



# ITI LIMITED आईटीआई लिमिटेड

# A Government of India Undertaking) Bangalore Plant, Doorvaninagar, Bangalore-560016

TEL: 08028503628 / 08025657990

Ref: ITI/IR&LEGAL/01-2023 Date: 17.01.2023

# **TENDER DOCUMENT**

Tender Tittle : Hiring of outsourced Manpower Services for ITI Limited on Contract Basis.

Tender Ref. No : ITI/IR&LEGAL/01/2023

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1. Mode of tendering: Two Bid System

E-Tender to be submitted in Two Bid System as per the following:

- 1: Technical Bid & Earnest Money Deposit.
- 2: Financial Bid

The tender to be submitted in M/s ITI limited e-Tender portal (https://itilimited.euniwizarde.com) for "Bid for Hiring of Outsourced Manpower Services for ITI Limited on Contract Basis" addressed to Deputy General Manager-HR(B/R&D), ITI Limited, Bangalore Plant, Dooravaninagar, Bangalore 560016.

The envelope shall contain two separate sealed envelopes, one containing Technical Bid super scribing on the top "Technical Bid" and another containing "Financial Bid" super scribing on the top "Financial Bid".

# **Critical Date & Face Sheet:**

Date of Tender	17 <sup>th</sup> January 2023
Earnest Money Deposit(EMD) Value	Rs.1,50000/-(One Lakh fifty thousand only) in the form of DD/ NEFT/RTGS, account payee ITI Limited.
Bid Submission due date & time	31st January, 2023 @ 11:00AM
Technical Bid opening date & time	1st February, 2023 @11.00 AM
Validity of Bid	90 Days
Tender Inviting Authority	DGM-HR(B/R&D), ITI Limited, Bangalore Plant, Dooravaninagar, Bangalore 560016

For any clarification/queries related to tender document, please drop clarification email ID to prasanna\_crp@itiltd.co.in <u>/abhishek\_bgp@itiltd.co.in</u>.

For any clarification/queries related to uploading in E-tender Portal please See XXI: INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION

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# **SCHEDULE OF REQUIREMENT**

Deputy General Manager-HR(B/R&D), ITI Limited, Bangalore Plant, Dooravaninagar, Bangalore 560016 invites Bids from reputed and financially sound agencies/bidders for providing outsource manpower deployment in ITI Limited at Bangalore in a two-bid system taking into account the following conditions:

- ITI Limited has initial requirement of manpower as detailed in "Section-C" (initial requirement of manpower) of the tender document. The requirement of ITI Limited is only indicative and may further increase or decrease during the period of contract depending upon the exigency of work.
- 2. The remunerations indicated in "Section-C" is excluding ESI and EPF. The contract will be initially for a period of one year and is likely to commence from the date of deployment of manpower after completing pre-deployment formalities listed in the tender document which may be extended for a further it may extend for one(01) more year with depending upon the requirement of manpower, administrative convenience of ITI Limited and performance of the Agency.

# A. LIABILITIES. CONTROL etc OF THE PERSONS DEPLOYED.

- The successful agency/bidder shall ensure that the individual manpower deployed in ITI Limited, confirms to the technical specification of education and skill prescribed in "Section-C" of the Tender Document.
- The successful agency/bidder shall furnish the following documents in respect of the individual manpower who will be deployed by it in the ITI Limited before the commencement of work:
  - a) List of persons to be deployed.
  - b) Bio-data of persons along with the certificates in respect of educational/professional qualifications etc.

- c) Attested copy of matriculation certificate containing date of birth.
- d) Certificate of verification of antecedents of person by local police authority.
- e) Detailed proof of identity like driving license, bank account details, proof of residence and recent 2 photographs of the personnel to be deployed by the agency in ITI Limited.
- 3. The successful agency/bidder shall ensure that the personnel deployed are medically fit and a certificate to be provided by the Registered Medical Practitioner.
- 4. The successful agency/bidder shall be responsible for proper conduct of his/her/their personnel in ITI Limited office premises. In case of any damage/loss/theft etc., to the property of ITI Limited, which is caused by the personnel deployed by the agency, the agency will either be liable to make good the loss (indemnify the company) on the basis of the value of the property as determined by ITI Limited or the same could be recovered from the performance guarantee, monthly payments, due to the agency.
- 5. The personnel deputed to ITI Limited by the successful agency/bidder should be polite, cordial, positive and efficient while handling the assigned work. In case, the person employed by the successful agency/bidder commit any act of omission/commission that amounts to misconduct/ indiscipline/incompetence, the successful agency will be liable to take disciplinary action against such persons, including their removal from the work, if required by the ITI Limited.
- 6. The personnel deputed to ITI Limited shall not be changed by the agency in any circumstances unless there is a specific request from ITI Limited in writing.
- 7. It will be the responsibility of the successful agency/bidder to meet transportation, medical and other requirements in respect of the persons deployed in ITI Limited and ITI Limited will have no liabilities in this regard, including statutory and legal complaint.
- 8. For all intents and purposes, the successful agency/bidder shall be the 'employer' within the meaning of different labour legislation in respect of manpower so deployed in the ITI Limited. The persons deployed by the agency/bidder in ITI Limited shall not have claims of any employer and employee relationship against ITI Limited.

