

Tender  
for  
Supply of Manpower  
at

Indian Institute of Information  
Technology Lucknow(IIITL)

NIT No. : IIITL/Tender/Manpower/2020-21  
NIT Issue Date : 28 April, 2020  
Pre-Bid Meeting : 10 May 2020 at 03:00 PM  
Last Date of Bid Submission : 21 May 2020 at 11:00 AM



Indian Institute of Information Technology  
C.G City, Lucknow-226002 (UP) India  
Email: [dr@iiitl.ac.in](mailto:dr@iiitl.ac.in)  
Website: [www.iiitl.ac.in](http://www.iiitl.ac.in)

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## SECTION - I NOTICE INVITING TENDER

No. IIITL/Tender/Manpower/2020-21

Dated: 28.04.2020

Sealed Bids are invited under Two Bid systems (Part- I: Technical Bid and Part –II: Price Bid) from eligible Manpower providing agencies meeting the eligibility criteria as mentioned in section III (Evaluation of Technical Bids) of this Tender Document. Such Manpower providing Agencies must be holding valid licenses under Contract Labour (Regulation & Abolition) Act, 1970 and must be registered with EPFO, ESIC, and Goods & Service Tax (GST) as well as Income Tax Dept.

Tender document can be downloaded from our Central Public Procurement Portal(CPPP) <https://eprocure.gov.in/epublish/app> and Institute Website [www.iiitl.ac.in](http://www.iiitl.ac.in).

1.	<b>Place of Work/ Service Provision</b>	IIIT-Lucknow Campus, Chak Ganjaria (C.G City), Lucknow -226002.
2.	<b>Tender Processing Fee</b>	Tender Processing Fee of <b>Rs. 2360 (Two Thousand Three Hundred Sixty Only inclusive of GST @ 18%)</b> is non-refundable and shall be submitted in the form of <b>Demand Draft issued by a Nationalized/Scheduled Bank, favoring "IIIT Lucknow, General Account" payable at "Lucknow"</b> .
3.	<b>Earnest Money</b>	Earnest Money Deposit (EMD) of <b>Rs. 36000/- (Rupees Thirty-Six Thousand Only)</b> is refundable and shall be submitted in the form of <b>Demand Draft issued by a Nationalized/Scheduled Bank, favoring "IIIT Lucknow, General Account" payable at "Lucknow" or FDR/Bank Guarantee in the favour of IIIT Lucknow. (Those bidders who are registered under NSIC/MSME are exempted from submission of EMD).</b>
Both the Demand Drafts i.e. Tender Processing Fee and E.M.D. shall be put in a separate sealed envelope super scribed as Tender Processing Fee and E.M.D. and put in the envelope containing Technical Bid. <b>Bids submitted without Tender Processing Fee and E. M. D. are liable to be rejected.</b>		
<b>Address of Bid Submission</b>		Deputy Registrar, IIIT-Lucknow Chak Ganjaria (C.G City), Lucknow -226002 U.P. India
4.	<b>Starting Date &amp; Time of Bid Submission</b>	28/04/2020 after 02:00 P.M.
5.	<b>Pre-Bid Meeting Date</b>	10/05/2020 at 03:00 P.M. If there is any extension in the period of lockdown after 3 <sup>rd</sup> May due to COVID-19, then the bidders may submit their queries through email: <a href="mailto:dr@iiitl.ac.in">dr@iiitl.ac.in</a> before 10/05/2020. No query shall be entertained after 10/05/2020 (03:00 P.M)

7.	<b>Closing Date &amp; Time of Bid submission</b>	21/ 05/2020 till 11:00 A.M. (Bids submitted after this time shall be declared as late and hence rejected)
8.	<b>Date &amp; Time of Technical Bid opening</b>	22/ 05/2020 at 03:00 P.M.
9.	<b>Venue of Technical Bid Opening</b>	IIIT Lucknow, Chak Ganjaria (C.G City), Lucknow-226002
10.	<b>Estimated tender value</b>	Rs. 18 Lakhs approx.
11.	<b>Duration of Contract</b>	One Year from the date of issue of work-order <b>(Subject to condition mentioned in Section IV-A.2)</b>
12.	<b>Schedule of Opening of Price/Financial Bids</b>	Schedule for opening of Price/Financial Bid will be notified only to the bidders qualifying the Technical Bid. Presence of the bidder or his/her authorized representative at the time of opening of the Price/Financial bid is highly preferable.

**Sd/-  
Deputy Registrar  
IIIT Lucknow**

## SECTION - II

### SCOPE OF WORK:

- In brief the job function is to supply qualified and suitable manpower for day to day work in IIIT LUCKNOW. The persons to be provided should be acceptable and meet the requirements as approved by the Institute. Only such persons as are approved by the Institute will be provided. The estimated requirement of manpower under different categories as provided in the Minimum Wages Act as applicable such as unskilled, semi-skilled and skilled is 05. The number of manpower may be increased or reduced during the tenure of the contract. The Institute through its authorized representative, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.

### B. REQUIREMENT OF MANPOWER:

#### SCHEDULE-A

Sl. No.	Description	Qualification	Department/Section	Approximate Number
1	<b>Skilled*</b>	Graduate in any discipline. Good Knowledge of Computer (MS Office, Word, Excel & Power Point) with at least six months computer training certificate from certified/ registered Institutes.  <b>OR</b> Degree/Diploma in appropriate discipline with at least six months experience in any organization.	For various department/ sections	05
2	<b>Semi-Skilled*</b>	Intermediate or equivalent with relevant skill/training supported by certificate.		
3	<b>Unskilled*</b>	High school or equivalent		
<b>TOTAL</b>				<b>05</b>

\* The qualification mentioned above are indicative and the same may be modified by the Institute mapping it to skill requirement acquired through proven work experience to be defined and decided in individual specific cases. In all other cases, the qualification requirement shall be as mentioned above.

The Institute may require staff under any specific category not listed in this document, and the outsourced agency will be required to supply manpower accordingly. The terms & conditions including qualification requirements and payment terms will be decided mutually between the Institute and the Agency.

