sealed in third envelope of bigger size addressed to The Section Officer (P&S), INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007. The Tender must reach on or before 11th July, 2019 at 17:00 Hrs. OR deposited/ dropped in the tender Box placed in the security cabin.

- 1.4.4 Due to unforeseen circumstances, if the tender is not opened on the stipulated date, the same will be opened on the next working day at the time 12:00 Hrs. INFLIBNET Centre will not be responsible for any postal delay.
- 1.4.5 All the envelopes shall indicate the name and address of the Firm/Agency to enable the bid to be returned, if required.
- 1.4.6 Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
- 1.4.7 Any Incomplete and conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the Firm/Agency and shall not be evaluated.
- 1.4.8 The bid shall be written in English only.
- 1.4.9 No other method/means of submission of bid except as stated above shall be acceptable. All entries in the bid form should be legible and filled clearly. Otherwise the bid is likely to be rejected. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.
- 1.4.10 Each Firm/Agency shall submit only one bid. A Firm/Agency who submits or participates in more than One Bid (other than as a subcontractor or in case of alternatives that have been permitted or Requested) will cause all the proposals with the Firm/Agency's participation to be disqualified.
- 1.5 Earnest Money Deposit (EMD): The interested companies/firms may put the tender document complete in all respects along with mandatory Earnest Money Deposit (EMD) of Rs.6,00,000/- (Rupees Six Lakhs) in the form of Demand draft / Banker's Cheque / Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre, Gandhinagar" payable at Gandhinagar.

The bid securities of the unsuccessful Firm/Agency shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest shall be payable by the Centre on EMD. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

In exceptional circumstances, INFLIBNET Centre may solicit Firm/Agency's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. Granting of extension in period of validity does not permit the Firm/Agency to modify his/her bid.

Exemption in EMD will only be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.

- 1.6 Forfeiture of EMD: EMD made by Firm/Agency may be forfeited under the following conditions: If Firm/Agency withdraw the proposal before the expiry of validity period. During the evaluation process, if a Firm/Agency indulges in any such activity as would jeopardize the process, the decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances. If Firm/Agency violates any of the provisions of the terms and conditions of the proposal. In the case of a successful Firm/Agency, if Firm/Agency fails to:
 - 1.6.1 Accept the work order along with the terms and conditions.
 - 1.6.2 Furnish performance security.
 - 1.6.3 Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.

- 1.6.4 Submitting false/misleading information/declaration/documents/proof/etc. The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Firm/Agency will be deferred from participating in any job.
- 1.6.5 In the event of the successful Firm/Agency/contractor failing to comply with any provision of the contract.
- 1.7 Performance Security Deposit: The successful Firm/Agency shall have to deposit a Performance Security Deposit of the 10 % of the total amount of work order within three (3) weeks of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar. The performance security deposit should be valid for sixty days beyond the date of completion of all contractual obligations. Bid security shall be refunded to the successful Firm/Agency on receipt of performance security which is to be renewed, if the contract is extended. The Security Deposit will not bear any interest whatsoever and will be liable for forfeiture in case of the breach of any terms and conditions of the contract. In case, the bank gurantee for security deposit, the validity will be fourteen months (12 + 2 months) from the date of letter of award/ commencement of work whichever is later. The BG will be executed for extended period also.
- **1.8 Pre Bid Meeting: Pre Bid Meeting:** The Pre-Bid Meeting will be held on 1st July, 2019 at 14:00 Hrs. at premises of INFLIBNET. Only the queries received within the stipulated date prior to the pre-bid meeting will be answered. Firm/Agency can end their queries to:

For Technical query:
Mr. Harish Chandra, Administrative Officer – (PA&F)
Email: adminofficer[at]inflibnet[dot]ac[dot]in

For Commercial and general query:
Shri Shyam T Yadav, In-Charge (Stores & Purchase)
Email: shyam[at]inflibnet[dot]ac[dot]in

The pre-bid meeting amendments as well as other amendments/corrigendum related to tender can be downloaded from the INFLIBNET website (www.inflibnet.ac.in) or from Central Public Procurement Portal (CPPP), Govt. of India website (www.eprocure.gov.in)

1.9 Contract Execution: If after the award of the contract the Firm/Agency does not sign the Agreement or fails to furnish the Performance Bank guarantee within three weeks from the date of receipt of LOI/Order along with the inception report and working schedule as per the tender requirements & if the operation are not started within fifteen (15) working days after submission of P.B.G. as mentioned, INFLIBNET reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

1.10 Compensation clause:

- 1.10.1 The agency shall disburse the salary to its deployed manpower, inclusive of other allowance between 1st to 5th every month, failing which compensation of ₹.500/- per day will be payable to INFLIBNET up to 15th of the month.
- 1.10.2 The agency has to ensure to maintain the adequate number of manpower, Scope of work and services and also arrange a pool of standby staff. In case any manpower staff are absent from duty, a reliever shall be deployed by vendor in time form an existing pool of staff. If the required numbers of workers are less than the specified number, compensation of Rs.500/- per absentee per day will be taken/ deducted from the bill(s) of the agency.

- 1.10.3 Agency shall ensure that the staff deployed it does not wonder here and there and sit idle in groups during working hours. Due Discipline will have to be maintained by the staff and they shall not hinder the working of other employees/ staff. If any violation to aforementioned is found, compensation of Rs.500/- per worker shall be sought from the agency, for any instance observed of this kind.
- 1.10.4 The contractor shall endeavor to provide the service of the same manpower as deployed at the beginning of the contract, throughout the period of contract, except in extra ordinary circumstances like person leaving the job or person being asked to be replaced by this office. Not more than one change per person deployed limited to three of all the person deployed shall be permitted unless such changes are justified in view of Administrative Officer (PA&F). If the change exceeds the limit mentioned above and are not justified then a penalty of Rs.500 per additional change will be imposed.
- 1.10.5 The selected agency shall provide a substitute in the event of any person remaining unauthorized absent to more than two days for any reason. Delay by the Agency in providing a substitute after expiry of two days absence shall attract liquidated damages @ Rs.1000 per day per person plus applicable daily remuneration (per such case) starting from the day from which the person has been absent on the service providing agency, besides deduction in payment on pro-rata basis.
- 1.11 Termination of the Contract: The contract may be curtailed/terminated before the contract period, inter alia owing to deficiency in services or substandard quality of services by the empanelled agency etc. as may be specified in the contract to be signed between the parties. The INFLIBNET, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider with or without assigning any reasons. Where a contract terminated by INFLIBNET on account of the committed by the agency, it shall have the right to award the contract to any other agency at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by INFLIBNET from his Security deposit or pending bill or by raising a separate claim.