The successful agency/bidder shall be solely responsible for the redressal of grievance/resolution of dispute relating to persons deployed. The ITI Limited shall in no way be responsible for settlement of such issues whatsoever.

- The ITI Limited shall not be responsible for any financial loss or any injury to any person deployed by service providing agency/bidder in the course of their performing the functions/duties or for payment towards any compensation.
- 10. The persons deployed by the successful agency/bidder neither shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular /confirmed employees of the ITI Limited during the currency or after expiry of the contract.
- 11. In case of termination of the contract on its expiry or otherwise, the persons deployed by the successful agency/bidder shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the ITI Limited, as these placements are not against any regular vacancies in the company.
- 12. The Contractor is to ensure maintenance of attendance through Bio-Matric System and Contractor install the BIO-METRIC System at his own cost.

# B. LEGAL

- The successful agency/bidder shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc., in respect of the persons deployed by it in the ITI Limited.
- 2. Apart from the remuneration, will bear and pay the statutory obligation charges towards ESI, EPF and Bonus to the contracting agency, as applicable by the prevailing law from time to time.
- 3. The successful agency/bidder shall also be liable for depositing all taxes, statutory obligation, levies, cess etc., on account of services rendered by the bidder to ITI Limited to concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations on the matter. In case, the successful agency/bidder fails to comply with the statutory/taxation liabilities under appropriate law, and as a result thereof; the ITI Limited is put to any loss/obligation, monetary or otherwise, the ITI Limited will deduct the same from the monthly bills and/or the performance security deposit of the agency/bidder, the extent of the loss or obligation in monetary terms.

- 4. The successful agency/bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand to the concerned authority of the ITI Limited or any other authority under law.
- 5. The tax deduction at source (TDS) shall be made as per the provisions of Income Tax Act and a certificate to this effect shall be provided to the agency by the ITI Limited.
  - The remuneration of the deployed staff must be credited to their bank account by the successful agency/bidder latest by 7<sup>th</sup> of every month. A penalty of Rs. 500/- per day shall be imposed on the agency for failure to meet this deadline.
- 6. The successful. agency/bidder shall present the bills for reimbursement of the remuneration latest by 2<sup>nd</sup> of every month so that the same can be processed in ITI Limited at the earliest. However, the deadline of payment of remuneration to the persons deployed by the agency shall not be altered by the agency even if payment is not received or delayed from ITI Limited, as the company has to ensure compliances of all statutory obligation by its manpower agency before affecting to the agency.
- 7. Contractor shall have a valid license obtained from the licensing officer and shall be renewed from time to time
- 8. Manpower supplied by the contractor shall not claim employment or any other benefits from ITI which are applicable to employees of ITI Limited.
- 9. Manpower supplied by contractor are the employees of contractor and shall not have any relation with ITI
- 10. Attendance, wages, appraisal, increments, etc., of manpower will be done by the contractor
- 11. Contractor shall indemnify ITI for all losses (including legal expenses) arising out of claims made by contractor's manpower or any third party

# C. TECHNICAL REQUIREMENT' OF MANPOWER TO BE DEPLOYED

The qualification(s) required for personnel to be deployed by successful agency/bidder in ITI Limited is given below. The approximate number of personnel at each level and their maximum age is also indicated below. Being the initial requirement, the number of personal required may vary as the organizations requirements.

Category of Manpower	Approxi mate No. of personnel required	Qualification(s)	Job Descripti on	Maximu m Age	Tentative Remuneration	Requirement at	
Highly	70	i) Educational Qualification: Any			As per	ITI Bangalore	
Skilled		Technical graduate (i.e. Engineering) or			Minimum	Plant/ ITI	
Worker		Masters (i.e. MCom, M.Sc. etc.) from any			Wages Act	Corporate	
		University recognized by Central or state	ANNEXU	30 Years		Office/ ITI R&D	
		Government.	RE-				
		ii) Technical Qualification: (a)	V				
		Experience / Certificate in MS Office/					
		Computer Application / Knowledge of					
		working with MS word, Excel and/ or					
		webpage data entry					
		iii) Experience: Preferred - experience in data entry and scanning					
Skilled	90	(i)Educational Qualification:			As per		
workers		Any graduate (BA, B Com,			Minimum		
		BSc)/Diploma (3 years in engineering)	ANNEXU	30 Years	Wages		
		from any University/BOARD	RE-		Act		
		recognized by Central or state	V				
		Government.					
		ii) Technical Qualification:					
		(a) Experience / Certificate in MS					
		Office/ Computer Application /					
		Knowledge of working with MS word,					
		Excel and/ or webpage data entry					
		iii) Experience: Preferred - experience					
		in data entry and scanning					
					0.1.1		

Office Address: ITI Limited, Bangalore Plant and R&D, Dooravaninagar, Bangalore-560016, Karnataka, India.

