



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW

Prabandh Nagar, IIM Road
Lucknow 226013

Date: 6th Sep 2021

CORRIGENDUM

Reference to E-tender NIT No. IIML/PUR/Manpower/07/2021-22 dated 17.08.2021 for "Providing Manpower Services at IIM Lucknow".

- **TECHNICAL CORRIGENDUM:**

Please refer to the experience format as per Annexure-B of the NIT. The bidders, who are not able to produce Annexure- B, may submit the following documents in support of their experience:

1. In case of completed contracts, the bidder is required to submit Experience Certificate containing major details as mentioned in Annexure-B irrespective of the date of issuance of certificate.
2. In case of on-going contracts, the bidder is required to submit, work order/ agreement with billing certificate till date of issue of such certificate.

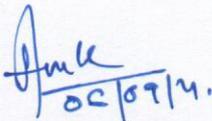
- **EXTENSION FOR LAST DATE OF TENDER SUBMISSION**

The last date of bid submission and opening of technical bids is scheduled as follows:

Last date of Submission of tender	14 th September, 2021 on or before 11:00 AM
Date of opening of Tender	The Tender documents shall be opened on the 15 th September, 2021 at 11:00 AM in the presence of authorized representative of the bidders, if any

All others terms and conditions of tender shall remain unchanged.

This issues with approval of the competent authority.


02/09/21

Administrative Officer
Purchase & Stores

For uploading on CPP and institute website.



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW
Prabandh Nagar, IIM Road, Lucknow – 226 013

E-TENDER NOTICE

**EMPANELMENT OF AGENCY FOR PROVIDING MANPOWER SERVICES
AT IIM LUCKNOW**

NIT NO. IIML/PUR/MANPOWER/07/2021-22

Dated :-17/08/2021

E-tenders are invited for “Empanelment of Agency for providing Manpower Services at IIM Lucknow. A free view NIT is available on Govt. E-Procurement portal i.e. <https://eprocure.gov.in>. Interested vendors/agencies are requested to sign-in (new user sign-in only with DSC) online to obtain user-ID and password using Digital Signature. The tender documents comprise of technical and financial bid. It is requested to download the tender by accepting the terms and conditions. The technical and financial bid duly filled may be uploaded on E-Portal of Govt. site i.e. <http://eprocure.gov.in> using Digital Signature before the last date and time of submission as mentioned above. The credentials as listed ahead shall be uploaded online.

The bids are to be uploaded on <http://eprocure.gov.in> along with supporting documents. The bids shall be signed by a person duly authorized on behalf of the bidder firm.

IMPORTANT DATES

Last date and time for submission of tender	11:00 am Minimum 21 days from date of publication i.e. 07 th September 2021.
Date and time for Opening of Technical bid	03:00 PM next day of last day for submission 08 th September 2021
Pre-bid Meeting: Prospective bidders, interested to participate in the pre-bid meeting, are requested to submit their queries / suggestions 48 hours prior to scheduled pre-bid meeting through email (purchase@iiml.ac.in with subject line “Pre-bid meeting – Manpower services”).	11:00 am: 7 th day from date of publication of tender i.e. 24 th August 2021
Link for attending pre-bid meeting, opening of technical & financial bids	https://meet.google.com/tzj-xyhu-bhz
Estimated Annual Tender Value	Rs. 2,15,00,000/- It may be noted that this is estimated tender value and actual billing may increase or decrease depending upon the requirement of the IIM Lucknow.
Earnest Money Deposit (EMD)	NIL However, bidders are required to submit filled, signed & stamped Bid-Security Declaration (Annexure-D)

GUIDELINES FOR BIDDERS

1. Indian Institute of Management Lucknow, an autonomous body, set up by the Ministry of Human Resources Development, Government of India, having its office at Prabandh Nagar, IIM Road, Lucknow-226013 invites offers in prescribed BOQ from reputed firms with the specified specification in enclosed proforma.
2. Institute invites the bids in two bid system i.e. Technical and Financial for “Empanelment of Agency for providing Manpower Services at IIM Lucknow.
3. The “Technical Bid” should consist of the ‘Filled & Singed Form – Technical Bid and supporting documents pertaining to technical eligibility of the bidder.
4. Financial-Bid: The bidder shall quote the commission to be charged on the wages and employer share of ESI & EPF. The rates quoted by the bidder must NOT be disclosed in the technical bids and shall only be filled in the BoQ/Financial Bid provided separately along with this NIT in MS-Excel format. Disclosure of rates in Technical Bid will result in technical disqualification of the bid.