1.12 Terms of Payment:

The payment shall be made on submission of the bills and after scrutiny. No advance payment will be made. Payment shall be made only to the contractor on monthly basis as per actual services.

The contractor will have to enclose the following with the invoice:

- Acknowledgement of receipt of wages by employees duly indicating the earnings, deductions towards PF and ESI.
- Copies of deposit challans of PF, ESI, Service Tax or any other tax levied by Government of Previous month. INFLIBNET may ask the contractor for producing the originals of any document for verification.
- Bank statement showing debits from contractor's bank towards payment of wages to it employees posted at INFLIBNET.
- Invoice (i.e. Tax invoice as per Service Tax rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately).
- Undertaking by the Contractor regarding compliance of all statutes. 1.12.2
- Certificate of the Contractor that labours have been paid not less than Minimum 1.12.3 wages. (As applicable)
- 1.12.4 Attendance sheet/manpower deployment sheet (showing non-deployment/short deployment and reasons thereof)
- Any document in support of any other claim permissible under this contract. 1.12.5
- 1.12.6 Copies of pay slips of deployed Security & Manpower staff, personnel at INFLIBNET Centre Premises.

- 1.12.7 The final payment shall, however, be made only after adjusting all the dues/claims of the Centre. Furthermore, there shall not be any delay in the payment of wages/other dues by the contractor to his manpower/worker(s) even if the contactor has not received the payment from the Centre.
- 1.12.8 The agency will submit a bill, in the name of INFLIBNET Centre immediately after making payment to its deployed staff but not later than 5th of each month. The bill submitted by the Firm/Agency should be duly certified by the concerned officer, Personnel and Administration Section of INFLIBNET.
- 1.12.9 No claim for interest will be entertained by the Centre in respect of any payment/deport which will be held with the Centre due to dispute between the Centre & Contractor or due to Administrative delay for the reasons beyond the control of the Centre.
- 1.12.10 Centre reserves the right to recover amount paid in excess during the contract from any other work or source after the contract if any if found paid excess.
- 1.12.11 The person engaged in our office though contractor, Payment should be made through Bank Account only with salary slip every month.
- 1.12.12 No payment shall be made in advance nor any loan from any bank of financial institution recommended on the basis of the order of work.
- 1.12.13 All Taxes per applicable rules time to time will be deducted at applicable rates from all payments made by INFLIBNET Centre.
- 1.12.14 It is mandatory that the Firm/Agency shall make payments to the contractual employee through NEFT/RTGS only and claim the same from INFLIBNET Centre. In case, in any emergency, if it is required to pay the wages by any other mode of payment, the contractor shall submit a request in writing to that effect to take approval from the Administrative Officer(P&A) of the Centre.
- 1.12.15 The Service Provider shall submit to the INFLIBNET the list of EPF Account numbers of the outsourced manpower, copy of annual EPF slip, copy of ESIC card. The details of submission of EPF and ESIC contribution to the concerned authorities by the Service Provider shall be submitted on every month to the INFLIBNET.
- 1.12.16 It is mandatory that the Firm/Agency shall make payments to the contractual employee through NEFT/RTGS only and claim the same from INFLIBNET Centre. In case, in any emergency, if it is required to pay the wages by any other mode of payment, the contractor shall submit a request in writing to that effect to take approval from the Administrative Officer (P&A) of the Centre.
- 1.12.17 If the quoted values by different Firm/Agency are different, Firm/Agency shall abide by such values as taken by INFLIBNET Centre based on minimum wages published by Govt. from time to time. In case of default of above conditions will attract penalty as applicable.

1.13 Instruction for financial Bid:

- 1.13.1 The price bids shall be opened on the scheduled time and date at INFLIBNET Centre, Infocity, Gandhinagar, in the presence of the representatives of the service Providers, if any, who wish to be present on the spot at that time.
- 1.13.2 The price bid of only those Firm/Agency will be opened whose bids have been found eligible as per the criteria mentioned in the technical bid Annexure-I (Prequalification criteria). All eligibility conditions have to be satisfied on the respective dates in such condition and not on a later date.
- 1.13.3 This part shall contain prices in Indian Rupees only with detailed break-up of price as per format (Annexure–F-I) both in figures and words. No other enclosure is permitted in Envelope II.
- 1.13.4 Change of terms and conditions and technical deviations, if any, found in financial Bid of the tender will not be taken into account and will be treated as null and void.
- 1.13.5 The Agency/Firm shall provide their Profit margin in percentage (%) in the form as specified in Annexure-F-I.

- 1.13.6 The Profit margin will include the cost of providing Medical Fitness Certificates, Character Certificate, cost of coordinator at INFLIBNET, charges of Personal Accident Insurance Policy and other administrative charges.
- 1.13.7 The Agency/Firm shall COMPULSORILY enclose a detailed break-up of various expenses to justify their quote/charges. Unavailability of detailed break-up sheet will direct to the rejection of quote without any further consideration.
- 1.13.8 If any Firm/Agency quotes NIL charges/ 0 (Zero) Profit margin, their quote will be summarily rejected without any further consideration. The firm/Agency shall be quote service charges/profit margins/profit margin not less than their applicable TDS, they would also be required to mention in the financial bid the TDS rate applicable to their company/firm/proprietorship, which would be the deciding parameter.
- 1.13.9 The Firm/Agency are required to quote only service charges/profit margin on percentage basis on total billing amount before service tax. The prices quoted by the Firm/Agency shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause will be treated as non-responsive and may get rejected. The format of the Financial Bid is given at Annexure-F-I.
- 1.13.10 The Agency/Firm is required to quote service charges only (in percentage) on total billing amount before GST or any other applicable taxes.