Semi-skilled workers (Matriculate)	55	(i) Educational Qualification: i)10+2 examination passed from any Board recognized by Central or state Government. Trade Certificate (ITI Pass Holder) ii) A person should have basic knowledge to read and write in English. Experience / Certificate in MS Office/ Computer Application / Knowledge of working with MS word, Excel and/ or webpage data entry is	ANNEXUR E- V	30 Years	As Minimum Wages Act	per	ITI Bangalore Plant/ ITI Corporate Office/ ITI R&D
		Excel and/ or webpage data entry is preferable.					
Unskilled	55	i) A person shall be preferably 8th			As	per	
workers		passed and have basic knowledge to			Minimum		
		read in	ANNEXURE	30 Years	Wages		
		English.	- V		Act		

<sup>(\*)</sup> The Age and educational qualification can be relaxed with the approval of the Unit Head, ITI Limited, in case the candidate possessing relevant experience.

# **INSTRUCTION TO BIDDERS AND GENERAL TERMS CONDITIONS**

# I. **GENERAL TERMS:**

- 1. The Two-Bid system tender should be submitted through e-tender as Per Annexure-XXI.
- The Two-Bid system tender should be submitted through e-tender on or before 31st JANUARY, 2023 @ 11:00AM
- The Tender Documents shall be treated as 'confidential'.
- 4. Bid shall be submitted with a forwarding letter on letter head of the bidder/agency duly signed and stamped by authorized signatory on each page to ensure the compliance of scope, services and general terms and conditions of the tender under reference.
- 5. Technical Bid should be submitted by the bidder strictly as per Bidder eligibility criteria with documentary evidence prescribed.
- 6. No overwriting, corrections and cutting in the Financial Bid format is permitted. All entries in the bid/tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
- 7. Each page of the tender document should be signed and stamped by authorized signatory.
- 8. Rates of all personnel should be quoted, otherwise the bid shall be rejected. Rates should be quoted, both in Figures & Words, inclusive of all taxes.
- 9. ITI Limited also reserves the right to modify/relax any of the terms & conditions of the tender.
- 10. **Pre-Bid inspection/Survey**: The bidder may visit ITI Limited to have an understanding of the requirements during working hours of ITI Limited.
- 11. The selected bidder shall undertake to abide sincerely by all rules, regulations and laws of land for their responsibilities to provide the outsourced manpower and shall agree to keep itself liable and responsible for any such violation directly to their responsibilities for the contract.
- 12. ITI Limited may renew the contract for a further period on the same terms and conditions depending upon the requirement of manpower,

- administrative convenience of ITI Limited and performance of the agency.
- 13. ITI Limited shall not be responsible for postal or any other delays. Bids received in an envelope that is damaged/tom or merely stapled will be summarily rejected.
- 14. Bids once submitted shall not be allowed to be withdrawn. Any default after acceptance of bid shall be deemed to be non-compliance of the terms of contract and would be liable to forfeiture of EMD deposit and cancellation of contract.
- 15. Bidders/authorized representative duly authorized in writing on letter head are requested to be present at the time of opening of the bids. If the date of tender opening, by any chance happens to be a holiday, the tender will be opened on the next working day at the stipulated time.
- 16. ITI LIMITED, however, reserves the right to terminate/curtail/cancel the contract at any time after giving one week's notice to the Agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, etc. In such case successful bidder will not be entitled to any kind of compensation.
- 17. Once the rates are finalized, no increase will be considered in the rates quoted by the agency in any case during the period of contract.
- 18. ITI LIMITED reserves the right to reject any or all the tenders or accept them in part or to reject lowest tender.
- 19. DD in favour of ITI Limited, Bangalore Plant shall be submitted for Tender EMD cost, failing of which, the bid will be rejected. Tender EMD can also be submitted by NEFT or RTGS mode of payment. Proof submission to be provided.
- 20. The successful bidder may also opt for premature cancellation of the contract by giving 45 days' notice in writing. If contract is cancelled without any notice, ITI LIMITED reserves the right to forfeit the EMD/PBG of the successful bidder.
- 21. The successful agency/bidder shall not be allowed to transfer, assign, pledge or sub-contract its right and liabilities under the contract to any other agency.
- 22. The bidder will be bound by the details furnished by him/her/them to the ITI LIMITED while submitting the tender/bid or at subsequent stage. In case such documents furnished by the bidder or successful bidder are found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/them liable for legal action besides termination of contract.

# **II ELIGIBILITY OF BIDDERS**

- 1. The bidders should be company, registered under Indian Companies Act or partnership firm registered under the Indian Partnership Act or Proprietary concern. Self-attested documentary proof should be provided.
- 2. The bidder should have at least two years' experience of deployment of different categories of manpower in Ministry/Departments of Govt. of India/Central PSUs/ Nationalised Bank/State Govt. Departments/ Autonomous/Statutory Bodies/corporations. The copy of the experience certificate/work order issued by the respective office should be provided.
- 3. The bidder should have its own bank account. A self-attested bank account statement for the last six months should be provided.
- 4. The bidder should have office of the company/firm/agency in the Bangalore, Karnataka. A self-attested documentary proof should be provided.
- 5. The bidder should furnish signed declaration indicating that they have carefully read the terms and conditions of the Tender and accepted all the provisions of the Tender Document.
- 6. The bidder should furnish signed declaration indicating that they have not been blacklisted/debarred by the Ministries /Departments of Govt. of India/Central PSUs/ Banks/State Government Departments/Autonomous Bodies/Statutory Bodies/Corporations for the last two years and there is no litigation with any Government Department on account of similar services.
- 7. The tenderer/bidders are required to enclose attested photocopies of the documents listed below in this tender document, along with the "Technical Bid", failing which the bids shall be summarily rejected and will not be considered any further.