#### **DEPLOYMENT OF WORKERS, SUPERVISION OF WORK, AND PERFORMANCE:**

1. The present normal working timings are from 09:30 am to 06:00 pm (timings may be different for Lab/Workshop), with half an hour lunch recess from 1:00 pm to 1:30 p.m. with week holidays on Saturday & Sundays and wherever required staggered duty/shift duty/night duty for 8 hours shift will be adopted. The service of the workers may be required on all days in a month irrespective of holidays and they should be prepared to work in shifts as may be required.
2. The manpower deployed by the service provider may be allowed only one weekly rest irrespective of number of the holidays observed by the Institute. For addition, the closed holidays normally cover Republic Day, Independence Day, and Mahatma Gandhi's Birthday.
3. The Service Provider has to ensure proper attendance and proper weekly off of the manpower deployed. The Service Provider shall be fully responsible for providing weekly off, National holidays etc., to the manpower deployed.
4. As and when any of the manpower comes late or proceeds on leave or absents himself/herself, it will be the responsibility of the Service Provider to provide a suitable substitute. The Service Provider shall provide replacement of personnel, in case of absenteeism, casual/sick leave, etc., so as to ensure full staff at all time. In case of absence/leave by any particular person, the Service Provider shall make alternate arrangement immediately failing which a penalty which may extend up to wages at double the rates may be deducted per day per person of absence.
5. The services of manpower of the Service Provider should be made available on all days on six-day week basis irrespective of holidays and on Sundays, if required.
6. **Qualification:** The manpower engaged by the Service Provider should have minimum qualification as specified for each category.
7. **Verification of character and antecedents:** The persons deployed for work should not be involved in any police case. Police verification certificate for the persons deployed for work has to be submitted by the Service Provider. A verification report in respect of all the personnel of Service Provider from the concerned police

station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of IIIT LUCKNOW. Any changes should be informed immediately.

- 8. Medical Examination:** The personnel deployed shall undergo medical examination at the expense of the Service Provider to ensure that they are free from any communicable diseases and medical examination certificate to be furnished as and when called for by the Institute.
- 9.** The workers should maintain highest discipline and behave politely with the faculty, staff, students and guests. They should not argue with anyone. The persons deployed by the Service Provider should be reliable, trust worthy, alert and efficient.
- 10.** The workers should maintain personal hygiene and wear prescribed uniform (wherever applicable) while on duty.
- 11.** If in the opinion of the Institute authorities, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced immediately. In case of any complaint or any unusual behavior of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute.
- 12.** The Service Provider or his representative should approach the Administration Section, if he needs any instructions.

## SECTION III

### INSTRUCTIONS TO TENDERERS/BIDDERS

*Failure to comply with any of the instructions laid down herein renders the bid invalid. All the enclosures/documents as sought will have to be submitted along with Part-I or Part-II of the bid. Enclosure/document not submitted along with Part-I or Part-II of the bid will not be accepted later.*

1. **Submission of Bid:** Bid should be submitted in two parts viz., Part-I (Technical Bid) and Part-II (Financial Bid).
2. **Part-I Technical Bid** should contain **ANNEXURE-I (CHECKLIST), ANNEXURE-II, ANNEXURE-III, ANNEXURE-IV, ANNEXURE-V, ANNEXURE-V-A, ANNEXURE-VI (A&B) and ANNEXURE-VII.**
3. **Part-II- Financial Bid** must be submitted in the format as per **ANNEXURE-VIII** and **ANNEXURE-IX.**
4. **Tender processing fee:** Tender Processing Fee of **Rs. 2360 (Two Thousand Three Hundred Sixty Only inclusive of GST @ 18%)** is non-refundable and shall be submitted in the form of **Demand Draft issued by a Nationalized/Scheduled Bank, favoring "IIIT Lucknow, General Account" payable at "Lucknow"** and submitted along with the Bid. **"No other form of remittance of fee will be accepted"**. Bid not accompanied by processing fee stands automatically rejected.
5. **EMD:** Earnest Money Deposit (EMD) of **Rs. 36,000/- (Rupees Thirty-Six Thousand Only)** is refundable and shall be submitted in the form of **Demand Draft issued by a Nationalized/Scheduled Bank, favoring "IIIT Lucknow, General Account" payable at "Lucknow" or FDR/Bank Guarantee** in the favour of IIIT Lucknow. **(Those bidders who are registered under NSIC/MSME are exempted from submission of EMD.** EMD in any other form will not be accepted as valid EMD. In respect of the successful bidder, this EMD will be returned on receipt of security deposit. EMD submitted by other bidders will be returned after finalization of the contract. Bids received without valid EMD stand automatically rejected.
6. Tender Processing Fee should be a separate Demand Draft and should not be combined with EMD.
7. **Envelopes:** Signed and sealed Part-I and Part-II should be kept in separate sealed covers.
  - a) **Cover 1:** The cover for Part-I should be super-scribed as "Bid for supply of Skilled, Semi-Skilled and Unskilled manpower to IIIT LUCKNOW - **Part-I (Technical Bid)**"



- b) **Cover 2:** The cover should contain Tender Processing Fee. To be kept in **Part-I (Technical Bid)**.
  - c) **Cover 3:** The cover should contain Earnest Money Deposit (EMD). **Part-I (Technical Bid)**.
  - d) **Cover 4:** The cover for Part-II should be super-scribed as "Bid for supply of Skilled, Semi-Skilled and Unskilled manpower to IIIT LUCKNOW - **Part-II (Price Bid)**".
  - e) All the four covers should be kept in a big single sealed cover super-scribed as "**Tender for supply of Skilled, Semi-Skilled and Unskilled manpower services at IIIT LUCKNOW**". Failure to comply with this instruction renders the tender/bid automatically disqualified.
8. **Security Deposit:** For due performance of his/their obligations under the contract, during the validity, the successful bidder shall have to deposit Rs.**1,80,000/- (Rupees One Lakh Eighty Thousand only)** as Security Deposit which will be free of interest, immediately after commencement of the contract. This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalized Banks or SBI or from any one of the scheduled banks. The security deposit will be forfeited in case of the breach of contract. After successful completion of the contract, the security deposit will be refunded within 90 days after adjusting dues, if any, by the IIIT LUCKNOW from the Service Provider.
9. **General terms and conditions:** The bidder should read the 'General Terms and Conditions' of the IIIT LUCKNOW annexed hereto and give their acceptance. The bidder is advised to visit the IIIT LUCKNOW on any working day between 10:00 hrs and 17:00 hrs to assess the nature and quantum of work before bidding.
10. **Filling tender forms:** The tender should be clearly filled or typed and signed in ink legibly giving full address of the bidder. All the pages of the bid document must be ink signed with date. The bidder should quote in figures as well as in words the amount bid by him. Alteration if any, unless legibly attested by the bidder with his full signature shall invalidate the bid. The bid should be duly signed by the authorized persons. In case, there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
11. **Alterations, etc.:** The bidder should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left. All the enclosures should be submitted in Cover 1 or Cover 2 as the case may be and **no opportunity will be given to submit any document later.**

