

### **Indian Institute of Information Technology, Lucknow**

Chak Ganjaria (C.G.) City,

Lucknow - 226002, (U.P) - India

### भारतीय सूचना प्रौद्योगिकी संस्थान – लखनऊ चकगंजरिया (सी. जी.) सिटी .

लखनऊ २२६००२ - उत्तर प्रदेश , भारत

Web: https://www.iiitl.ac.in

email: contact@iiitl.ac.in

Tender No.: IIITL/TENDER /Housekeeping Services/01/2020

Date: 27/04/2020

#### **Notice Inviting Tender for Housekeeping Services at IIIT-Lucknow**

#### (Two Bid System)

IIIT Lucknow invites Sealed tender under Two Bid Systems (Technical & Financial) for award of Housekeeping Services covering various building of campus. Tenders are invited from experienced and registered Housekeeping agency having a valid license under Contract Labour (Regulation and abolition). The service includes Housekeeping of Administrative & Academic Building, hostels (boys as well as girls), etc.

Tenders should be submitted in the prescribed proforma with the Tender Processing Fee and Earnest Money Deposit.

Prospective Bidders are requested to submit the bids by speed post/courier with complete details of specifications, terms & conditions, warranty/ guarantee etc. Bids should be in two separate sealed envelopes super scribed as "Technical Bid and Financial Bid" respectively and placed in a single envelope with name of the tender, ref. number and closing date superscripted on the top of the envelope addressed to the Deputy Registrar, HIT-Lucknow, Chak Ganjaria (C.G City), Lucknow upto 18/05/2020 till 11:00 A.M. The detailed tender document is available on the Central Public Procurement Portal (CPPP) https://eprocure.gov.in/epublish/app and Institute Website https://www.iiitl.ac.in

1.	Place of Work/ Service	eIIIT-Lucknow Campus, Chak Ganjaria (C.G City),
	Provision	Lucknow -226002.
2.	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".
3.	Earnest Money	Earnest Money Deposit (EMD) of Rs. 72,000/- (Rupees Seventy-Two 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).

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. Bids submitted without Tender Processing Fee and EMD are liable to be rejected.

Addr	ess of Bid Submission	Deputy Registrar, IIIT-Lucknow Chak Ganjaria (C.G City), Lucknow -226002 U.P. India
4.	Starting Date & Time of Bid Submission	27/04/2020 after 11:00 A.M.
5.	Pre-Bid Meeting Date	08/05/2020 at 12:00 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@iitl.ac.in">dr@iitl.ac.in</a> before 08.05.2020. No query shall be entertained after 08.05.2020 (12:00 P.M)
7.	Closing Date & Time of Bid submission	18/05/2020 till 11:00 A.M. (Bids submitted after this time shall be declared as late and hence rejected)
8.	Date & Time of Technical Bid opening	19/ 05/2020 at 03:00 P.M.
9.	Venue of Technical Bid Opening	IIIT Lucknow, Chak Ganjaria (C.G City), Lucknow-226002
10.	Estimated tender value	Rs. 36 Lakhs approx.
11.	<b>Duration of Contract</b>	One Year from the date of issue of work-order (Subject to further extension as per tender terms)
12.	Schedule of Opening of Price/Financial Bids	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.

The technical bid received in prescribed proforma will be opened in the presence of the bidders, or authorized representatives interested to be present, on 19/05/2020 at 03:00 P.M. The Financial bids of only eligible and technically qualified bidders will be opened after evaluation by the Technical Committee. Basic rate, taxes and other charges etc. must be quoted separately. Considering the urgency of the work, no requests for extending the deadline shall be considered.

Tender must be accompanied by Tender Processing Fee by Demand Draft drawn in favour of "IIIT Lucknow, General Account" from a nationalized/scheduled bank payable at Lucknow & Earnest Money Deposit (EMD) by Demand Draft drawn in favour of "IIIT Lucknow, General Account" from a nationalized/scheduled bank payable at Lucknow or FDR/Bank Guarantee in the favour of IIIT Lucknow. The EMD will be returned to unsuccessful bidders within one month of technical bid opening or on expiry of the validity period whichever is later. The earnest money deposit of the successful bidder will be treated as PBG and will be kept as initial contract deposit for due execution of the contract. The Performance Bank Guarantee (PBG)/EMD will not bear any interest.