# SELF ATTESTED DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID

- 1. Registration Certificate under the Companies Act, 2013 or partnership firm registered under Indian Partnership Act or Proprietary concern.
- 2. Registration Certificate under Contact Labour (Regulation & Abolition) Act, 1972.
- 3. Copy of PAN number.
- 4. Copy of the latest IT Returns filed with the Income Tax Department
- 5. Copy of EPP Registration certificate.
- 6. Copy of ESI Registration certificate,
- 7. Copy of the ServiceTax Registration certificate.
- 8. Copy of the Turnover Statement for the last two years.
- 9. A self-attested bank account statement for the last six months.
- 10. Unpriced financial bid.

# **TECHNICAL EVALUATION CRITERIA**

The bidder must fulfill the following technical criteria/attach the following required certificates in order to be eligible for financial evaluation and compliance of bid described in the tender document

- A self-attested Registration Certificate under the Companies Act, 2013 or partnership firm registered under Indian Partnership Act or Proprietary Concern.
- 2. A self-attested Registration Certificate under Contact Labour (Regulation & Abolition) Act, 1972.
- 3. A Self attested copy of PAN number.

- 4. A self-attested copy of the latest IT Returns filed for the financial year 2018-2019 and 2019-2020 with the Income TaxDepartment.
- 5. A self-attested copy of EPF Registration certificate.
- 6. A self-attested copy of ESI Registration certificate.
- 7. A self-attested copy of the Service Tax/GST Registration certificate.
- 8. A self-attested bank account statement for the last six months.
- 9. The bidder should have at least 2 years experience of deployment of different category of manpower in Ministry/Department of Govt. of India/Central PSUs/ Banks/State Government Department/Autonomous bodies/Statutory Bodies/Corporations, A copy of the experience certificate/work order issued by the respective offices should be provided.
- 10. The average annual turnover of the company/firm/agency should not be less than rupees Fifty Lakh during the last two financial years. Copies of self-attested audited profit & loss account/income & expenditure account and balance sheets during the financial year 2020-21 & 2021-2022 should be provided.

# III. AWARD OF BIDDERS

#### Financial Evaluation Criteria

- The financial bid of only those bidders/tenderers will be opened whose Technical Bids are found in order. The financial bid shall be opened at a later stage. The scheduled time and venue for opening the financial bids will be communicated to only those bidders/tenderers whose technical bids are found in order.
- 2. The evaluation of technical bid will be done by considering the parameters listed in section "Technical Evaluation Criteria" and in Annexure-I (Technical Bid Document).

- 3. After evaluation of Technical Bids, the Financial bids of only Technical Qualified Bidders will be opened.
- 4. The bidders score will be determined on the basis of lowest Service/Agency Charges, excluding ESI, EPF as applicable (arrived on the basis of comparison of financial quote of all the bidders).
- 5. The bidders, who quote unrealistic rate of service charges i.e., 0% shall be debarred for further consideration. The bidder shall quote percentage upto 2 decimal points. If the bidders quote percentage with more than 2 decimal points, then upto two decimal points only be considered without rounding up.
- 6. In case two or more bidders offer same percentage of service charges, then the bidder having highest turnover will be considered as L1.
- 7. The rates in the financial bid should be strictly as per Annexure-II.

# IV. ISSUE OF LETTER OF INTENT

- 1. The issue of letter of intent shall constitute the intention of ITI LIMITED to place the work order with the successful agency/bidder.
- 2. The bidder shall within two weeks of issue of letter of intent should give his/her acceptance along with security deposit/performance guarantee (PG) as mentioned in bid document
- 3. The bidder shall also have to sign a service level agreement on Rs.200/non judicial stamp paper in the prescribed format to safeguard the interest of ITI LIMITED.

# DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY/BIDDER BEFORE DEPLOYMENT OF MANPOWER

- 1. List of manpower shortlisted by the agency for deployment containing full details Le., name, father's name, mother's name, date of birth, residential and permanent address.
- 2. Bio-data of all persons along with the supporting documents in respect of age, qualification, professional qualification and experience etc.
- 3. Detailed proof of identity like driving licence, bank account details, proof of residence and recent size of photograph of the personnel proposed to be deployed in ITI LIMITED by the agency.
- 4. Performance Security Deposit equivalent to 3% of the amount of Annual Contract Value in the form of FDR issued by a nationalized bank in favour of "ITI Limited, Bangalore Plant". Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, and hence shall be returned after 60 days of completion of contract.