ELIGIBILITY CRITERIA:

IIM, Lucknow has laid down certain basic Eligibility Criteria for the bidders, who want to participate in the tendering process. To technically qualify, the bidders must fulfill the under mentioned criteria:

1. The bidder should be a reputed and registered Company/Firm/Society/ Agency (Enclose the registration certificate)
2. The bidder must have at least 3 years of experience in providing various categories of Manpower to known Educational/Scientific Institutions, Government Organizations or PSUs as on last date for submission of bids. (Details of clients to be provided in **Annexure-A** and experience certificate as per **Annexure-B** to be issued after issue of this tender and before last date of submission of this tender)
As far as contract value is concerned, the bidder must meet one of the conditions in last 3 years:
 - a. One contract with annual contract value of Rs. 1,72,00,000/-
 - b. Two contracts with annual contract value of Rs. 1,29,00,000/- each
 - c. Three contracts with annual contract value of Rs. 86,00,000/- each
3. The bidder must have a minimum average annual turnover of Rs.86,00,000/- (Rupees Eighty Six Lacs only) for similar services provided during last three years (2017-18, 2018-19 and 2019-20 **OR** 2018-19, 2019-20 and 2020-21), along with relevant Certificates. (Please enclose audited Balance-sheet or certificate from the Chartered Accountant)
4. The bidder should be registered with all statutory bodies as per laid down rules of the Government and should be in possession of valid Labour License and registration with EPF and ESI (Enclose Certificates as applicable).
5. The bidder should have valid and active Registration with GST and Income Tax Dept. (Enclose GST Registration certificate with screen shot showing that the registration is active and PAN card)
6. Undertaking stating that the Service Provider has never been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector at any point of time. (Enclose filled, signed & stamped **Annexure-C**)
7. The bidders are required to submit Bid Security Declaration Form (**Annexure-D**) in stead of Earnest Money Deposit (EMD).
8. The bidders are required to fill, sign & stamp the form ‘Technical-Bid’ and its enclosures and attach the documents mentioned in it sequence-wise.

CONDITIONS RELATED SUBMISSION AND EVALUATION OF BIDS:

1. In the Financial Bid, the bidder is required to quote the percentage of service charge on minimum wages + employer share of ESI & EPF. Bidders shall quote the service charge in ‘Financial Bid’ (Excel sheet). Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over-writings are permissible. **The**

bidder must NOT disclose the rates / percentage of service charge in the technical bid. Doing this will result in technical disqualification. The service charge shall only be quoted in the BOQ (Excel file) provided separately with this tender document on eProcurement Portal and after filling the same, the excel file shall be uploaded on eProcurement portal under Financial Bid part.

2. IIM, Lucknow reserves the right to reject unreasonable and unviable rates.
3. Technical Bids or Financial Bids, which are incomplete in terms of Certificates/Documents etc., are liable to be rejected.
4. Indian Institute of Management Lucknow will determine the substantial responsiveness of each bid with reference to bid terms and conditions. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without material deviations.
5. Indian Institute of Management Lucknow determination of bidder's responsiveness will be on the basis of contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and may not substantially be made responsive by the bidder by correction of the non-conformity. All decisions by IIML on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.
6. The bids will be first evaluated on the parameters indicated in QR/ Technical. Financial bids of such agencies/bidders, who are declared to be technically qualified shall be opened. The Letter of Award shall be issued to technically and commercially responsive lowest evaluated bidder.
7. In case the lowest service charge is quoted by more than one bidder, annual turnover of such bidders will be compared and bidder with highest annual turnover for Financial Year 2019-20 will be declared as the Lowest Bidder (L1).
8. Conditional bids shall not be considered and will be rejected out rightly at the very first instance.