1.14 Evaluation of Bids Using QCBS Model & Awarding of Contract:

- 1.14.1 After the opening of the technical bid, the same will be evaluated by a committee. In case the committee decided for seeking further information/clarification, the same shall be provided by the Firm/Agency. Those bids which technically qualified as per pre-qualification criteria, and completed in all aspects with all annexures (T-I to T-VIII) and meeting the requirements as specified in Chapter-4, the financial bid of such qualified Firm/Agency will be opened on a specified date and time by the committee. The date and time of opening of financial bids will be intimated to the Firm/Agency well in advance through phone/email. The Firm/Agency is at liberty to be present either in-person or authorize, not more than one representative to be present at the time of opening of the financial bid. The Bids will be opened by the committee in the presence of the representative of the Firm/Agency who may wish to be present on that day.
- 1.14.2 In case it is found that the Firm/Agency has not quoted as per the requirement for any specified item that particular item shall be evaluated on the basis of highest quoted rates by the another Firm/Agency.
- 1.14.3 Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the Firm/Agency and shall not be evaluated.
- 1.14.4 In case two or more agencies are found to have quoted the same rates, the competent authority at INFLIBNET shall decide about the Firm/Agency to whom the offer shall be granted based on the report of the past performance of the firm, and length of experience, etc. The decision of the Competent Authority of INFLIBNET shall be final.
- 1.14.5 In case, if lowest Firm/Agency do not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest Firm/Agency will be awarded the contract.
- 1.14.6 INFLIBNET reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting Firm/Agency for granting of the letter of Intent/Notification of Award of contract.
- 1.14.7 INFLIBNET, in its own discretion, may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a significant deviation.

1.15 Amendment of Bid Document: At any time prior to the deadline for submission of proposals, INFLIBNET Centre reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Firm/Agency who have been issued the tender document. The Corrigendum shall be binding on all Firm/Agency and will form part of the bid documents.

1.16 Modification and withdrawal of bids:

- 1.16.1 The Firm/Agency may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by INFLIBNET prior to the deadline prescribed for submission of bids.
- 1.16.2 The Firm/Agency's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the specified address of INFLIBNET. A withdrawal notice may also be sent by written or email but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 1.16.3 No bid can be modified subsequent to the deadline for submission of bids.
- 1.16.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Firm/Agency on the bid form. Withdrawal of a bid during this interval may result in the Firm/Agency forfeiture of its EMD.
- 1.17 Enforcement of Terms: The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.
- 1.18 INFLIBNET Right to reject any of all bids: The competent Authority of INFLIBNET reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected Firm/Agency(s) or any obligation to inform the affected Firm/Agency(s) of the grounds for such decision. Any effort by a Firm/Agency or Firm/Agency's agent / consultant or representative, whosoever described to influence the INFLIBNET/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
 - 1.18.1 The Director, INFLIBNET reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days to the Tenderer at any point of time during the period of the contract.
 - 1.18.2 The competent Authority of the INFLIBNET reserves the right to annul bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful Firm/Agency.
 - 1.18.3 INFLIBNET reserves the right to vary/alter/amend the eligibility criteria for the Firefighting Service Provider at any time, in its discretion, before the last date submission of proposals.
 - 1.18.4 By acceptance of this document, the recipient agree that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and INFLIBNET reserves the right at any fame and without advance notice, to change the procedure for the selection of service provider.
 - 1.18.5 The INFLIBNET reserves right to terminate the contract at any time after giving a one month's notice to the selected contractor with or without assigning any reason and shall be under no obligation whatsoever to continue the contract.

1.19 Resolution of Disputes:

- 1.19.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 1.19.2 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 1.19.3 The place of the arbitration shall be Ahmedabad/Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 1.19.4 The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 1.19.5 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.
- **1.20 Relaxation of Terms and Conditions:** The Director, INFLIBNET is empowered to relax any term or condition mentioned herein.
- 1.21 Agreement: The contractor will have to enter into a written Agreement with this Centre within 30 days of intimation of acceptance of approved rates.
- 1.22 Objective And Goals: The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to INFLIBNET by service provider. The goals of this Agreement are to:
 - 1.22.1 Provide clear reference to service ownership, accountability, roles and/or responsibilities
 - 1.22.2 Present a clear, concise and measurable description of service provision to the
 - 1.22.3 Establish Terms and Conditions for all the involved stakeholders
 - 1.22.4 To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
- 1.23 Disclaimer: The near relatives of employees of the INFLIBNET are prohibited from participation in this tender.
- 1.24 Splitting of the contract and Curtailment of Work: INFLIBNET reserve the right to split up and distribute the work among the successful Firm/Agency and to curtail any item of work in the schedule partly or fully.

1.25 Indemnity Bond:

1.25.1 The contractor shall keep INFLIBNET CENTRE and all officials of these offices indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the contractor.

- 1.25.2 During the performance of the contract, if the person(s) of THE FIRM/AGENCY meet with any accident which results into the death or injuries to the person(s) of THE FIRM/AGENCY or any damage made to the Third party and any claim or legal penalties arise out of it will be responsibility of THE FIRM/AGENCY only. INFLIBNET will not be responsible in any way.
- 1.25.3 THE FIRM/AGENCY shall follow all the regulations of Government of Gujarat and Government of India. THE FIRM/AGENCY shall have any and all responsibilities of all the person(s) employed for the performance of the contract.
- 1.25.4 In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the INFLIBNET by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the INFLIBNET. As a result of the acts of the Contractor, if the INFLIBNET is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the INFLIBNET or the INFLIBNET reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the INFLIBNET
- 1.25.5 For all intents and purposes, the Successful Firm/Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so provided and deployed in this office for contractual services. Firm/Agency shall indemnify the INFLIBNET from all liabilities whatsoever arising out of such deployment at any stage of contract or thereafter.

1.26 Force Majeure shall mean and be limited to the following:

- 1.26.1 War / hostilities
- 1.26.2 Riot or Civil commotion
- 1.26.3 Earthquake, flood, tempest, lightening or other natural physical disaster.
- 1.26.4 Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the FIRM/AGENCY. The FIRM/AGENCY shall advise INFLIBNET by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, INFLIBNET reserves the right to cancel the order.

1.25 Contacting INFLIBNET:

- 1.25.1 Bidder shall not approach officers of INFLIBNET Centre outside of office hours and/or outside INFLIBNET office premises, from the time of the Bid opening to the time the Contract is awarded.
- 1.25.2 Any effort by a bidder to influence officers of the INFLIBNET Centre in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer. If the bidder wishes to bring additional information to the notice of the INFLIBNET, it should do so in writing.