**12. Invalidation of bid:** Failure to fulfill any of the conditions laid down in the Tender document renders the Bid invalid.

## **PART – I (TECHNICAL BID)**

Technical Bid comprises **ANNEXURE-I (CHECKLIST), ANNEXURE-II, ANNEXURE-III, ANNEXURE-IV, ANNEXURE-V, ANNEXURE-V-A, ANNEXURE-VI (A&B) and ANNEXURE-VII.** It should be submitted in the prescribed format.

### **Eligibility Criteria:**

1. The bids submitted by the bidders will be evaluated as per below:
  - (i). The bidder firm must be a legally valid identity i.e. a Proprietary /Partnership Firm/ Limited Company/ Society legally constituted or registered under the relevant Act (Enclose a self – attested copy of the registration certificate/ relevant document).
  - (ii). Must have a valid license for supply of manpower to the organisations/ institutions under Contract Labour (Regulation & Abolition) Act – 1970. (Enclose self-attested copy of the document).
  - (iii). The bidder must have at least 5 years' experience of providing manpower to organization (to be considered from the date of registration, supported by relevant documents).
  - (iv). Must be registered with Employees' Provident Fund Organisation (EPFO), Employees' State Insurance Corporation, and such other Tax Authorities as Income Tax, Goods & Services Tax (GST) [Enclose copies of registrations such as EPFO, ESIC, GST, PAN etc.].
2. Must have an average Annual Turnover of 500.00 Lakhs or above in each of the preceding three (03) financial years (2016-17, 2017-18 and 2018-19), in the books of account, from the work of supply of manpower services. Specific certificate regarding the Turn Over from the Manpower services are required to be furnished from the Chartered Accountant Firm which had undertaken Audit of the bidder during these three financial years.
3. Certificates of satisfactory performance from at least two Government departments/ PSUs/ Government Autonomous Institutions for the last three years 2016-17, 2017-18 and 2018-19. The certificates must have been issued on the letter head of the organization clearly indicating the duration of contract, details of manpower and performance. Please note that copies of work-orders and agreements shall not be considered for this purpose.

4. The Bidders should have undertaken/completed the following work for supply of manpower in the last 3 years (2016-17, 2017-18 and 2018-19):

(i). One work order for supply of manpower of value not less than Rs.200.00 Lakhs per annum in the last 3 financial years (2016-17, 2017-18 and 2018-19).

**OR**

Two work orders for supply of manpower each of value not less than Rs.100.00 Lakhs per annum in the last 3 financial years (2016-17, 2017-18 and 2018-19).

**OR**

Three work orders for supply of manpower each of value not less than Rs.75.00 Lakhs per annum in the last 3 financial years (2016-17, 2017-18 and 2018-19).

**Note:**

- (i). The work executed in the own name of the bidder only will be considered for meeting the eligibility criteria.
- (ii). **“Similar work”** means supply of skilled, semi-skilled and unskilled manpower for carrying out various jobs viz., electrical, plumbing, carpentry, classroom attendants, guest house maintenance, providing assistance in various offices, laboratories etc.
- (iii). **Certificate of Experience:** The Bidder must produce certificate of experience from the clients. The certificate should clearly mention the following details:

<b>Sl. No.</b>	<b>Description</b>
1	Name of the client and full address
2	Telephone and FAX number of the client
3	Details of work performed
4	Number and type of labour supplied
5	Period of work (starting and ending)
6	Value of work completed in Contract for supply of labour

- The certificate of experience should be **exclusively** for supply of skilled, semi-skilled and unskilled manpower.

- Certificates for work like loading and unloading, labour for house-keeping, operating labour for factory, labour for shop floor, supply of all types of labour, and the like **WILL NOT BE ACCEPTED.**
- Certificates containing the value of contract work and not clearly specifying the value of the work of supply of manpower completed during the period of contract, **WILL NOT BE ACCEPTED.**
- *Copy of work order/agreement and/or self-certified certificates **WILL NOT BE ACCEPTED** as certificate of experience. If any document other than certificate of experience is produced, such document **WILL NOT BE ACCEPTED AS RELEVANT.** Bids not accompanied by certificate of experience issued by the client **WILL AUTOMATICALLY STAND DISQUALIFIED.***

**5. An affidavit, in original:** Duly certified by a Notary that :

- a) The Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed.
- b) That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Court.
- c) That there are no dues towards income tax as on the date of the affidavit.

**6. Signing and sealing of Bidder:** Each and every page of the entire Bid Document including its enclosures should be duly signed & **stamped** by the Bidder.

**7. Attestation of documents by the Service Provider:** All the copies of mandatory documents, except affidavit mentioned at (5) above, submitted by the tenderer should be attested by the Bidder. The affidavit mentioned in (5) should be attested by a Notary Public. Failure to comply with any of these conditions renders the tender/bid automatically disqualified.

**8. Production of originals for verification:** The bidder may be asked to produce the original documents for verification at any stage of tender process as and when sought for, failing which the bids are liable for disqualification.