# V. VALIDITY OF QUOTATION:

Bid validity should be 90 days from the specified date of closing

# VI. PAYMENT TERMS

- 1. The successful bidder shall submit the monthly bills in triplicate enclosing the certificates as mentioned in succeeding para for payment
  - (a) Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards PF and ESIC
  - (b) Copies of deposit of PF, ESI, Taxes and applicable from time to time. ITI LIMITED may ask for producing the originals of any documents for verification.
  - (c) Bank Statement showing debits from awarding agency's bank account towards payment of wages to its personnel deployed at ITI LIMITED.
- The TDS shall be made as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided by ITI LIMITED to the agency-
- 3. First payment shall be released after furnishing Performance Bank Guarantee/Security Deposit,
- 4. The successful bidder shall make regular and full payment of remunerations as due to its personnel under service contract with salary slips as per Annexure-III and furnish necessary proof whenever required. The payment of personnel by the agency should be made on or before 7<sup>th</sup> every month.
- 5. The successful bidder will ensure the remittance of remunerations to the personnel deployed by them in ITI LIMITED by directly transferring into their respective Bank Accounts.
- 6. The proof of challan receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof the bills will not be processed.
- 7. Proof of Taxes as applicable from time to time deposited with the concerned Government agencies shall be submitted with the bill.
- 8. In case ITI LIMITED receives any complaint(s) regarding non-payment of salaries to the personnel deployed with it, the amount to the employee will be recovered from the bills of agency and paid to such personnel

# VII. BID SECURITY (EMI)/SECURITY DEPOSIT

EMD of 1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of Demand Draft in favour of " ITI Limited, Bangalore Plant ' from any commercial bank should be submitted (except those who are registered with the Central Purchase Organization, National Small Industries Corporation or the concerned Ministry or Department) along with "Technical Bid". Demand Draft , NEFT or RTGS made should be dated on/after the date of publication of the tender. EMD of unsuccessful bidders will be refunded after finalization of bids. Successful bidder has to submit Performance Security Deposit equivalent to 10% of the amount of Annual Contract Value in the form of fixed deposit of a nationalized bank in favour of " ITI Limited, Bangalore Plant " which should be valid for a period of 60 days beyond the completion of the contractual obligations by the bidder. In case, the contract is further extended beyond the initial period, the Performance Security will have to be accordingly renewed by the agency. The same will be returned after the completion of contract without interest, after 60 days.

The EMD of successful bidder will be returned only after deposit of performance security.

VIII. The successful bidder will be required to execute a service level agreement as per Annexure IV with ITI LIMITED within the period specified in the Letter of intent/work order on Rs.200 + Rs 500/- agreement & indemnity clause non-judicial stamp paper.

# IX. FORFEITURE OF EMD/SECURITY DEPOSIT/PERFORMANCE GUARANTEE

- If the successful bidder/agency refuses/fails to accept Letter of Intent (LOS/Work order issued by ITI LIMITED or the work assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, EMD/Security Deposit will be forfeited and the bidder will not be entertained for any tenders that may be published in future by ITI LIMITED.
- 2. If the bidder withdraws tender before/after finalization of the tender, EMD will be forfeited.
- 3. If the contract is terminated by ITI LIMITED due to poor performance/ violation(s) of any clause(s) of the agreement or for any bad act of selected bidder, security deposit/PG will be forfeited.
- 4. In case of unreasonable price quoted by the bidder for disrupting the tender process, EMD of such bidder will be forfeited.
  - In case the successful agency fails to enter into the agreement with ITI LIMITED within the specified date mentioned in the letter of intent/work order, the EMD/security deposited by such agency shall stand forfeited without giving any further notice.

# X. REJECTION OF THE BID

- 5. The bidder is expected to examine all instructions, formats, terms and conditions, and scope of work in the bid document. Failure to furnish complete information or false information/documents shall result in rejection of bid.
- 6. In respect of interpretation /clarification of this bid document and in respect of any matter relating to this bid documents, the decision of ITI Limited, Bangalore Plant shall be final.
- 7. The bidder will have to furnish the required documents as specified in the bid document, failing which the bid is liable to be rejected.
- 8. No prices are to be indicated in the Technical Bid and if the prices are mentioned in the "Technical Bid" it may lead to rejection of the bid.
- 9. If bids are not submitted as per two bid system, they will be summarily rejected.
- 10. Bids without proper cost and EMD money will be summarily rejected.
- 11. The bids received after specified date and time shall not be considered.
- 12. The bids received through Fax/email or any other mode other than specified in the tender document shall not be considered.
- 13. Conditional bids shall not be considered and will be out rightly rejected on the very first instance.

# XI SERVICE DELIVERY:

Service Commencement shall be within 15 days from the date of Letter of Intent/Work Order/Contract. If the service conditions as per the Contract are not met, the Contractor will be blacklisted and will not be considered for any future proposals.

# XII. LIQUIDATED DAMAGES:

- 1. The successful agency/bidder shall replace immediately any of its personnel who are found 'unacceptable to ITI LIMITED because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the ITI LIMITED. The delay in providing a substitute beyond five working days would attract a penalty @1000/- per day on the service providing agency. In case of more than 15 days delay, ITI LIMITED may in its discretion terminate the contract.
- 2. The successful agency/bidder shall immediately provide a substitute in the event of any persons leaving the job due to his/her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @1000/- per day on the service providing agency. In case of more than 15 days, ITI LIMITED may in its discretion terminate the contract.