1.27 Fraudulent & Practice:

- 1.27.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the INFLIBNET Centre of the benefits of free and open competition.
- 1.27.2 "Corrupt Practice" means the offering, giving, receiving or solicit anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- 1.27.3 INFLIBNET will reject a bid for award and may forfeit the E.M.D. and / or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

2.1 General Terms & Conditions of the Contract.

- 2.1.1 The modification of the rates shall be subject to the variation of statuary levies and contributions and revise on of daily minimum wages prevailing at the time of the extension.
- 2.1.2 All pages of tender document including technical bid and financial bid should be stamped and signed by authorized person/persons to having a token of acceptance to all conditions of tender.
- 2.1.3 INFLIBNET is not responsible for non-receipt of quotation due to postal delay, loss in transit. Etc.
- 2.1.4 The Successful Firm/Agency will be bound by the details furnished by him / her to INFLIBNET, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- 2.1.5 In case of breach of any terms and conditions attached to this contract. The Performance Security deposit of the agency will be liable to be forfeited by this office besides annulment of the Contract.
- 2.1.6 An affidavit to the effect shall be provided by the contractor that no case is pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted.
- 2.1.7 The successful tenderer shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 2.1.8 The tenderer shall indemnify the Centre against all other damages/charges and expenses for which this Centre may be held liable or pay on account of the negligence of the tenderer or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Centre shall not be responsible financially or otherwise for any injury to the employee or person deployed by the tenderer during the course of performing duties.
- 2.1.9 The INFLIBNET will be under no legal obligation to provide employment to any of the personnel of the tenderer during/expiry of agreement period and the INFLIBNET recognizes no employer-employee relation between the INFLIBNET and the personnel deployed by the tenderer/agency.
- 2.1.10 Each paper of the bid should be serially numbered and duly signed by the Firm/Agency with the seal of the firm on every page.
- 2.1.11 The Contracting Agency shall render the services as mentioned in the scope of work.
- 2.1.12 The Firm/Agency shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Firm/Agency of his responsibility to fulfill his obligation under the Contract. Any query, whatsoever, in this regard must be put up and cleared in the pre-bid meeting.

- 2.1.13 After the award of the contract, if the Firm/Agency does not fulfil contract obligations within stipulated time as well as quality then INFLIBNET reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 2.1.14 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be 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 (Herein after 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 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 and work under the contract shall be resumed as soon as practicable after such event and may come to an end or cease to exist, and the decision of the INFLIBNET Centre as to whether the work 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 opinion terminate the contract.
- 2.1.15 The Director, INFLIBNET Centre reserves the right to withdraw/ relax any of the terms and conditions mentioned here so as to overcome the problem encountered by the contracting parties.
- 2.1.16 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.
- 2.1.17 In case office is closed on bid opening date due to some reason, the last date and time will automatically shifted to the next working day.
- 2.1.18 This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the Service Provider described herein.
- 2.1.19 Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observation contained herein.
- 2.1.20 This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirement.
- 2.1.21 The proposal and all correspondence and documents shall be written in English. All proposals and accompanying document received within the stipulated times shall become the property of INFLIBNET and will not be returned.
- 2.1.22 The Service providers shall comply with and abide by such directions that INFLIBNET may issue from time to time.
- 2.1.23 The contractors/ agency's personnel shall follow and adhere to all procedures and processer as laid down by INFLIBNET.
- 2.1.24 In case of contractor fails to carry out satisfactorily, apart from the right to terminate the contract, the Centre reserves the right to get the work done at the risk and cost of the contractor.

- 2.1.25 The Contractor must take responsibility of indemnifying the INFLIBNET against any damages or legal proceedings or of any other kind arising out of this contract.
- 2.1.26 In case, the Successful Firm/Agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof this office is put to any loss / obligation, monitory or otherwise, then this office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monitory terms.

2.2 Special Terms and Conditions of Contract

- 2.2.1 The personnel of the Service Provider shall not be the employees of the INFLIBNET and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Service Provider shall make them known about this position in writing before deployment under this
- 2.2.2 The contractor shall solely responsible to ensure that all the provisions of labor legislations are complied with regard to its employees deployed at INFLIBNET. INFLIBNET will not be a party at any stage in any of the contraventions relating to the above. In case, any liability arises due to non-compliance by the contractor, INFLIBNET shall not be liable for the same. Incase INFLIBNET is made liable to pay any compensation to the employees of the contractor due to default on contractor's part, the same shall be recovered from any bills due or against any amount payable to the contractor.
- 2.2.3 The contractor is required to deposit a valid license from the competent authority under the provisiond of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 within 30 days of the date of the award of the contract.
- 2.2.4 The persons deployed by the contractor should not have any police record/ criminal cases against them. The contractor should make adequate enquires about the persons deployed by him.
- 2.2.5 The personnel deployed by the agency shall be healthy, active. Nobody shall have any communicable diseases.
- 2.2.6 A Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the INFLIBNET. The services shall be rendered on a monthly, quarterly and yearly basis, as per the requirements of the INFLIBNET.
- 2.2.7 The Service Provider shall provide Manpower Services at INFLIBNET's premises as per Schedule of Work / Requirements which may be amended from time to time by the INFLIBNET during the Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the INFLIBNET from time to time.
- 2.2.8 The Service Provider shall produce to the INFLIBNET the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 2.2.9 The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the INFLIBNET shall own no liability and obligation in this regard.
- 2.2.10 The Service Provider shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
- 2.2.11 The Service Provider shall also provide at its own cost all benefits statutory or otherwise to its employees and the INFLIBNET shall not have any liability whatsoever on this

- account. The Service Provider shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 2.2.12 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 2.2.13 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the INFLIBNET.
- 2.2.14 The Service Provider shall not employ any person below the age of 18 years old.

 Manpower so engaged shall be trained for providing services
- 2.2.15 The manpower proposed to be deployed by the contractor shall be subject to ascertaining their antecedents and checking suitability of their shills. Before deploying a person in INFLIBNET, the contractor shall furnish complete particulars and obtain written approval of the designated office of INFLIBNET.
- 2.2.16 The contractor shall be fully responsible for any kind of accident / mishap to their staff and an loss caused to INFLIBNET while at work in INFLIBNET premises or elsewhere.
- 2.2.17 The contractor shall be responsible for the good conduct and behavior of the employees of the contractor. If any of the employees of the contractor is found misbehaving, the contractor on receipt of instructions of the designated office of INFLIBNET shall replace such employees immediately.
- 2.2.18 The contractor shall pay its employees' wages as agreed to by INFLIBNET duly ensuring that all the relevant legislations are scrupulously followed. The salary shall be credited to their bank account directly through electric transfer
- 2.2.19 All the employees of the contractor will have to be covered under insurance against any personal accident by the contract and INFLIBNET will not be liable for payment of any compensation of that account.
- 2.2.20 Manpower deployed by the contractor at INFLIBNET for carrying out contracted works is strictly prohibited from being associated with any other work in the campus.
- 2.2.21 The unskilled manpower should be able to read and write Hindi and also be able to read addresses and names in English. The security guards should be able to read Hindi and addresses in English. He should have sound health and experience as security guard. Should be able to operate computer for gate pass.
- 2.2.22 The nature of service for the unskilled manpower and security guards shall include but not be limited to the following activities.
 - > Opening and closing of office and office up-keeping. Working hours from 9.30 am to 6.00 pm.
 - Regular cleaning, dusting of furniture, instruments & tools etc. so as to maintain general cleanliness and hygiene in the office and all other work entrusted to them from time to time.
 - Making arrangements for tea, coffee, water etc. during the meetings and other official visitors/representatives.
 - Movements of letters/files within offices and outside the office premises.
 - Photocopying, faxing, making sets of reports etc. and other general office documentation.
 - Maintaining various registers/office records/documents under instructions of officials.
 - > Scrutinizing various documents, sorting out records, up-keeping of files etc.
- 2.2.23 Bids, offering rates which are lower than the minimum wages for the pertinent category, would be rejected.
- 2.2.24 The requirement of this office may increase or decrease during the period of the contract.
- 2.2.25 The Successful Firm/Agency will be required to pay minimum wages to the manpower supplied as prescribed under the Minimum Wages Act notified from time to time. The Successful Firm/Agency will maintain proper record as required under the Law / Acts.
- 2.2.26 The Successful Firm/Agency would have to provide additional manpower, if required on the same terms and conditions. The requirement of manpower is optional at present which may increase or decrease from time to time and this office also reserves it right not to engage any manpower/security guard if so warranted.