## **PART – II (FINANCIAL-BID)**

1. Price bid should be in the format enclosed with tender at ANNEXURE -VIII & IX (Financial Bid). As per Ministry of Finance vide its O.M No.29(1)/2014-PPD dated 28.1.2014, if a firm quotes NIL charges/ consideration the bid shall be treated as unresponsive and will not be considered.
2. The Service Charges/Administrative Charges quoted by the bidder necessarily has to be over and above Zero Percent. Further zero percent includes all derivatives of zero up to 0.9999 and thereof. Any service charge not adhering to the above guidelines should be considered unresponsive and such bid should not be considered.
3. Bidders are required to quote only **Service Charges** which should be paid on the total wages of the manpower deployed.
4. Conditional offer will render the tender/bid automatically invalid.
5. The tender should be clearly filled or typed and signed in ink legibly giving full address of the bidder. The Bidder should quote in figures as well as in words the amount bid by him. Alteration, if any, unless legibly attested by the tenderer with his full signature, shall invalidate the bid. The bid should be duly signed by the authorized persons.
6. In case, there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
7. The bidder should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
8. Failure to fulfill any of the conditions given above shall render the tender liable for rejection.

### **Evaluation of Bids:**

- a) Details of Expenditure vis-a-vis Service Charges with a view to prevent instances as mentioned above, Bidders have to submit details of estimated Expenditure in the prescribed format along with documentary evidence like estimates in support of expenditure along with the price bid.

- b) The Institute reserves the right to take a view on the reasonability of the rate of Service Charge. The decision of the Institute in this regard shall be final and binding. No representation in this regard will be entertained and replied to.
- c) The final selection of the agency will be based on lowest quoted rate in financial bids. In case of tie in financial bids, the bidder with the highest average annual turnover during last three years (2016-17, 2017- 18 and 2018-19) shall be considered for the award of bid.
- d) The Institute reserves the right to take a view on the reasonability of the rate of Service Charge. The decision of the Institute in this regard shall be final and binding. No representation in this regard will be entertained and replied to.
- e) Bids will be evaluated for compliance with the statutory provisions like Minimum Wages Act, ESI Act, EPF Act, Bonus Act etc. Only those bids that comply with all the applicable statutory provisions and other eligibility conditions mentioned in the Technical Bid, and meeting the requirement as per Evaluation Criteria fixed and notified by the Institute.
- f) In case, the Institute considers that the Service Charge of the bidder, who has quoted the least rate is not feasible such bids shall be treated as non-responsive and other valid quotations shall be evaluated and this process will be iterated till a bid with reasonable Service Charge is found and the work will be awarded to such bidder only. The next or subsequent bidder to be considered for supply of manpower would be the one who agrees to work at the same rate and is next in the merit of final selection.

## SECTION-IV

### GENERAL TERMS & CONDITIONS

*(Please read the following carefully and give acceptance for the same in the prescribed format and submit it with the Technical Bid).*

#### A. GENERAL INSTRUCTIONS:

1. The bidder submitting bid would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. **Tenure of Contract:** The contract will be for a period of 1 (one) year initially with a trial period of 6 (Six) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 6 (Six) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The IIIT Lucknow may renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding 2 (two) years from the date of commencement of work, having regard to the quality and manner of the Service Provider's performance. However, it shall be with consent/written request by the Service Provider in this regard.
3. In case the Service Provider fails in fulfilling the obligations fully and in time, the IIIT LUCKNOW shall have the absolute right to take up the work at the Service Provider's cost and risk and recover any and all such expenses from the amounts due to the Service Provider including Security Deposit. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, shall be recovered from the bill and/or security deposit.
4. Service Provider will be fully responsible for any accident or mishaps involving workers engaged by the Service Provider and the Service Provider should meet the claims. The Service Provider shall indemnify the IIIT LUCKNOW from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Service Provider. The Service Provider will fully indemnify IIIT LUCKNOW against all claims in this regard.

5. The Service Provider shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the IIIT LUCKNOW from any claims in this regard.
6. It will be the sole responsibility of the Service Provider to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:
  - (i). Employment of Children Act
  - (ii). Workmen compensation Act
  - (iii). Contract Labour (Regulation & Abolition) Act 1970.
  - (iv). Minimum Wages Act
  - (v). Employees Provident Funds & Miscellaneous Provisions Act
  - (vi). Employees State Insurance Act
  - (vii). Payment of Bonus Act
  - (viii). Any other act or legislation as may be in force from time to time.
7. The Service Provider shall comply with all the statutory provisions and will be responsible for any prosecution or liability arising from breach of any of those laws. The IIIT LUCKNOW will not have any responsibility with regard to staff deployed by the Service Provider what so ever.
8. Any liability arising on the IIIT LUCKNOW shall be deducted from the bills of the Service Provider and if the full amount is not recovered then the same shall be recovered from the security deposit of the Service Provider. There would be no liabilities towards the workers of the Service Provider by the IIIT LUCKNOW.
9. In case of items/fixtures stolen/broken due to the fault of the contract personnel, either the penalties to recover the cost shall be imposed or the Service Provider shall have a choice to replace these fixtures of the same quality & under approval from nodal officer appointed by the Director of the IIIT LUCKNOW.
10. **Modification of specification of work:** IIIT LUCKNOW through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.
11. In the event of the Service Provider failing to execute the work under contract in whole or in part an alternative arrangement will be made by the IIIT LUCKNOW totally at the cost & risk of Service Provider besides any suitable fine /penalty.



12. The Service Provider shall be liable to pay compensation for any loss & damage caused to the property of the IIIT LUCKNOW or its Staff Members/Students/Visitors by the Service Provider or his workers.
13. The Service Provider shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff as regards work, discipline, attendance or any other matter concerning efficient and smooth functioning; the Service Provider will be under an obligation to change the worker concerned when instructed by IIIT LUCKNOW authority.
14. **The IIIT LUCKNOW reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The Service Provider will also have to serve a notice of equal period, if he wishes to terminate the contract.**
15. **Resolution of disputes:** In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, IIIT LUCKNOW or any other officer nominated by the Director, IIIT LUCKNOW for arbitration whose decision shall be final and binding on the parties. The Service Provider agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.
16. All letters posted to Service Provider at the address and email given by him will be considered to have been delivered in time.
17. The Service Provider should not be employee of IIIT LUCKNOW, Central or State Government, Autonomous Body, or PSU. He should submit a declaration to this effect.
18. The Service Provider and his staff will make their own residential arrangement outside the premises of the IIIT LUCKNOW. No one will be granted permission to stay in the institute premises including Hostel during night or during non-working hours.
19. The Service Provider shall supply all necessary tools required by his personnel for carrying out work. The repairs and maintenance of tools will be borne by the Service Provider.
20. The solid waste collected from the said buildings shall be disposed of in areas assigned by IIIT LUCKNOW for solid waste disposal.