GENERAL TERMS & CONDITIONS

1. All statutory requirements/obligations like licenses, state approvals, NOCs, Tax payments, etc., will be the responsibility of the contractor. The contract will be initially **valid for one year, which can be extended for a further period of two years (yearly basis) on mutual consent and on the same terms & conditions**
2. The contract may be terminated on the circumstances indicated below:
 - a. Either party can terminate the agreement by giving three months' notice to IIML.
 - b. If the contractor fails, or if neglects to render any of the said services to the satisfaction of IIM Lucknow or if the contractor commits any breach of any obligations hereunder this agreement, the agreement / contract can be terminated by IIM Lucknow without any notice to the Contractor. IIM Lucknow will be free to hire any other contractor at the RISK and COST of the Contractor/ Agency. In this scenario, the security deposit of the contractor can also be forfeited.
 - c. If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any affairs of its properties and assets.
3. The Bidder should carefully read and understand before filling in and submitting the bid. No claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.
4. Institute has tentative (initial) requirement of 72 numbers of persons in various categories. However, the number may be increased or decreased as per requirement of the Institute. Before sending the manpower for assessment at IIM Lucknow, the bidder will be required to send their bio-data to IIM Lucknow and if the same is acceptable to IIM Lucknow, the bidder will be required to send the manpower to IIM Lucknow for assessment of the manpower's suitability for the job for which no payment will be made by IIM Lucknow. If the same are found to be suitable then only, the contractor / bidder shall depute him/her. In case the manpower provided by the bidder/ contractor is not acceptable to Manpower Section / IIM Lucknow, the contractor has to provide alternative within 3 days.

5. The successful bidder, who would be awarded the contract, would be responsible for providing the Non-judicial Stamp Paper of Rs.100 for execution of the Agreement within (15) Fifteen days from the issue of Work Order. Any delay, may render the Work Order null and void.
6. All statutory duties may be clearly specified. The services charge quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall cause forfeiture of the EMD/Security Deposit.
7. If firm quotes NIL charges/ consideration, the Bid shall be treated as unresponsive and will not be considered
8. No bidder to contact IIM Lucknow on any matter relating to its bid, from time of opening of bids till the contract is awarded.
9. Any efforts by the bidder to influence any IIM Lucknow Official regarding the tendering process may result in rejection of bid.
10. IIM Lucknow reserves the right either to accept or reject any or all the tenders at any time prior to award of contract, without citing any reasons.
11. The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Worker (Regulation and Abolition) Act, 1970 and Contract Worker (Regulation and Abolition) Central Rules, 1971.
12. The bidders, who are given the **Work Order**, will start their operation the date specified in the **work order**, consequent to signing of agreement with IIM, Lucknow and submission of the Security Deposit (10% of the Estimated Tender Value).
13. During the continuance of the agreement, the contractor shall, at his/her cost, employ, pay for such number of staff to provide specified services at IIM Lucknow and shall be solely responsible for the payment of all salaries, remuneration and/or other dues or other emoluments, whatsoever to which such staff are or will be entitled or otherwise under any law for the time being in force or which may come in force during the period of the Contract.
14. The contractor shall not employ any of his/her blood relation in the IIM premises for said work.
15. The staff employed by the contractor for rendering the services as specified in the contract/agreement will be the employees of the contractor and will be on his/her pay-roll, and shall receive instructions from the contractor for their duties to be carried out by them and for the effective discharge of aforesaid duties and for the obligation to the contract.
16. The contractor shall provide **identity cards** to the staff employed by him/her, which his employees shall wear while on duty or shall be produced on demand by the authority of the Institute designated for this purpose.
17. That the contractor shall disburse the wages of employees, employed by him/her and deputed in the Institute on or before every 7th day of the month. Wages are subject to change as per Govt. notification issued from time to time. Service charges of the contractor will also change accordingly. The disbursement of wages shall not be subject to release of payment by the IIM Lucknow i.e. the successful bidder / contract can not delay the disbursement of wages on account of non-receipt of payment of the previous month from IIM Lucknow. **In case of delay in disbursement of wages beyond the date specified for disbursement of wages, a penalty of Rs.200/- per day per worker employed will be levied on the contractor.**
18. The contractor shall provide necessary **insurance cover** in respect of the staff and other personnel employed or engaged by him/her. The cost for this insurance shall be borne by the contractor. The contractor must be registered with **EPF and ESI**. The employer's contribution of PF and ESI will be reimbursed on month-to-month basis on production of voucher along with receipt and list of beneficiaries indicating their code number. He/she shall also comply with the provisions of Worker Law/Act, Contract Worker (Regulation and Abolition) Act, **Employees State Insurance Act, Workman's Compensation Act, Payment of Wages Act, the Employees Provident Fund (and Family Pension Fund) Act, 1952** and all other Worker laws for the time being in force or may come in force during the contract/period.
19. It is primary responsibility of the contractor to ensure compliance of all Central/State/Local Bodies Statutory requirements covered under all the relevant Acts/Regulations/Rules. He /She shall keep the IIM Lucknow indemnified from the provisions of these Acts and Regulations, and omission, fault, breaches and/or any claims, demands, loss, injury and expenses to which the Institute may be put or