The bid for the work shall remain valid for a period of 120 days from the date of opening of tender. The Institute shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD

/ PBG, if any bidder/contractor:

- (i) withdraws his offer before the aforesaid validity period, 'or'
- (ii) makes any modification in the terms and conditions of the tender, 'or'
- (iii) fails to commence the work within prescribed time, 'or'
- (iv) Abandons the work before its completion.

The IIIT Lucknow reserves the right to reject any or all the tenders without assigning any reason thereof and it is not binding on IIIT Lucknow to accept the lowest bid or any other bid.

Sd/-Deputy Registrar IIIT Lucknow

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## SECTION-I GENERAL DIRECTIONS TO BIDDERS

- 1. Tender document should be submitted in sealed tamper proof cover super-scribed with the name of the work i.e. "TENDER FOR PROVIDING HOUSE KEEPING SERVICES AT INDIAN INSTITUTE OF INFORMATION TECHNOLOGY LUCKNOW FOR THE YEAR 2020-21". All pages of tender documents, conditions, corrigendum if any and drawings etc. shall bear the signature of the bidder at the lower right-hand corner. The tender document should bear the full signature of the bidder or if the bidder is partnership firm, then tender should bear the full signature of all the partners or the signature of the person holding power of attorney on behalf of the such bidder and in case the bidder is a Pvt. Ltd. or Public Ltd., Co. by any competent/ authorized person duly authorized by an official not below the rank of Director or Chief Executive or the Board. Any corrigendum or addendum will also form the part of the tender document and will have to be submitted by the bidder along with the tender document.
- 2. A bidder requiring any clarification regarding the tender documents may notify in writing to the address mentioned in the tender or E-Mail to <a href="mailto:dr@iiitl.ac.in">dr@iiitl.ac.in</a>. IIIT LUCKNOW will not respond to any request for clarification after the date of Pre-Bid Meeting i.e. 08.05.2020.
- 3. The Bidders are required to submit two separate Bids i.e. Technical bid and Price bid, as per prescribed proforma. The two Bids should be submitted in two separately sealed envelopes super scribed "Technical Bid for House Keeping Services at IIIT Lucknow" and "Financial Bid for House Keeping Services at IIIT Lucknow". Both the above said sealed envelopes should be put in a third envelope sealed and super scribed "Tender for Providing House Keeping Services at Indian Institute of Information Technology Lucknow for the year 2020 21".

The Technical bid envelop shall include the following documents.

- i. EMD in the form of Demand Draft in favour of " IIIT Lucknow, General Account" payable at Lucknow or FDR/Bank Guarantee in favour of IIIT Lucknow.
- ii. Tender Processing Fee- in the form of Demand Draft in favour of " IIIT Lucknow, General Account" payable at Lucknow
- iii. Turnover for last 3 years duly certified by a Chartered Accountant
- iv. Copy of labor license
- v. E.P.F. & E.S.I.C. Registration and the firm shall submit Self Certified copies of E.P.F. payment challan for last 12 months & ESIC Registration
- vi. Technical bid document with the signature of the bidder at the lower right-hand corner in all pages
- 4. The second envelope containing "Financial bid" shall contain only the price bid as per the proforma.
  - a) The bidder should quote his offer at the appropriate place in Financial bid envelope. However, lowest bidder shall be decided on the basis of total amount arrived. He should not quote his offer anywhere directly or indirectly in Technical Bid envelope. The tender shall be unconditional.
  - b) The Financial Bid Envelop will be opened only for those bidders who have

qualified upon evaluation of their technical bids. The Financial Bids of those bidders who have not qualified upon evaluation of technical bid will not be returned. Tenders submitted without EMD or which does not contain requisite documents, will be summarily rejected.