21. The Service Provider shall be responsible for cleaning as well as security of the fixtures/furniture and office equipment handled by his workers during the course of contract at the time of commencement of the contract.
22. If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated and Security deposit forfeited. The Service Provider will have no claims what so ever on the IIIT LUCKNOW.
23. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Service Provider shall remain liable to pay compensation to the Institute for the inferior works as determined by the IIIT LUCKNOW and in case all payments have been made to the Service Provider for this work, this amount may be deducted from any sum due to the Service Provider on any other work within the Institute.
24. **Prohibition of leasing or sub-contracting:** The Service Provider shall not lease or sub-contract the whole or any part of the contract to anybody.
25. That payment on account of enhancement/escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions, any tax only by the Central Govt. from time to time shall be payable by the IIIT LUCKNOW to the Service Provider. No escalation of percentage of Service Provider's Service Charges shall be admissible during the term of the contract.

#### **B. MODIFICATION OF TERMS AND CONDITIONS:**

The IIIT LUCKNOW with the consent of the Service Provider may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.

#### **C. SERVICE PROVIDER'S OBLIGATIONS:**

- a) **In the event of local problems arising while discharging the functions at IIIT LUCKNOW the Service Provider will deal with them appropriately and he will not bring IIIT LUCKNOW on the scene for such matters.**
- b) **Uniforms:** The successful bidders will provide uniform to his workers as approved by the IIIT LUCKNOW authority (both male and female) while on duty from out of his Service Charges. Two sets of uniforms would have to be provided so that the worker is always with neat and tidy uniform. This will be strictly monitored and penalty may be imposed and deducted from the Service Charges of the Service Provider if the worker is found without uniform and/or not being neat and tidy.

- c) **Identity Cards:** The Service Provider will issue identity cards to his workers after getting them verified by the IIIT LUCKNOW. Any worker found without identity card will not be permitted to enter the premises.

## **SECTION – V**

This agreement is made at Lucknow on..... between the **Indian Institute of Information Technology Lucknow** hereinafter to be called the **First Party** through its Director or his representative and M/s..... hereinafter to be called the **Second Party**.

Whereas the **Indian Institute of Information Technology Lucknow** hereinafter to be called the **First Party** through its Director or his Representative, on the one part is on the lookout for a suitable party for providing manpower for various types of works as may be required by the Institute from time to time.

Whereas **M/s** ..... hereinafter to be called the **Second Party** on the other part has quoted the rates, agreeable to the First Party, to carry out the work to the satisfaction of the First Party.

Both the parties hereby agree on the terms and conditions set out hereinafter before the witnesses as set forth herein.

### **1. PERIOD OF CONTRACT:**

The contract will be for a period of 1 (one) year initially with a trial period of 6 (Six) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 6 (Six) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The IIIT LUCKNOW may renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding 2 (two) years from the date of commencement of work, having regard to the quality and manner of the Service Provider's performance. However, it shall be with consent/written request by the Service Provider in this regard.

However, first party reserves its right to terminate the agreement by giving one-month advance notice at any time during currency of the contract if the service of the agency is not satisfactory as per the opinion of first party or its representative.

## 2. MANPOWER REQUIRED:

- (i). The Second Party shall provide the manpower as specified in the SCHEDULE-A of the agreement for different positions.
- (ii). The Second Party shall maintain the list of all persons engaged by it and direct to work together with a copy of their latest photograph, as per requirement of the First Party at the premises decided by the First Party.
- (iii). The Second Party shall issue identity badge, dress materials, equipments and other necessary articles needed for the entrusted work to all their persons as per the Contract Labour Regulation Act-1970 as amended from time to time and any other law of the land.
- (iv). Only such of the persons of the Second Party as are previously authorized will be allowed entry at the premises of the First Party on production of identity badge.
- (v). The Second Party shall withdraw forthwith the person/persons either suo-motu or as desired by the First Party, if he/they, is/are found no longer desirable to work on the premises of the First Party.
- (vi). Tentative number of the manpower required to be provided by the Second Party in the First Phase are as under:-
  - (a) Skilled
  - (b) Semi-Skilled                      **05**
  - (c) Unskilled

The number shown above are only indicative, the actual number will be decided by the designated authority of the Institute in consultation with the Second Party, from time to time and depending upon the requirement of the Institute.

In case of future requirements of additional manpower, the Second Party will provide the required additional manpower to the First Party within a fortnight of submission of requirement.

- (vii) The persons deployed for work should not be involved in any police case. Police verification certificate for the persons deployed for work has to be submitted by the Service Provider. A verification report in respect of all the personnel of Service Provider from the concerned police station of concerned residential areas should be

submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of IIIT LUCKNOW. Any changes should be informed immediately.

- (viii) The Second Party shall maintain all records and registers concerning attendance and wages of persons engaged by him as required by the various labour legislations in force from time to time and also ensure that they comply with their requirements in this regard.
- (ix) The First Party will have the right and discretion to ensure that work packages are carried out as per the contract and complete satisfaction of the First Party.
- (x) The Second Party will ensure that these workers remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the First Party.
- (xi) The Second Party will ensure that persons deployed by the Second Party, who have to perform the work shall not join any union or interfere with internal working of the establishments of the First Party.
- (xii) The duty hours of the persons deployed shall be as desired by the First Party.
- (xiii) The workers will be allowed for working rest of one day on continuous duty of 6 working days as per the provisions of the Contract Labour (Regulation & Abolition) Act-1970.