- involved as a result of the contractor's failure to fulfill any of the above obligations and/or under the said Acts, enactments, rules and regulations framed there under and/or status and/or any bylaws or rules any of them, IIM Lucknow shall be entitled to recover, any of such losses or expenses, which it may have to suffer or incur on account of such claims, demands, losses or injury, from the contractor's monthly payment or from the security deposits without prejudice to its any other right under law.
20. While the workers of the contractor perform their duties (Scope of Work), it is to be ensured by contractor that no damage to any immovable or movable property is inflicted. That the contractor shall be responsible for any loss or damage to the properties of IIM, Lucknow caused by any of the contractor's employees, or staff by theft or otherwise and for that the contractor shall reimburse to IIM, Lucknow the value of such property plus 10% service charges on demand in this behalf.
 21. The contractor shall not engage any worker beyond the working hours prescribed in the relevant Worker laws applicable from time to time **for all category of workers (Unskilled, Semi-skilled, Skilled and Highly-skilled).**
 22. Workers/ workers deputed by the contractor has to mark attendance (in & out) on biometric machine installed at main gate daily. If any Worker is found absent without any valid reason/ prior permission of the concerned officer for six days continuously, s/he should be replaced by the contractor.
 23. The Worker/worker deputed by the contractor shall not be allowed to stay inside the campus beyond specified working hours. In case they are required beyond the specified working hours, the concerned officer of the Institute will intimate the same to Contractor in advance.
 24. All the workers deployed by the contractor must be covered under ESI and EPF from the day one and they must be provided the ESI and EFP card/ registration papers with a copy to the concerned officer of the Institute.
 25. In case the IIML is being made party to any litigation by the employee of the manpower agency for any reason whatsoever, the manpower agency shall bear/ indemnify any cost incurred by the IIML.
 26. The Service provider shall maintain all statutory Registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of IIML or any other authority under law.
 27. The Service Provider's personnel shall not have any right to claim any Benefit/ compensation/ absorption/regularization of services with the IIML under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office. Conditional bids shall not be considered and will be rejected out rightly at the very first instance.
 28. IIM Lucknow will only be responsible for release of payment to the successful bidder within 30 days from date of submission of valid invoice with enclosures such as bank statement showing debit of wages paid to deployed manpower, ECR and challan for deposit of ESI and EFP and Challan for deposit of GST. The invoice shall contain the following components:
 - a) Wages for the respective category declared by Central Labour Commissioner from time to time.
 - b) Employer Share of ESI, wherever applicable (Employee-wise for manpower deputed at IIM Lucknow)
 - c) Employer share of EPF (as per limits prescribed) (Employee-wise for manpower deputed at IIM Lucknow)
 - d) Service charge quoted by the bidder on (a)+(b)+(c)
 - e) GST on (a) to (d)For processing of payment, it will be mandatory that the services provided by the successful bidder are found to be satisfactory by the Officer In-charge, Manpower Section, IIM Lucknow. Any other change(s), whatsoever related to manpower provided by the contractor / successful bidder shall be borne by contractor/ successful bidder. IIM Lucknow will not be responsible for any other payment, whatsoever.
 29. **Performance Security Deposit:** On issue of the work order, the contractor shall submit the Performance Security Deposit for an amount equivalent to **10% of Estimated Annual Tender Value** in the form of **Demand draft / Fixed Deposit Receipt / Performance Bank Guarantee** from any scheduled bank in favour of 'Indian Institute of Management Lucknow' payable at Lucknow. In case