- 2.2.27 The Successful Firm/Agency shall ensure that the manpower deployed in The Office of INFLIBNET Centre conforms to the technical specifications, age and language skills prescribed in the Tender Document.
- 2.2.28 The Successful Firm/Agency shall furnish the list of Manpower short listed by agency for deployment at INFLIBNET Centre, containing full details with bio-data of the persons in respect of the individual Manpower who will be deployed by it in this Department before the commencement of work.
- 2.2.29 The manpower employed by the agency shall be required to work normally as per this office working days, i.e. from Monday to Friday from 0930 hrs. to 1800 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required.
- 2.2.30 The manpower, if deputed for any official work outside the office within Ahmedabad/Gandhinagar, shall not be entitled for any other emoluments except only the actual bus fare for the purpose.
- 2.2.31 The bidding company shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.
- 2.2.32 The Successful Firm/Agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
- 2.2.33 The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.
- 2.2.34 The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan (including Paan masala), tobacco chewing, smoking, loitering etc. without work.
- 2.2.35 No washing allowance, uniform allowance etc. will be entertained by INFLIBNET and contractor has to bear all such expenses.
- 2.2.36 The person deployed shall be required to report for work as per the prescribed timings. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
- 2.2.37 The agency shall designate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
- 2.2.38 The contractors shall be responsible for the safety of his/her man power, all the items of furniture, plants, office equipment and other fittings provided in the premises and shall be liable to make good any loss to the same if damaged during the execution of their duties which shall be recoverable from their bill or other dues payable to the contractors by the company.
- 2.2.39 The contractors should deploy the personnel after screening/approval from INFLIBNET.
- 2.2.40 The contractor shall be responsible for the good conduct and behavior of his employees. If any employee of the contractor is found misbehaving with the supervisory staff or any other staff member, the contractor shall terminate the services of such employees at their own risk and responsibility on the recommendation of the Administrative Officer (PA&F) or any other officer designated by the Director, INFLIBNET. The contractor shall issue necessary instruction to his/its employees to act upon the instructions given by the supervisory staff of office building.
- 2.2.41 It will be the responsibility of the contractor to meet the transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract works. Centre will have no liability in this regard at any stage.
- 2.2.42 The man power deployed by the contractor shall not have any claims of Master and Servant relationship nor have any principal and agent relationship vis a vis INFLIBNET. For all practical purpose the Firm/Agency shall be employer of such manpower provided to Centre to perform assigned task.

Authorized Signatory (Signature In full):
Name and title of Signatory:
Stamp of the Company:

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

Scope of Work

INFLIBNET intends to engage a reputed, well established and financially sound manpower and Security guards supply Agency/Firm, registered with appropriate authorities for providing manpower and Security guards to perform bobs assigned to outsourced staff.

This Institute has tentative (initial) requirement of approximately 11 security guards and 87 staff in categories like- supervisory level, highly skilled, skilled, semi-skilled and unskilled. Salary of outsourced staff shall be decided by INFLIBNET based on their educational qualification, experience and required skill sets. However, the number of staff may increase/decrease based on Centre's requirements.

The key features of the proposed service shall be as follows:

- a. Availability of manpower on monthly, quarterly and yearly basis or as per order.
- b. The manpower shall be available in different geographic regions.
- c. The manpower shall be segregated in different levels based on their experience.
- d. The remuneration and qualification will be as approved in 35th GB.
- e. The manpower shall also be provided by the Agency/Firm on mutually agreed terms and conditions on award of the contract.

Tentative list of Present Manpower requirement (which may increase or decrease at any point) is below:

Part -A

Sr.	Designation (Tentative)	Manpower
No.	(may increase or decrease)	Required
1	Senior PS to Director	01
2	Accounts Consultant	01
3	Admin / Accounts Associate	08
4	Admin / Accounts Assistant	01
5	Project Officer (Accounts)	01
6	Project Associate (Accounts)	01
7	Receptionist	01
8	Care Taker / Mali	01
9	Electrician	01
10	Staff Car Driver	01
11	Helper	06
12	Daily Wages Helper (Unskilled workers)	06
13	Jr Civil Engineer	01
14		
15	Sr IT Consultant	03
16	Jr IT Consultant	04
17	IT Consultant	01
18	Sr. Project Officer (CS)	05
19	Project Officer (LS)	04
20	Project Officer (CS)	07
21	Sr. Project Associate (CS)	04

22	Sr. Project Associate (LS)	02
23	Project Associate (CS)	11
24	Project Associate (LS)	06
25	Project Assistant (CS)	03
26	Project Assistant (LS)	05
27	Data Entry Operator	02
	Total:	87

<u>Part -B</u> 11 Nos. of Security Guards:

Shift	Timings	No. of Guards
1 st Shift	7 am to 3 pm	03 Guards
2 nd Shift	3 pm to 11 pm	03 Guards
3 rd shift	11 pm to 7 am	04 Guards
Recreation Hall	6 am to 10 am & 6 pm to 10 pm	01 Guard
Guest House	As and when required	As per requirement

Authorized Signatory (Signature In full): _	
Name and title of Signatory:	
Stamp of the Company:	

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre

(Tender No.INF/PUR/MP&SG/2019-2020)