The working rest day will be fixed by the Sectional Heads under whose the workers are working, which may be changed from time to time and may be availed with prior sanction of the sectional head.

(xiv) The personnel deployed by the Second party at the premises of the First Party shall not have claim to become employees of the First Party and there will be no Employee and Employer relationship between the personnel engaged by the Second Party for deployment at the First Party.

### **3. PAYMENT OF WAGES**

(i). The payment of wages to the workers engaged by the Second Party for the assigned work shall be the sole responsibility of the Second Party in consideration of the work performed as per the agreement. The First Party shall pay to the Second Party for unskilled, semi-skilled and skilled workers as per the orders of the Ministry of Labour, Government of India revised from time to time.

(ii). The payment of wages/allowances/ remuneration and other benefits admissible to persons employed by the Second Party for the job shall be the sole responsibility of the Second Party as their employer under law. The minimum wages payable to the workers deployed by the firm will be as per wages revised from time to time by the Ministry of Labour, Government of India

(iii). The Second Party shall be responsible for the compliance with regard to minimum wages, ESI, PF, Workmen Compensation Act etc. and for payment for any liability (ies) under such acts, and any other law of the land.

(iv). The monthly bill in duplicate along with necessary verifications/documents will be sent by the Second Party to the First Party for payment of wages to persons deployed in campus by 1st week of every month. The payment of the same will be made by the First Party after all deductions such as T.D.S., EPF, etc. as per rules, modified from time to time.

(v). Workers engaged will be paid wages as per "Minimum Wages Act 1948" applicable to the Central Government establishments. These rates may be revised subject to approval of the First Party. The Second Party shall be responsible for submission of revised rates from time to time as communicated by competent authority. On revision of minimum wages by the Govt. of India, the Second Party shall be responsible for seeking approval of the revised rates from the First Party along with the copy of the order of

competent authority for such revision. Any liability arising on account of delay in the same will lie on the Second Party.

(vi). The First party shall pay Service Charges to the Second Party\_\_\_\_\_of the total consolidated wages at the time of payment of bill after ensuring necessary statutory deductions.

#### **4. COMPLIANCE OF LAWS OF LAND:**

(i) The Second Party shall be solely responsible for compliance of the various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to the personnel deployed by it at premises of the First Party or for any accident caused to them and the FIRST PARTY shall not be liable to bear any expense in this regard. The SECOND PARTY shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the FIRST PARTY for whatever reason. The SECOND PARTY shall also be responsible for the insurance of its personnel. The SECOND PARTY shall specifically ensure compliance of various Laws / Acts in force, including but not limited to with the following and their re-enactments / amendments / modifications:-

- (a) The Payment of Wages Act 1936
- (b) The Employees Provident Fund Act, 1952
- (c) The Contract Labour (Regulation) Act, 1970
- (d) The Payment of Bonus Act, 1965
- (e) The Payment of Gratuity Act, 1972
- (f) The Employees State Insurance Act, 1948
- (g) The Employment of Children Act, 1938
- (h) The Motor Vehicle Act, 1988
- (i) Minimum Wages Act, 1948
- (j) The Industrial Disputes Act 1947
- (k) The Industrial Employment (Standing Orders) Act 1946
- (l) Pollution Control and Environment Protection Laws in force from time to time



(ii). The Second Party shall obtain a license from the Labour Department of the Govt. of India of the region under the Contract Labour (Regulation & Abolition) Act-1970 and shall also have a separate ESI, EPF, Code number and shall be responsible to cover all their employees under ESI and EPF Acts. EPF and ESI will be paid by the First Party along with the first month bill and subsequently the same will be paid on monthly basis along with the bill only if deposit challan along with Electronic Challan Cum Receipt (ECR) issued by the Employees Provident Fund Organisation (EPFO) of the previous month is enclosed along with the bill. Any liability arising on account of the delay in same will lie solely on the Second Party.

(iii). The Second Party shall be legally liable and responsible for any contravention of any legal requirement and consequent liability with regard to persons deployed by him in connection with the work assigned to him by the First Party.

(iv). In the event of the contract not being performed or carried out to the satisfaction of the First Party, the First Party will be at liberty to terminate this agreement without any notice and/or compensation in lieu thereof.

#### **5. PERFORMANCE SECURITY:**

The Second Party will have to deposit a security of 1.80 Lakhs (One Lac Eighty Thousand) in the form of F.D.R./Bank Guarantee in favour of "IIIT LUCKNOW", Lucknow. The performance security shall be released only after 90 days of completion of the contract or otherwise and if there is no recoverable from the Second Party. The amount shall be interest free in the form of security deposit for due and complete performance of the terms & conditions of this license. The said performance bank guarantee shall be valid for the period of license under the agreement. This security money will be refunded after three month of expiry of contract or its termination. The First Party shall be entitled to adjust any claim/ penalty/ due amount from the said security deposit.

## **6. MISCELLANEOUS:**

(i). In case any damage is caused to the property or products of the First Party by the persons engaged by the Second Party under this contract or if any instance of theft takes place owing to the involvement of the persons or otherwise, the Second Party shall reimburse the cost of such damage to the First Party suitably.

(ii). The Second Party shall obtain proper license as required under the law and will be responsible for any violation of rules and regulations governing the same. Soon after, the job is completed; the Second Party shall take all the persons deployed by him from the premises of the First Party.

**7.** The Second Party shall be bound to provide full support and help in extinguishing any fire that breaks out anywhere. In case, if it is due to mishandling or any other reasons by any person deployed by Second Party, the full damage will be recovered from the Second Party.

**8.** All correspondence pertaining to this contract shall be addressed to the authorized representative of the First Party

**9.** In the case of any dispute the decision of the Director of the Institute shall be final and binding on both the parties. All disputes and differences between both the parties shall be settled amicably and between the parties. In case disputes still presents, the same shall be referred to the sole arbitrator to be appointed by the Director of the FIRST PARTY in consideration with the SECOND PARTY. The provision of the Arbitration And Conciliation Act, 1996 shall apply to the arbitration.