of FD/PBG, the validity of the Instrument shall for a period of 3 years and 60 days. This Security Deposit may, at the option of the IIM Lucknow be forfeited in the event of the contractor's failure to fulfill any of the obligations under the contract / agreement. The security deposit shall be refunded by IIM Lucknow to the contractor after 60 days of the expiry or termination of the contract. The security deposit shall not carry any interest. It is distinctly understood that the IIM Lucknow shall be entitled to appropriate all dues and/or expenses that will be due and payable by the contractor to IIM Lucknow under the items hereof, and/or result of IIM Lucknow suffering or incurring any damages and/or extra expenses by employing any services to IIM Lucknow consequent to the failure of the contractor to discharge the said services and/or any part or parts thereof to the satisfaction of IIM Lucknow without prejudice to its right against the contractor for damages under the Law, and that shall be recovered from contractor's monthly bill and/or security deposits.

30. No other costs, charges, wages, dues and compensation whatsoever to staff, employees or other persons employed by the contractor shall be payable by IIM Lucknow or shall be claimed by the contractor from IIM Lucknow for the services rendered or to be rendered under the agreement with the contractor in the IIM, Lucknow over and above the said contractual payment.
31. That irrespective of any contrary provisions herein contained this contract may further be renewed after one year at the option of IIM, Lucknow for a period mentioned above or less on the same terms and conditions as herein contained and on the exercise of such option by the IIM, Lucknow. The contractor shall immediately enter into a renewed agreement with IIM Lucknow in writing.
32. That the rights hereunder and/or this contract cannot be assigned or otherwise transferred by the contractor to any person or persons, firm or company, or corporation whatsoever without the written and prior approval of IIM Lucknow.

33. **CONCILIATION/ ARBITRATION**

- a. If any dispute(s) or difference(s) of any kind whatsoever arises between the Parties, the parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Director, IIML.
- b. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences detailed above shall be referred to and settled as per Arbitration & Conciliation Act.
- c. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the empanelled agency shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the empanelled agency shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- d. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- e. The venue of the arbitration shall be Lucknow jurisdiction. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- f. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceedings.

34. **APPLICABLE LAW AND JURISDICTION**

- a. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Lucknow.
- b. No alternative offer shall be considered.
- c. IIML reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of IIML action.
- d. IIML reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring

any liability.

35. **FORCE MAJEURE**

- a. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- b. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely IIML and the Empanelled agency.
- c. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, IIML shall have the option of canceling this contract in whole or part at its discretion without any liability on its part.
- d. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

36. **ON AWARD OF CONTRACT TO THE SUCCESSFUL BIDDER:** The successful bidder will be required the following actions on issue of Letter of Intent cum work order (LOI), failing which the contract may be terminated , EMD / Security Deposit may be forfeited, bidder may be blacklisted and the contract may be awarded to L2 (Bidder quoting 2nd lowest service charge):