Eligibility (Pre-qualification) Criteria

Annexure T-I

Page number should be mentioned mandatorily

Sr. No.	Pre-qualification criteria	Documents to be provided	Attached (Y/N)	Page No.
1.	The OEM /bidder must be a registered as Company Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate/ license to do the same business continuously engaged for this service/business at least in last 3 years.	I. Certificate of Commencement of business I. Certificate consequent to change of name, if applicable		
2.	The Firm/Agency should have successfully provided/executed manpower (Technical, Administrative, Accounts etc.) and security services in Government clients/ Autonomous Bodies/ Public sector under taking/ Privet sectors and MNCs of high reputed Industry during the last three years to any one criteria as below: a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. b. Two similar completed works each costing not less than the amount equal to 60 % of the estimated cost. c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.	Certified documents of Work orders/ Agreements in support of past contracts with Govt/ PSUs/ Other establishments		
3.	turnover not less than 30% (thirty percent) of the estimated value of contract for each of the last three years. For this purpose, last financial year would be considered as the one ended on 31.03.2019 and not any later period.	Sheet, Profit & Loss Account along with Income Tax Returns for the last three years shall be attached with the Tender		
4.	They should have submit PAN, TAN and Goods and Service Tax.	Attested copy of PAN & TAN Card		

		Attested copy of GST
5.	They should be registered with appropriate authorities under Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act.	Attested copy of the ESI Certificate. Attested copy of the Labour License under the Contract Labour.
6.	They should be registered with appropriate authorities under Provident fund Acts.	Attested copy of the EPF registration certificate
7.	The Firm/Agency should submit Earnest Money Deposit (EMD) of Rs. 6,00,000/-	Attached with technical bid.
8.	The Firm/Agency should provide bank account details.	Bank Account details.
9.	Firm/Agency's Details Annexure T-II	[On the letterhead of the Firm/Agency]
10.	Bid form Annexure T-III	[On the letterhead of the Firm/Agency]
11.	Declaration of Firm/Agency Annexure T-IV	[On the letterhead of the Firm/Agency]
12.	Declaration of blacklisting/Non- Blacklisting - Annexure-V	[On the letterhead of the Firm/Agency]
13.	Financial Capability of Firm/Agency Annexure T- VI	[On the letterhead of the Firm/Agency]
14.	Details of Firm's Experience of Similar Services T-VII	[On the letterhead of the Firm/Agency]
15.	Certificate for the site inspection T-VIII	[On the letterhead of the Firm/Agency]

- 4.1 The Firm/Agency should have mentioned the page numbers of all required documents in above annexure.
- 4.2 Please use separate sheet for providing complete information.
- 4.3 While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexures. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.
- 4.4 The Firm/Agency is required to enclose self-attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

Authorized Signatory (Signature In full): _	
Name and title of Signatory:	
Stamp of the Company:	
Starry of the Company.	

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No. INF/PUR/MP&SG/2019-20)

Annexure T-II

[On the original letterhead of the Bidder] Bidder's Details

1.	Name of the Firm/ Company	
2.	Name and Designation of Authorized Signatory	
3.	Communication Address:	
4.	Office Phone No: Mobile No:	
5.	Fax: E-Mail ID:	
6.	GST registration Number: PAN Number:	
7.	Bank details: A/C Name:	
	A/C Number:	
	Bank Name:	
	Brach:	
	IFCS:	
	Address:	
Particu	lar Details of the Bidders Representativ	e'
7.	Name of the Contact Person: Designation: Phone No: Mobile No: E-Mail ID:	
		ugh the terms and conditions mentioned in the them.
uthorize	ed Signatory (signature in full) :	
lame an	d Title of Signatory :	
Company	Rubber Stamp:	

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre (Tender No. INF/PUR/MP&SG/2019-20)

Annexure T-III

[On the original letterhead of the Bidder]
BID FORM

To The Director, Information and Library Network Centre (INFLIBNET) Infocity Gandhinagar - 382007

SUB: ANNUAL RATE CONTRACT FOR HIRING OF MANPOWER AND SECURITY SERVICES AT INFLIBNET CENTRE, GANDHINAGAR, GUJARAT

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the ANNUAL RATE CONTRACT FOR HIRING OF MANPOWER AND SECURITY SERVICES AT INFLIBNET CENTRE, GANDHINAGAR, GUJARAT Tender No.INF/PUR/MP&SG/2019-20, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of subscription and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 120 (one twenty only) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our bid documents. Further, we agree that additional conditions, deviations, if any, found in the bid documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this bid is accepted by you, we agree to provide access and services as specified in tender document. We fully understand that access to the software and services is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to five to ten per cent (10 %) of the Tender value/ Order value as stipulated in Financial Bid.

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, this	day of	2019	
Thanking you, we ren	nain,		
Authorized Signatory	(signature in full)	:	
Name and Title of Sig	,		

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No. INF/PUR/MP&SG/2019-20)

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[On the original letterhead of the Bidder]

Date
I,Son/Daughter/Wife of Resident
of Proprietor / Director
/ Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and execute this tender document.
I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No to (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.
The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.
I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in it's totally / entirely.
In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.
Authorized Signatory (Signature In full):
Name and title of Signatory:
Stamp of the Company:

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Annexure T-V

CERTIFICATE DECARATION REGARDING BLACKLISTING/NON BLACKLISTING

I /We Proprietor / Partner (s) / Director (s) of M/shereby the firm/ company namely M/Sbeen blacklisted or debarred in the past by any organization from taking part in tenders.	has not
Or	
I / We proprietor / partner (s) / Director (s) of M/s	vas blacklisted tenders for a now the firm/ ation is found by INFLIBNET
Dated:	
Authorized Signatory (Signature In full):	-
Name and title of Signatory:	
Stamp of the Company:	

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

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Annexure T-VI

FINANCIAL CAPABILITY OF BIDDER [On the original letterhead of the Bidder]

Date :_	

Annual turnover details of the Bidder from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
А	2016-2017	
В	2017- 2018	
С	2018- 2019	

[Extra rows may be added, if required]

Please affix the signature of the authorized signatory of the Bidder with name, designation, seal and date here.

Please affix the signature of the authorized signatory of the statutory auditor of the Bidder with name, designation, seal and date here.

Authorized Signatory	Authorized Signatory
(Signature In full):	of Statutory Auditor:
Name and title	Name and title of
of Signatory:	Signatory
Stamp of the	
Company:	Stamp of the firm

^{*}Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the above mentioned financial years shall submit as supporting evidence.