**10.** All the litigations will be subject to the jurisdiction of courts at Lucknow.

11. The Second Party shall be responsible for any accident/death during deployment of all the workers by the Second Party at the premises of the First Party or outside the premises for the work of First Party.

All the documents submitted during the process of tendering by the Second Party including the Tender Document issued by the First Party for the purpose, shall be presumed to form the part of the Agreement.

M/s .....

**for and on behalf  
Indian Institute of  
Information  
Technology Lucknow**

**Second Party  
Contractor**

**1. Witness:**

- (a) Signature .....
- (b) Name .....
- (c) Address .....
- .....

**2. Witness:**

- (a) Signature .....
- (b) Name .....
- (c) Address .....
- .....

**First Party**

**1. Witness:**

- (a)Signature.....
- (b)Name.....
- (c)Address.....
- .....

**2. Witness:**

- (a)Signature.....
- (b)Name.....
- (c)Address.....
- .....

## SECTION – VI FORMATS

## ANNEXURE-I

### <Company Letterhead of Bidder/Tenderer> CHECKLIST

**[NOTE:** Checklist to be answered by the bidder by writing **YES** or **NO** in the box given. If any of the questions is not applicable, please mention as “Not Applicable (NA)”]

Sl. No.	Description	Yes/No	Enclosure No. / Page No.
1	Submission of Tender Processing Fee.		
2	Submission of Earnest Money Deposit (EMD)		
	Technical Bid in separate envelope contains:		
	(i). The bidder firm must be a legally valid identity i.e. a Proprietary /Partnership Firm/ Limited Company/ Society legally constituted or registered under the relevant Act (Enclose a self – attested copy of the registration certificate/ relevant document).		
	(ii). Must have a valid license for supply of manpower to the organisations/ institutions under Contract Labour (Regulation & Abolition) Act – 1970. (Enclose self-attested copy of the document).		
3	(iii). The bidder must have at least 5 years’ experience of providing manpower to organization (to be considered from the date of registration, supported by relevant documents).		
	(iv). Must be registered with Employees’ Provident Fund Organisation (EPFO), Employees’ State Insurance Corporation, and such other Tax Authorities as Income Tax, Goods & Services Tax (GST) [Enclose copies of registrations such as EPFO, ESIC, GST, PAN etc.].		

	(v). Annual Turnover of 500.00 Lakhs or above in each of the preceeding three (03) financial years (2016-17, 2017-18 and 2018-19), in the books of account, from the work of supply of manpower services. Specific certificate regarding the Turn Over from the Manpower services are required to be furnished from the Chartered Accountant Firm which had undertaken Audit of the bidder during these three financial years		
	(vi). The Bidder must produce certificate of experience from the clients.		
	(vii). <b>Affidavit</b> for non-black-listing and the name of the firm or company has not been changed. <b>AND</b> That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Hon'ble Court. <b>AND</b> That there are no dues towards income tax as on the date of the affidavit.		
	(viii). Each and every page of the entire Bid Document including its enclosures should be duly signed & <b>stamped</b> by the Bidder		
4	Financial Bid in separate envelope contains should be in the format enclosed with tender at ANNEXURE –VIII & IX (Financial Bid).		
5	Valid NSIC/MSME registration certificate if exempted for EMD.		

Signature (with date) & seal of Bidder/Tenderer

< Company Letter head of Bidder/Tenderer>**Documents/details to be mandatorily submitted:-**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Details/ Registration No</b>	<b>Enclosure No.</b>	<b>Page No.</b>
1	Name of registered contractor/Firm/Company/Co-operative Society (with Proof of Registration)			
2	Permanent Address & Telephone No.			
3	Full Postal Address, Telephone/Fax No., E-mail:			
4	EMD Details			
6	Proof of Annual turnover (Approximate)			
7	Details of Name of the bank, address, account number, IFSC code of the Bidder.			
8	An affidavit in original duly certified by a Notary regarding the following: a) That the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm. b) that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court. c) That there is no due towards income tax as on the date of the affidavit			
10	Photo copy of PAN			
11	Photo copy of TAN/TIN			
12	Photo copy of GST Registration Certificate			
13	Photo copy of Professional Tax Registration			
14	Photo copy of a valid License issued by the Central Labour Department under Labour Registration Act.			
15	Photo copy of ESIC Registration certificate			
16	Photo copy of EPF Registration certificate			
16	Any other relevant information			

Signature (with date) &amp; seal of Bidder/Tenderer

## ANNEXURE-III

### < Company Letterhead of Bidder/Tenderer > Organisational structure of the Bidder Firm

**Enclosure  
No.**

- 1) Name of the firm :
- 2) Address :
- 3) Head of Organisation :
- 4) Registration No. (Copy to be enclosed) :
- 5) a. Place and year of Incorporation of the firm :
- b. Number of years of experience of supply of manpower :
- 6) Name & qualification of the Chief Executive of the firm :
- 7) Constitution of the firm (Pvt. Ltd., Public, Proprietary) :
- 8) Contact Person Name :  
Phone :  
Fax :  
Email :  
Cell Phone :

Signature (with date) & seal of Bidder/Tenderer

## ANNEXURE-IV

### < Company Letterhead of Bidder/Tenderer > Financial Information

- 1) Annual Turn-over for the last 3 year:

Sl. No.	Year	Turn Over (Rs. in crore)	Remarks	Enclosure No.
1.	2016-17			
2.	2017-18			
3.	2018-19			

Copies of Audited balance sheet of the last 3 years (2016-17, 2017-18 and 2018 – 19) are required to be enclosed.

- 2) Permanent Account No. (PAN) :
- 3) Tax Identification No. (TIN) :
- 4) Goods & Services Tax Registration No. :
- 5) Income Tax Return Certificate :  
(Enclose copies for the last three years)
- 6) Whether any legal cases specific for supply of manpower against the firm during the last five years, Please furnish Details. :

Signature (with date) & seal of Bidder/Tenderer



## ANNEXURE-V

**< Company Letterhead of Bidder/Tenderer>**  
**Details of supply of manpower each with an outlay of 75 Lakh or more in the last 3 Years (2016-17, 2017-18, 2018-19)**

(Enclose satisfactory completion certificate and date of completion from the competent authority of concerned department/organization as per ANNEXURE- V-A obtained from Private Organization, Supporting documentary proof such as Payment details, Bank statement, TDS certificate will also be required to be furnished.)