- a. The successful bidder will be required to accept the LOI cum work order within 3 days from date of issue of LOI.
- b. Submission of Performance Security Deposit within 15 days from the date of issue of the letter. The Security Deposit may be in the form Performance Bank Guarantee (PBG), FDR or Demand Draft in favour of "Indian Institute of Management Lucknow" payable at Lucknow. In case of FDR/PBG, the validity period shall be minimum 38 months from date of start of providing services.
- c. You are required to submit signed agreement on non-judicial stamp paper of Rs.100/- within 15 days from date of issue of the letter of intent.
- d. You will be required to provide the details of manpower to be deployed such as name, gender, date of birth, aadhar number, PF & ESI number, Educational qualification, DL number (wherever applicable), Experience etc within 15 days from the date of issue of LOI. The bidder will also be required to fix a date (within 15 days) for a meeting of all manpower with the Manpower Deptt, IIM Lucknow. After going through the details of the manpower based on interaction with them, the Manpower Deptt, IIM Lucknow will decide the suitability of the manpower with respect to their deployment at IIM Lucknow. The decision taken by IIM Lucknow with regard the manpower to be deployed at IIM Lucknow shall be final & binding on the contractor. In case, the manpower, for which details are provided to IIM Lucknow for deployment at IIM Lucknow, is not acceptable to IIM Lucknow, the replacement with similar qualification & experience shall be provided within 3 days of rejection.

CONDITIONS OF CONTRACT

1. The service provider shall not assign, transfer, pledge or sub-contract the services without prior written consent of this office.
2. All manpower provided by the agency should be qualified and skilled in performing assigned duties.
3. The agency should ensure that person deployed should be of good character and antecedents.
4. The service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill to enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
5. The Institute may require the service provider to remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.
6. The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
7. IIM Lucknow shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers.
8. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.
9. That the persons deputed shall not be below the age of 18 years and shall not be more than 55 years at the time of deployment and cannot continue beyond 60 years. They shall not interfere with the duties of the employees of the Department.
10. The service provider's person shall not claim any benefit/ compensation/ absorption/ regularization of services in this office under the provision of Industrial Disputes Act, 1947 and Contract Worker (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.
11. The person deployed shall not claim any Master & Servant relationship against this Institute.
12. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, smoking, loitering without work.
13. The service provider shall engage the necessary person as required by our office from time to time. The said person engaged by the service provider shall be employee of the service provider and it shall be the duty of the service provider to pay their salary every month in time by the service provider. There is no Master & Servant relationship between the employees of the service provider and this Institute further that the said person(s) of the service provider shall not claim any benefit. The service provider should not stop the payment of salary on account of delays not attributed to the engaged persons.
14. The transportation, food, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider. This shall include payment of PF, ESI, and GST and deduction of TDS etc.

However, payments in respect of PF, ESI etc. or any such other statutory requirements to the successful empanelled agencies shall be made subject to furnishing of proof of such payments to the concerned authorities indicating the PF No., ESI No. etc. of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bills should be for reimbursement of the actual amount to the service rendered by the service provider. The service provider shall provide ESI card to the outsourced employees.

15. Working hours will be 8 ½ hours between 9.00 A.M. and 5.30 P.M. including half an hour lunch break normally from 1.00 p.m. to 1.30 p.m.
16. Monday to Saturday will be working day for personnel, however, they may be called on beyond office hours and on holidays /Sundays, in the interest of IIML, if required.
17. The personnel may be initially deployed for a period of 06 months and if their performance is satisfactory, they may be redeployed.
18. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.
19. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
20. If for any reason the personnel deployed by the service provider proceeds on absence, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceeds 5 days or even earlier, in case the agency fails to provide substitute beyond five days liquidated damage @ Rs. 500 per day shall be charged.
21. The service provider shall make payment for the outsourced employees through cheque / ECS within time as per rules.
22. In case outsourced employee is absent a prorata deduction shall be made from his pay assuming a month of 30 days.
23. Payments to the service provider would be strictly on certification by the office with which he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
24. The service provider shall be contactable at all times and message(s) sent by E-mail/Phone/SMS from the Institute to the service provider shall be acknowledged immediately on receipt on the same day.
25. The service provider shall provide the manpower within a week from the date of receipt of the requirement.
26. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
27. **Revision of wages:** In case of revision in minimum wages, in writing, by Government of India/Ministry of Labour and Employment, Government of India, the corresponding revised rates shall be payable by the IIML after the approval of Competent Authority in the Institute. The minimum wage should be in conformity with the latest minimum wages notified by Ministry of Labor & Employment, Government of India.