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Annexure T- VII

	Date :
Details of Works of Similar Typ	e Executed by the Bidder

Sr.	Name of the	Work	Ref. &	Work	Details of	Period of	f Access	Page
No.	Company with	Description	Date of		Order	Start	End	No
	full address,		the	Value				
	phone, fax and name of contact		order					
	person							

- 1. Copies of purchase orders should be attached with this information. In absence of documentary evidence, bid is liable to rejected.
- 2. If required, extra rows or separate sheet may be used to submit the information.

Authorized Signatory (Signature In full):
Name and title of Signatory:
5 ,
Stamp of the Company:

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(Tender No.INF/PUR/MP&SG/2019-2020)

Annexure T-VIII

SITE VISIT CERTIFICATE

	This is to certify that:			
	Ι,	(nan	ne of Firm/Ag	gency
or his	is representative) of the	,	-	•
	ne of construction firm) visited the site in co for			No.
Projec	ect.)		(name of	tiic
area a to the possib constr might	Having examined the bid documents, I certify that I having exact location of the works; the general condition and other work that might affect the construction method are sites; the climatic conditions; local conditions; means of calcility of supplying electricity; the availability of labor sufficients and obligations resulting from social, tax; and all continuous the execution or price of the works. I further certify that I am satisfied with the descent and perfectly the works to be undertaken as specified attract.	ions of execution is; the physical communication in numbe and it is and cirect in the cription of the	n; the neight conditions spand transpor and quantiticumstances works and	ooring becific t; the ty; all which that I
	Signature of Firm/Agency with seal:			
	Name and title of Signatory:			
	Stamp of Address of Company:			

Note 1: This form shall be completed at the time of the visit to the site where the works are to be carried out.

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(Tender No.INF/PUR/MP&SG/2019-20)
(Financial Bid, Envelope - II)

Annexure -F-I

Manpower cost of Un-skilled staff for Helpers at INFLIBNET.

[On the letterhead of the Firm/Agency]

	Α		В	С
Sr. No.	Description of items		Monthly rates for 30 days.	Total
140.		Per day 8 hours	daysi	
01.	Basic as per Central Govt. Notification for Un- skilled 'A' Ahmedabad (UA)	RsX 30 days =	Rs	
02.	VDA			
		Rs	Rs	
03	Total of Basic + VDA	Rs	Rs	
	(Sr. 1 + 2)			
04.				
	ESI @	% on Basic +VDA	Rs	
05.				
	PF @	% on Basic + VDA	Rs	
06.				
	Cost per un-s	skilled helper for 30	Rs	
07.	Total 6 Nos.	of manpower of Un- required as a Helper at entre.	Cost per Un-skilled helper for 30 days of 8 hours (as per Sr. No.6 of B) of Rs X 6 =	
				Rs

08.	Total annual cost for 6 Un-skilled manpower staff		
	Cost for per month for six un- skilled manpower staff		
		Rs	
	(Sr. No.07 of C) of Rs X 12		
	Months =	(Yearly approx. contract values skilled manpower staff of He	
.80			
	GST on total amount of 12 months	GST 18%	Rs
		Tabal Assaura	D.
Rate	s in words:	Total Amount	Rs

The Rates will be deemed of 'A' Ahmedabad (UA) as per GOI, Office of the Dy. Chief labour Commissioner (Central).

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(Tender No.INF/PUR/MP&SG/2019-20)

Manpower cost of Security Guards (Employment of Watch and Ward) at INFLIBNET.

[On the letterhead of the Firm/Agency]

	Α		В	С			
Sr.	•		Monthly (30	Total Nos. of Security			
No		Per day 8 hours duty of Security guard	days) Rates for 8 hours of One Security guard.	guards requirement '			
01.	Basic as per Central Govt. Notification for Employment of Watch and Ward	Rs X 30 days =		11 Nos. (1 each hours duration)			
	`A' Ahmedabad		Rs	7 am to 3 pm	03 Guards		
	(UA)			3 pm to 11 pm	03 Guards		
				11 pm to 7 am	04 Guards		
				6 am to 10 am &	01 Guards		
				6 pm to 10 pm			
02.	VDA			-			
		Rs	Rs	(above shift tim changing at con	tract		
03	Total of Basic + VDA			period as per ce requirement)	entre's		
	(Sr. 1 + 2)	Rs	Rs				
04.							
	ESI @% o	on Basic +VDA	Rs	-			
05.							
06.	PF @% (on Basic + VDA	Rs	_			
	Cost per security gu	ard for 30 days	Rs.				
07.	Total 11 nos. of security guards required at Centre (As per scope of work-Chapter-3)		Cost per Security guards for 30 days of 8 hours (as per Sr. No.6 of B) of				
			RsX 3 =				

			Rs
			1.01
08.	Total annual cost for fireman		
00.	Total allitual cost for ill citian		
		(Yearly approx. cont	ract value of 11 nos. of
		Security guards)	
	Cost for per month for three		
	fireman		
	/	_	
	(Sr. No.07 of C) of	Rs	
	Řs X 12		
	Months =		
08.	Months –		
00.			
	GST on total amount of 12 months	GST 18%	Rs
		Total Amount	Rs
Rate	s in words:		

The Rates will be deemed of 'A' Ahmedabad (UA) as per GOI, Office of the Dy. Chief labour Commissioner (Central).

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Name of the Agency/ Firm:	
2	

Sr. No.	Overheads	Amount
01.	Manpower cost of Un-skilled staff for Helpers	As per GOI, Office of the Dy. Chief labour Commissioner (Central) Minimum wages rates will be deemed of 'A' Ahmedabad (UA). (Don't write anything in this column)
02.	Manpower cost of Security Guards (Employment of Watch and Ward)	As per GOI, Office of the Dy. Chief labour Commissioner (Central) Minimum wages rates will be deemed of 'A' Ahmedabad (UA). (Don't write anything in this column)
03.	Profit margin of contractor (Quote profit in percentage % only)**	
04.	GST or any other applicable tax rate	
05.	Percentage rates in words	

The rates is to be filled up without any cutting/overwriting/inking/erasing etc.

- ** The Agency/Firm shall submit the breakup of all expenses, considered while calculating the profit margin. In absence of breakup sheet, Price Bid shall be rejected out rightly and no further correspondence shall be done.
 - The Agency/Firm are required to quote only service charges on percentage basis on total billing amount before GST or any other applicable taxes.
 - **Service charges/profit margins:** The Firm/Agency shall be required to quote service charges/profit margins per contract employee which shall be deciding one of the parameters for the award of the contract. The successful Firm/Agency shall be decided based on minimum service charges/profit margins quoted by the Firm/Agency combined together for providing manpower and security guards. The firm/Agency shall be quote service charges/profit margins not less than their applicable TDS.
 - The rates of Service charges/profit margins quoted by the Firm/Agency should be according to PART-A and PART-B for entering the contract.