Sl. No.	Year	Name of the client	Nature of Organisation (Govt./Semi-Govt./Central or State/Autonomous Body/PSU/Private Organisation/Co-operative Society)	Description of work	Reference No.	Value of Contract (Rs. in Lakh)	Period of Contract	Certificate of Experiences in ANNEXURE - V-A	Enclosure No.
1.	2016-17								
2.	2017-18								
3.	2018-19								

Signature (with date) & seal of Bidder/Tenderer

## ANNEXURE-V-A

**<On the Letterhead of the Organisation where work of supply of manpower has been made in the last three years>  
Certificate of Satisfactory Performance from Organisations**

This is to certify that M/s <Name & Address of the firm> has performed/completed the work of supply of manpower to this organization as per details given below:

1. Description of Work :
2. Nature & No. of manpower provided:

Sl. No.	Year	No. of manpower provided		
		Skilled	Semi-Skilled	Unskilled
1.	2016-17			
2.	2017-18			
3.	2018-19			

3. Annual Value of Contract:
4. Period of Contract:
5. Performance of Work:
6. (a). Whether any penalty imposed? : YES /NO  
(b). If YES, details thereof: \_\_\_\_\_

Authorised Signature & Seal of Organisation

**< Company Letterhead of Bidder/Tenderer >**  
**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM**  
**TAKING PART IN GOVT.TENDER BY DOT/GOVT. DEPT**

**(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

I / We Proprietor/ Partner(s)/ Director(s) of M/S----- hereby declare that the firm/company namely M/S.----- has not been blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit in the past by IIIT Lucknow or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S----- hereby declare that the firm/company namely M/S.----- was blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit by IIIT Lucknow, or any other Government Department from taking part in Government tenders for a period of ----- years w.e.f. -----.

The period is over on----- and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by IIIT LUCKNOW and EMD/SD shall be forfeited. In addition to the above IIIT LUCKNOW will not be responsible to pay the bills for any completed/ partially completed work.

**Signature .....**

**Name.....**

**Capacity in which assigned: .....**

**Name & address of the firm: .....**

**Date:**

**Signature of Bidder with seal.**

< Company Letterhead of Bidder/Tenderer >

**Declaration**

- 1) I/We have read the tender documents and are fully aware of the terms & conditions. I/We shall abide by all the terms & conditions and hereby undertake to pay the personnel deployed by us at IIIT Lucknow at the rate of minimum wages and other statutory dues notified by the central government from time to time.
- 2) I/We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I/we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my/our company is liable to be blacklisted/debarred by IIIT Lucknow for at least 3 years.

**Signature with Seal of Authorized Signatory:**

**Place:**

**Date**

## ANNEXURE-VII

### <Company Letterhead of Bidder/Tenderer> EARNEST MONEY DEPOSIT / BID SECURITY FORM

Whereas .....(hereinafter called "the Bidder") has submitted its bid dated.....(date of submission of bid) for the supply of .....(name and/or description of the goods/Service) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE..... (name of bank) of..... (name of country), having our registered office at.....(address of bank) (hereinafter called "the Bank"), are bound unto..... (name of Purchaser)

(Hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) Does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to execute the Contract Form if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)

\_\_\_\_\_  
**Name of Bidder**

**<Company Letterhead of Bidder/Tenderer>  
FINANCIAL BID**

**IIITL/Tender/Manpower/2020-21**

**Dated: 28.04.2020**

**Name of the Agency along with Address and Telephone No.:**

**Description of work:** Contract for providing manpower on outsourcing basis in IIIT LUCKNOW as per qualification, wages and job requirements of each category of such staff on contract basis as per details mentioned in the Tender Document subject to fulfilment of other terms and conditions of the Agreement.

**Amount Quoted:**

Service Charges\*

(Please quote the rate)

(In figure): \_\_\_\_\_ (Percent)

(In words): \_\_\_\_\_ (Percent)

**NOTE:**

- 1) Goods & Service Tax (GST) as per rules will be paid over the Wages and Services charges only.
- 2) The number shown above are only indicative and the actual nos. will be decided by the Designated Authority of the Institute in consultation with the service provider, from time to time and depending upon the requirement of the Institute.
- 3) The quoted rates should be inclusive of all taxes; levies, statutory liabilities, bonus to the personnel employed for the work if any, accidental expenses incurred by the company in execution of the work, minor equipment profit & overheads of the company and any other known and unforeseen expenses. The rates shall be net and nothing extra shall be payable over and above the accepted rates.
- 4) The rates of the individual items accepted by the Institute shall remain valid for the modified numbers also and no claim on account of curtailment / additional quantum of work shall be entertained by the Institute.
- 5) The institute has a right to engage any other firms too, any time whenever it felt its requirement.
- 6) Payment of "Manpower" shall be as per rules of "The Minimum Wages Act 1948" applied for Central Government for Watch and Ward category.
- 7) Quoted Service charges should be sufficient to meet out the statutory deductions.

**\* Statutory deductions/taxes will be applicable as per Government notification from time to time.**

Certified that I/We have read the instructions given in the tender documents. I/We undertake to supply the required categories and number of manpower. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Signature (with date) & seal of Bidder/Tenderer

**ANNEXURE-IX**

IIITL/Tender/Manpower/2020-21

Dated: 28.04.2020

<Company Letterhead of Bidder/Tenderer>  
Statement of Details of expenditure for justification of service charges

Sl. No.	Particulars	Expenditure	Remarks
1.	On account of TDS		
2.	Cost of two set of uniform		
3.	One pair of shoes		
4.	Stationery		
5.	Accounting & Administrative Charges		
6.	Cost of Recruitment Process		
7.	Profit		

For &amp; on behalf of M/s. \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Complete Address: \_\_\_\_\_

Place:

Date:

Signature (with date) &amp; Seal of Bidder/Tenderer