TECHNICAL BID**EMPANELMENT OF AGENCY FOR PROVIDING MANPOWER SERVICES AT IIM LUCKNOW****(To be filled by bidders with supporting documents)**

Sl. No.	General particulars of the Agency	Details to be filled up by the Bidder
1.	Name of Firm	
2.	Regd. Address	
3.	Address of the firm	
4.	Year of Establishment of the firm	
5.	Contact Person's	
	a. Name & Designation	
	b. Tel. No. Landline	
	c. Email ID	
	d. Mobile	
	e. Fax	
6.	Type of Firm: Private Ltd./Public Ltd./Cooperative etc.(Please enclose copy of Memorandum/Articles of Association / Certificate of Incorporation	
7	GST number of the Bidder	
8	Permanent Account Number (PAN) of the bidder	
10	Provident Fund Registration Number of the Bidder	
11	Employees State Insurance (ESI) Number of the Bidder	
12	Registration Number of the Bidder under Contract Worker (Regulation & Abolition) Act, 1970 Act.	

Supporting documents to be submitted / uploaded by bidders:

Sr. No	PARTICULARS	DESCRIPTION (Attach relevant documents)	Mention page number for easy reference
1.	The firm/agency should have active registration with GST (G.S.T Reg. No.) Department	Yes/No (Attach copy of certificate and screenshot showing present status of GST registration i.e. Active GST registration)	
2.	The firm/agency should have PAN No. / TAN No. against their name	Yes/No (Attach copy of PAN card)	
3.	The firm/agency must have Provident Fund Account No. (P.F Reg. No.)in their name	Yes/No (Attach copy of certificate)	
4.	The firm/agency must be registered under Contract Worker (Regulation & Abolition) Act, 1970 Act.	Yes/No (Attach copy of certificate)	
5.	The firm/agency must have ESI No. (ESI Reg. No) in their name.	Yes/No (Attach copy of certificate)	
6.	The bidder should have at least 3 years' (from the last date from submission of bids) experience in providing manpower services - various types of manpower) with Government organization including PSUs & Autonomous bodies	Yes/No If yes, provide details in Annexure-A and enclosed supporting certificates as Annexure-B)	
7.	Average Annual Turnover of the following three years shall not be less than 86 lakhs per annum: 2017-18, 2018-19 and 2019-20 OR 2018-19, 2019-20 and 2020-21	Yes/No (Copy of CA certificate / Balance sheet & ITR)	
8.	Undertaking stating that the bidder has never been black listed by any Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector	Yes/No (Attach filled & signed Annexure-C)	
9	Bid Security Declaration The bidder are required to submit Bid Security Declaration instead of Earnest Money Deposit (EMD).	Yes / No (Attach Filled, signed & stamped Bid Security Declaration Annexure-D)	
9.	The firm/agency should be signed tender copy (each page of tender documents must be signed and stamp by the authorized person)	Yes/No (Copy of balance sheet & ITR attached)	

I/we hereby declare that the information provided above are true and complete and the documents enclosed with this Technical Bid / against this NIT are genuine and as per requirement of this NIT. I / We understand that in case any information provided against this NIT or any document enclosed as supporting document is found to be false (partly or fully) or any document.

Signature of the bidder with stamp _

**DETAILS OF EXPERIENCE OF THE BIDDER
(Last 3 years)**

The bidder must have at least 3 years of experience in providing various categories of Manpower to known Educational/Scientific Institutions, Government Organizations or PSUs as on last date for submission of bids. (Details of clients to be provided in **Annexure-A** and experience certificate as per **Annexure-B** to be issued after issue of this tender and before last date of submission of this tender)

As far as contract value is concerned, the bidder must meet one of the following conditions in last 3 years:

- d. One contract with annual contract value of Rs. 1,72,00,000/-
- e. Two contracts with annual contract value of Rs. 1,29,00,000/- each
- f. Three contracts with annual contract value of Rs. 86,00,000/- each

Please provide list of completed/ongoing contracts related to supply of various types of manpower in last three years from the last date of submission of bids:

Sl. No.	Description of Work	Location of Site	Value of Work (In Rs.)	Name of the Organization with contact number & email id	Enclose experience certificate as per format provided in Annexure-B (yes / no)
1.					Page No.
2.					Page No.
3.					Page No.
4.					Page No.
5.					Page No.
6.					Page No.
7.					Page No.