# XII CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, ITI LIMITED may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be by email and no change in the price or substance of the bid shall be sought, offered or permitted. However no post bid clarification at the initiative of the bidder shall be entertained.

# XIV. CANCELLATION BY DEFAULT

ITI LIMITED may, without prejudice to any other remedy for breach of work order, by written notice of default sent to bidder, cancel the work order in whole or part:

- I. If the bidder/agency fails to provide services within the time period specified in the work order.
- II. If the bidders/agency fails to perform any other obligations under the work order.

#### XV. BLACKLISTING

Company/firm blacklisted by Govt/PSU/Corporate Organization are not eligible to participate in the bidding process. If at any stage of bidding process or during the currency of work order, such information comes to the knowledge of ITI LIMITED, ITI LIMITED shall have right to reject the bid or cancel the work order, as the case may be without any compensation to the object that they have not been blacklisted for the

# XVI. JURISDICTION FOR DISPUTE REDRESSAL

All disputes or differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of the work order or the breach thereof shall be subject to Courts at Bangalore

# XVII. FORCE MAJEURE

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either partly of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God, (herein after referred to as eventualities) then, provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.

XVIII. AMENDMENTS & WITHDRAWAL OF TENDER DOCUMENTS The competent authority of ITI reserves all the rights for the amendment & withdrawal of the

tender documents. The amendment & withdrawal of the tender documents may in this regard will be intimated through proper notice.

# XIX. GOVERNING LAWS:

This Tender shall be governed and interpreted by and construed in accordance with the Indian laws and subject to the clause XX of this Tender. The parties submit to the exclusive jurisdiction at Bengaluru.

efforts to settle any/ all dispute amicably, but in case of any dispute/controversy/claim arising out of this Tender, which cannot be settled mutually, shall be settled as per the provisions Indian Arbitration & Conciliation rules, 1996 of India, as amended, by one or more arbitrators to be appointed by each party. If no consent is arrived at the choice of a Sole Arbitrator, each party shall appoint one Arbitrator and both such arbitrators shall appoint a Presiding Arbitrator (Umpire). The venue of arbitration shall be Bangalore and the language preferred will be English.

Dr. PRASANNA M DGM-HR(B/R&D)

# XXI: INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION

#### ADDITIONAL INSTRUCTIONS FOR VENDORS

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<a href="https://itilimited.euniwizarde.com">https://itilimited.euniwizarde.com</a>)

# 1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal https://itilimited.euniwizarde.com/ by clicking on the link "Bidder Enrolment".
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- f) After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- g) As per portal norms Registration Fee will be applicable.

#### 2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

# 3. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

# 4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 24 | Page c) Biolers to rester that they should recessarily is ubmit their financial bids in the prescriped format given by department and no other format is acceptable.

- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

#### 5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

# **6. ASSISTANCE TO BIDDERS**

- a) Any queries relating to the tender document and the terms and conditions contained there in should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in
- general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (https://itilimited.euniwizarde.com/) only.
- e) All payments should be done through e-Wizard Payment gateway.

# **ANNEXURE-I**

# **TECHNICAL BID DOCUMENT**

1	Name of Agency/Firm	
2	Profile of the Agency Firm	
3	Name of Proprietor/Director of the agency	
4	Full address of registered office	
5	Telephone Number	
6	Fax No.	
7	Mobile No.	
8	Email Address	
9	Correspondence address of office	
10	Full address of branch	
11	Banker of Agency with its full address (Attach self-	
	attested copy of Bank A/c for the last six months	
	issued by the banker and telephone no. of	
	banker.)	
12	Registration No. of the Agency (as per (a) in	
	Technical Evaluation Criteria	

13	PAN/TIN No. c	of the agency (Attac		
	of PAN/TIN Ca	ard of the Agency		
14	Service Tax Re	gistration No (Attac		
	the Registration	n Certificate)		
15	EPF Registration	on No. (Attach self-a	attested copy of	
	the Registration	n Certificate)		
16	ESI Registration	on No. (Attach self-	attested copy of	
	the Registration	n Certificate)		
17	Financial turnov	ver of the agency fo	r the financial year	
	2019-20, 2020	-21 (copy of the	IT returns filed in	
	respect thereof	and a copy of the	turnover statement	
	for the above	two financial years	s separately, duly	
	certified by the	Chartered Account	ant, to be attached	
	in the following			
	format):			
	Financial	Amount (Rs.	Remarks	
	Year	In	If	
		lacs)	any	
	2019-20	,	-	
	2020-21			
18	Details of	major contracts	with Central	
	Government/S	tate Government/F	PSU/Reputed	
	Private Firms	s handled by		
	agency/bidder	for providing manp	oower during the	
	two years (in th	e following format (	(attested copies	
	of last years' e	xperience certificat	te /work award	
	may be enclose	ed)		

19	EMD details	
20	Unpriced financial bid	
21	Signed copy of the Tender document	

(If the space provided is insufficient, a separate sheet may be attached)

# **Declaration**

son/daughter/wife of Shri/Smt
-------------------------------

Proprietor/Director/Authorized signatory of the agency mentioned above is competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions laid down in the tender and undertake to abide by them.