Date:

Authorized Signatory (Signature In full):
Name and title of Signatory:
turne and title or dignatory?
Stamp of the Company:

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre (Tender No. INF/PUR/MP&SG/2019-20)

Annexure C-I

FORM OF AGREEMENT

This agreement made the The Information and Library expression shall unless repu successors and permitted a Gujarat, India on the ONE PA	y Network Centre (Ignant to the contex Issigns, having its H	Hereinafter t or meanir	called Ï	NFLIBN of be o	VÉT") d deemed	or Clien d to inc	t which lude its
* Shri		S/D	/o				
* Shri resident M/s	of	having	the office	sole at	pro the fol	prietor lowing	of address
* M/s re						ative/p	rincipal
* M/s the Companies Act 1950	6 having its repres	egistered of ented at	office a	t the	e follo Iuly rep	owing presente	address ed by its
constituted and authorized the Tenderer which term sha shall unless repugnant to the permitted assigns on the oth	all also be called the context or meaning	e Supplier	or the Co	ontract	tor) w	hich ex _l	pression
WHEREAS THE Client/ INFLI installed, tested & commis mentioned and called for of such works has been a therein and interalia others.	ssioned as detailed invitation to tender ccepted by the INFL	in the noti ers for the	ce inviti supply, i	ng ter nstalla	nder ai ition ar	nd thei	r office ormance
NOW THIS AGREEMENT WITN	ESSETH as follows:						
1. In this agreement word assigned to them in the con-					gs as a	ire resp	ectively
2. The following documents read and construed as part o			ents shal	l be de	eemed	to form	and be
a) Notice inviting Tender							

c) The Tender, Letter of Acceptance, Letters from & to the tenderer, Amendment's, if any, leading

b) General rules and Instructions for the guidance of tenderers.

to and prior to acceptance letter.

- d) General Conditions of contract and clauses of contract along with Annexures thereto.
- e) Schedules consisting of Technical Specifications, Special Conditions, Compliances, Comprehensive AMC terms, tender drawings if any, etc.
- f) Schedule of quantities including Prices and tendered amount known as Price Bid.
- g) The details submitted in technical bid, design, site survey and such other commitments like Annual Maintenance Charges for the period mentioned shall be part of the agreement.

[Note : * Strike off whichever is not applicable]

3. In consideration of the payments to be made by the INFLIBNET to the tenderer, the tenderer hereby covenants and agrees with the INFLIBNET to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, tenderer,	sealed	and	delivered	by -	the	said
to the CLIEN	IT(INFLIBNET)		in the presen	ce of:		
		Signature (of Tenderer (with se	eal)		

Signature of Authorised representative of the Client/INFLIBNET Accepting Authority.

Witness (Signature, Name & Address):

2).

1).

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre (Tender No. INF/PUR/MP&SG/2019-20)

Annexure C-II

PERFORMANCE BANK GUARANTEE

	To be stamped in accordance with Stamp Act)
Ref: Date:	Bank Guarantee No.
To Dear S	The Director, Information and Library Network Centre (INFLIBNET), Infocity Gandhinagar - 382007
Dear 3	ou ,
under for sul the sa	REAS
	EAS we ("the Bank", which expression shall be deemed to include it successors ermitted assigns) have agreed to give the " INFLIBNET" the Guarantee:
THERE	FORE the Bank hereby agrees and affirms as follows:
payab	ank hereby irrevocably and unconditionally guarantees the payment of all sums due and le by the Bidder to INFLIBNET under the terms of their Agreement dated ed, however, that the maximum liability of the Bank towards INFLIBNET under this ntee shall not, under any circumstances, exceed in aggregate.
from I sums specifi	suance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice NFLIBNET in that behalf and without delay/demur or set off, pay to INFLIBNET any and all demanded by INFLIBNET under the said demand notice, subject to the maximum limits ed in Clause 1 above. A notice from INFLIBNET to the Bank shall be sent by Registered Acknowledgement Due) at the following address:

This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decided by the bidder & INFLIBNET. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder and the Bank.

Attention Mr.

The BANK also agrees that INFLIBNET at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and not withstanding any security or other guarantee that INFLIBNET may have in relation to the Bidder's liabilities.

The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of INFLIBNET or any other indulgence shown by INFLIBNET or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of	
Witness	
(Signature)	(Signature)
(Name)	(Name)
Bank Rubber Stamp	
(Official Address)	Designation with Bank Stamp
Plus Attorney as per Power of Attorney No.:	
Dated:	

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre (Tender No. INF/PUR/MP&SG/2019-20)

Annexure C-III

FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND LETTER OF GUARANTEE

The Director,

INFLIBNET Centre, INFOCITY, Gandhinagar
IN ACCORDANCE WITH YOUR TENDER for supply of, /M/s
We,
Our liability under this Bank Guarantee shall not exceed Rs
Yours truly, Signature and seal of the guarantor: Name of Bank: Address: Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

INDEMNITY BOND

(ON A STAMP DAPED of De 100/-)

(ON F	A STAMP PAPER OF RS.100/-)
have entered into a contract with Information registered office at INFOCITY, Opp. D	ng a registered office at
at all times, whether during the continuation in respect of any claim, demand, comper whatsoever nature made, all actions and employee(s), or workman/woman provide	ess, Information & Library Network (INFLIBNET) Centre, on of the aforesaid contract and at any time thereafter, insation, liability, penalty, fines, interests, suits etc. of proceedings taken against the Institute by any party, and by us, on account of any delay, default, lapse, error, gulations, as may be applicable under the said contract
(INFLIBNET) Centre against any claim/copayment of salaries, wages, overtime, compensation and claims arising on account of their engagement by us for the purpose	nd keep harmless, Information & Library Network impensation arising out of any non-payment or short, or compensation by whatever name called and int of any accident, injury, death, etc. during the course se of this contract, or non-fulfillment of any obligation is to the class of workers/employees engaged by us for
We further declare and agree that this undertaking by us and is not restrictive in	Indemnity Bond is an unconditional and irrevocable any manner.
	Signature of the Tenderer/Authorized Signatory Name of the Tenderer
	Address of the Tenderer
	Seal of the Company/Firm:

Telephone No/ Mobile No.----