The details and attachments provided above shall meet the experience condition of the tender i.e. 3 years experience (one contract – completed or on going shall be older than 3 years as on last date for submission of bids AND the condition for value of contract (s) shall meet.

SIGNATURE OF BIDDER WITH SEAL

Format for submitting the Experience Certificate signed by the clients (s) of the bidder

(This certificate should have been issued after date of issue of this tender document and before the last date for submission of tender.)

Experience Certificate

The following are certificated:

1. M/s _____ (Name of bidder) has provided manpower services to this organization for a period of ____ years & _____ months i.e. from _____ to _____.
2. During the above period, the average approximate annual billing of M/s _____ (Name of Bidder) was Rs. _____ (Rupees _____)
3. During the above, the services provided by M/s _____ (Name of bidder) is found to be satisfactory/good/ excellent.
4. This certificate is issued based on request submitted by M/s _____ (Name of the bidder) and the undersigned is authorized to issue this certificate on behalf of _____ (Name of the client of the bidder).

Signature_____

Stamp with name & designation_____

Date:_____

**(ON LETTER HEAD OF THE BIDDER)
UNDERTAKING**

With respect my/our bid submitted against NIT No. _____ dated _____, I / We _____ Partner / Sole Proprietor (Strike out which is not applicable) of (Name & Address of Firm) _____ to hereby declare and solemnly affirm:-

- a) That the individual/ firm/ Agency is /are not debarred or black-listed by any department of the Union Govt./State Government or any Autonomous Institute.
- b) That no partner or shareholder, directly or indirectly connected with the applicant has been debarred or blacklisted by any department of Union Govt./State Govt. or Autonomous Institute.
- d) That the terms and conditions for FMS at IIML is acceptable to me/ us. I/We will abide by them in Letter and spirit.
- e) That I/ We will provide Total Facility Management Services in the stipulated period.
- f) That no partner or shareholder, directly or indirectly is connected/related to any employee working in the IIM Lucknow.

I/ We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed therein. We understand that in case the information provided by us found to be false/ incomplete at any stage, our bid / empanelment will be liable to be cancelled / terminated and attract appropriate action.

Date: _____
Place: _____

STAMP & SIGNATURE OF THE BIDDER

Bid Security Declaration Form
<on the Letterhead of the Bidder>

To,

<Date>

The Chief Administrative Officer (CAO),
Indian Institute of Management Lucknow

Dear Sir,

I/We, the undersigned declare that: I/We understand that bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with IIML for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity:

(i) fail or refuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.

c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

(i) the receipt of your notification of the name of the successful Bidder; or

(ii) thirty days after the expiration of the validity of my/our Bid.

Date: _____

Place: _____

STAMP & SIGNATURE OF THE BIDDER



INDIAN INSTITUTE OF MANAGEMENT LUCKNOW
Prabandh Nagar, IIM Road, Lucknow – 226 013

NIT NO. IIML/PUR/MANPOWER/07/2021-22

Dated :-17/08/2021

FINANCIAL BID

(This is sample Financial Bid. For quoting rate Financial Bid/ BoQ in Excel file format has been provided separately. Please use excel sheet to upload and bidders must NOT disclose rates in Technical Bid. Disclosing service charge along with technical bid will result in cancellation of the tender)

<u>Sr.No.</u>	<u>Description</u>	<u>Rate</u>
<u>1.</u>	Wages	Rate as per govt. norms
<u>2.</u>	EPF Employer Share	Rate as per govt. norms
<u>3.</u>	ESI Employer Share	Rate as per govt. norms
<u>4.</u>	Total (1+2+3)	
<u>5.</u>	Percentage of Service Charge on Sr. No. 04
<u>6.</u>	GST as applicable extra on total of Sr. 4 and 5.	Rate as per govt. norms

The bidders are requested to quote only % of Service charges

Signature with Stamp _____

Date _____

Full Name _____

Address _____