The information/documents furnished along with the above bid/application are true and authentic to the best of my knowledge and belief. Am well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of may tender/bid at any stage besides liabilities towards prosecution under appropriate law.

(signature of the authorized person)
Name
Date

Place

Official seal

#### ANNEXURE-II

# FINANCIAL BID DOCUMENT

ITI LIMITED has worked out the requirement (in Section 'C' of the tender document) to be deployed in its office at ITI Limited, Bangalore Plant, Dooravaninagar, Bangalore 560016..

The successful bidder is required to pay the remuneration, as fixed by ITI LIMITED, on monthly basis to each of the personnel, after deduction of employee share of contribution towards ESI, EPF etc., wherever applicable, deployed in ITI LIMITED during the contract period.

ITI LIMITED will bear the expenses towards employer contribution in respect of ESI, EPF and taxes, as per Rules applicable from time to time.

The agency is required to submit the financial bid in the following format only:

Description of services	Rates of Services/Agency charges in percentage
	(%) (upto two decimal point only) to be charged on
	total remuneration excluding ESI, EPF and taxes as
	applicable from time to time.
Providing manpower of various categories	
based on the requirement of tender	
document on the monthly remuneration fixed	
by the ITI LIMITED.	

The bidders who quote unrealistic rate of service charges i.e.'0'% shall be debarred for further consideration. If the bidders quote percentage with more than two decimal points, then upto two decimal points only be considered without rounding up.

The bidders are required to quote only service/agency charge which represents administrative/ management charges/overheads/other costs.

Signature & Seal of the bidder with date

# ANNEXURE-III

# PROFORMA OF MONTHLY SALARY SLIP TO BE ISSUED BY CONTRACTOR TO ITS EMPLOYEES

# **ANNEXURE-IV**

# SPECIMEN SERVICE LEVEL AGREEMENT FOR PROVIDING OUTSOURCED STAFF SERVICES

SERVICE LEVEL AGREEMENT (SLA) ENTERED INTO ONBY AND BETWEEN:
ITI Limited, Bangalore Plant, Dooravaninagar, Bangalore 560016, (hereinafter referred to as the "ITI LIMITED" of the one part).
AND
M/sregistered under
having its registeredoffice at (hereinafter
referred to as the "CONTRACTOR" which expression shall unless repugnant to the
context or meaning thereof be deemed to include its successors and permitted
assigns) of the other part.
The ITI LIMITED and the CONTRACTOR are individually referred to as a "Party" and collectively referred to as "Parties".
That WHEREAS the CONTRACTOR will deploy outsourced manpower at the
aforesaid location under ITI LIMITED Bangalore in accordance with Tender No
date_at the rates quoted by the Contractor vide their financial bid in response
to Tender No. date as per all the terms and conditions given in the aforesaid tender
which shall become part and parcel of this agreement. And WHEREAS the expenses
and all charges shall be borne by CONTRACTOR and shall be paid by ITI LIMITED
on verification of bill submitted by Contractor. And whereas CONTRACTOR shall pay
the salary to its personnel deployed at ITI LIMITED as per the structure agreed by
ITILIMITED.

And whereas CONTRACTOR shall abide by all the rules & regulations and directions of ITI LIMITED and also indemnify ITI LIMITED, against all the risks, losses, claims, damages, on account of supply of manpower.

The performance Security Bank Guarantee would be encased by ITI Limited in case CONTRACTOR fails to provide manpower and/or breaches terms and conditions of the aforesaid documents.

This	agreement	is	made	for	period	of	one	year	from_	to_
			In Wit	ness t	here of th	e abo	ve men	tioned p	oarties	have
put their Signature on this_			_day of_							

Signed for and on behalf of

**ITI Limited** 

Signed for and on behalf of CONTRACTOR Name:

Designation
Office Seal

Signature of the bidder with Seal

# **ANNEXURE-V**

# Job Description

Highly skilled

Preparation of tender documents and submission of tenders on-line, Interaction with the various departments to get the necessary inputs/documents for preparation of bids, Maintenance of tender files and updating the status of the tenders, Testing, Project follow up, Assembly co- ordination, PR raising, PO follow up, Material receiving and testing, TSEC evaluation and IA of Wi-Fi and Wi-Fi tenders, Mechanical Prototyping for All R&D Products, Design of system drawings & mechanical drawings and release to records for all the R&D projects, Wiring, Assembly, Soldering and reworking of PCBs level, System level, Chassis level, System Integration and testing, field trials for 1GE IPE for C-DAC, ADRIN, MHA, NTRO, 16-CESR, Production support and field-trial of MCEU Package-C, 1GE IPE for ADRIN, MHA, Hardware testing of LBR card, system integrated testing and Replicator testing and production support for the same for MCEU of NFS for Package -D, Testing of LCT & EMS software for MCEU for NFS for Package-C & D and production support for the same, Testing of EKMS and TRNG hardware cards and product ionization of the same and production support for testing for MCEU. Testing of Ananda/NGN BEU, TESD/SESD and field support, Importing, editing & exporting of the Gerber data, make data compatible for CNC Drilling machine, Routing machine and Jump scoring machine. Netlist preparation for Flying Probe Testing. Generating the data for Photo plotting of the films, Cleaning of separator sheets, Cutting of prepreg and copper foil, making the book for Multilayer Boards

. loading and unloading of PCBs, Repair of ARC & ARI Field returned cards, Routine maintenance of fault removal of OLT, ONT and Associate power equipment, Handling of faulty Cards / Modules

Skilled

Receive Shop Orders and Stores Requisition, Receive Shop Order and Record card and enter in follow up register, Load the Shop order, Planning, Coil winding, termination, material collection and dispatches, development of testing program for the new coil winding machines received in coil winding. Baking, Oven, Curing, Lacquering, Core Adjustment, Apply Araldite, QA Testing, Final inspection, Importing, editing & exporting of the Gerber data, make data compatible for CNC Drilling machine, Routing machine and Jump scoring machine. Netlist preparation for Flying Probe Testing. Generating the data for Photo plotting of the films, According to the cards requirement size, cut the copper clad laminates, backup sheets & entry sheets and Making panels edges smooth, Stacking & Pinning of panels, Operation of CNC Drilling Machine, Depinning of card, Making CNC Drill Programme, Editing Programmes, Drill Bit management, Inspection of drilled boards, Plating operation like Electroless plating & Electro Plating of Single Side, Double Side and MLBs. Catering PCBs to all the Projects, Storage R&D PCB & Chemical Lab, making of art work, Engineering works, Circuit printing using Collimated UV Light Exposing machine. Handling Chemical & Mechanical scrubbing machine, operation of Dry Film Laminator & operation, Making SCREEN, Solder coating, Exposing PCBs under UV Lamp, Curing the PCBs and solder mask developing, Legend Marking, Pre-cleaning, Hot Air Levelling and Post Cleaning of PCBs, Final inspection & touch-up work of Single Sided, Double Sided and Multi layer PCBs

, Catering Single sided, Double sided and Mulit layer PCBs to R&D Project Engineers Testing of Finished PCBs for outside agencies, Shop order receiving from planning, execution of shop order, Wiring, degreasing, Rubbing, Acid Pickling, plating of Mechanical fabricated ferrous and non ferrous components as per drawing i.e. VaT (Acid tin plating, alkaline zinc plating, alkaline zinc-nickel plating, alkaline copper plating, bright nickel plating and acid hard gold plating) and Barrel plating (Tin plating and Nickel plating), Chemical analysis, Raising PRs, Lacquering of PCBs & metallic component, Alodine and anodizing of non ferrous component as per drawing, bonder zing of ferrous components, painting and powder coating as per drawing. Recording Final Inspection details and delivery of Finished components. Disposal of chemicals and storage container as per pollution control board norms, periodic maintenance of plating vat, Stacking & Pinning of panels, Operation of CNC Drilling Machine, Depinning of card, Making CNC Drill Programme, Editing Programmes, Drill Bit management, Inspection of drilled boards, Testing of Assembled BOARDS, The incumbent is required to have inclination to installation & commissioning of Telecom and Auxiliary equipment, testing and maintenance of electronic & communication equipment. The job also requires extensive travelling and interaction with customers. He has the caliber to inspect and monitor the project activities including buildings and towers., Able to perform clerical work

# Semi Skilled

Cleaning of separator sheets, Cutting of prepreg and copper foil, making the book for Multilayer Boards. loading and unloading of PCBs, TH assy, Relay assy & meter box assembly, .Repair / Maintenance of lighting, general electrical utilities, Sewage treatment plants, Water pump houses, Substation maintenance, L T panel operation and maintenance, DG set operation and maintenance, UPS / battery bank maintenance, 11 K V switching panels and transformer distribution networks, Repair and maintenance of machinery/equipment's of production / non-production lines, Maintenance of Air Compressors, Water Supply, pneumatic distribution lines, Sewage treatment plants, water supply pump houses, Effluent treatment plants, Lift maintenance, welding works, providing Support to Planning Dept for MCEU Production Urgency.

# Unskilled

Supporting to Sales and Customer support departments, Lab Attendants in R&D. Movement of Testing Equipment's / Peripherals / Chassis in R&D Labs as well as for GM(P and R&D) office, Movement of materials from stores, Trolley movement ,Files movement , For pass out of Materials , Cleaning of machines, Clean up worksites from hazardous or obsolete material ,Assist welders, carpenters, painters or other tradespeople on-site, Handle and transport material and equipment Use power tools and machinery, Follow instructions from supervisors to perform manual labor tasks as well as perform administrative office related work(i.e handling files, cleaning office space, putting circulars & information to notice board etc

ANNEVLIDE IL FINIANCIAL	DID DOCUMENT
ANNEXURE-II FINANCIAL	RID DOCUMENT

ITI LIMITED has worked out the requirement (in Section 'C' of the tender document) to be deployed in its office at ITI Limited, Bangalore Plant,

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The bidders who quote unrealistic rate of service charges i.e.'0'% shall be debarred for further consideration. If the bidders quote percentage with more than two decimal points, then upto two decimal points only be considered without rounding up.

The bidders are required to quote only service/agency charge which represents administrative/ management charges/overheads/other costs.

Signature & Seal of the bidder with date