- 5. The bidder should write the rates of all the items mentioned in the bill of quantities in figures as well as in words. The amount for each items and the total bid amount should be worked out. In case of arithmetic mistakes in calculations of amounts and total, the rates of individual items will be considered as final. In case of discrepancies between the rates written in words and rates written in figures, the rates written in words will be considered as final.
- 6. IIIT Lucknow reserves the right to accept or reject the tender if the bidder fails to submit the documents as mentioned in this tender.

#### **7. PBG**

- a. The Service Provider shall be required to furnish a Performance Bank Guarantee (P.B.G.) for an amount equal to 10% of order value which shall include all applicable taxes and duties in the office of Deputy Registrar, Chak Ganjaria (C.G City), Lucknow-226002 on or before 30 days from the date of issue of order acknowledgement. The performance guarantee bond to be furnished in the form of Bank Guarantee as per **Section-X** of the tender documents, for an amount as mentioned in the tender document.
- b. If the bidder fails to submit the PBG to IIIT LUCKNOW within the stipulated time, IIIT LUCKNOW shall without prejudice to any other right or remedy be at a liberty to forfeit the Earnest Money deposited by such person absolutely or may, at its sole discretion, treat the bidder as having lost his eligibility for the award of the contract.
- c. The Performance Guarantee should be established in favour of "IIIT Lucknow" payable at Lucknow.
- d. Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and the purchaser under the terms and conditions of acceptance to tender.
- e. The successful bidder is entirely responsible for due performance of the contract in all respects according to the terms and conditions and specification and all other documents referred to in the tender.
- f. The Performance Bank Guarantee as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the

Service Provider under the agreement to be executed by and between the Institute and the Service Provider.

- g. The proceeds of the PBG shall be payable to the IIIT LUCKNOW as compensation for any loss(es) incurred by IIIT LUCKNOW resulting from the failure of the Housekeeping Agency to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by IIIT LUCKNOW for delays/default/failure on the part of the Housekeeping Agencies.
- h. No interest will be allowed on the PBG/EMD.
- i. For successful bidder EMD shall be released once PBG is submitted. EMD will be forfeited in case of: i. Failure of the bidder to honor their offer. ii. Withdraw their offer before expiry of validity period. iii. Inability to perform satisfactorily after receipt of order in case of successful bidder. Firms registered with NSIC/MSME are exempted from EMD, for which documentary evidence is to be submitted along with technical bid.
- 8. The Price bids shall be inclusive of all applicable taxes (except GST), incidental expenses and all other taxes and charges as may be applicable and are to be paid by the contractor for satisfactory completion of work and any claim for any extra payment on any such occasion shall not be entertained. It is explicitly made clear that even if the prices of material/labor goes up or for any reason, other than the revision of the minimum wages rates by the Central government, the cost of the project work increases, the Institute shall not be liable to pay any additional sum to the contractor. All statutory payments of Govt. duties such as ESIC/EPF etc. have to be borne by the contractor.
- 9. Under no circumstances contractor will be entitled to claim enhanced rates for any item in this contract (Other than the applicable minimum wages and taxes as notified by the government from time to time).
- 10. All the works are to be carried out as per relevant IS specification. The work is to be carried out as per requirements specified by IIIT Lucknow. All work shall be measured according to the rules of Indian Standard without reference to any local custom unless otherwise specified.
- 11. Deductions on account of Income tax as applicable from time to time will be made from all bills whether running or final and certificate of deductions will be given to the contractor.
- 12. The entire work shall be carried out under the supervision of the staff/person employed/deputed by IIIT Lucknow.

#### 13. The contractor is required to give 2 sets of uniforms to all the housekeeping staff.

14. The period of contract will be initially for a period of One Year. The work order will be issued for one year and after reviewing the performance of the contractor and the work, it may be extended for another six months or one year further at the sole discretion of IIIT Lucknow, subject to the satisfactory performance & mutual consent. The Rate/ Price quoted by the bidder must be inclusive of all taxes (except GST), duties and charges and shall be the same (including all other terms and conditions) till the completion of the Contract including the period of extension, if any.

#### 15. Eligibility Criteria

#### 1) Labour License

Labour license issued by state/central for engagement of casual labours.

#### 2) ESI & EPF

Bidder should have E.P.F. & E.S.I.C. Registration and the firm shall submit Self Certified copies of the same.

#### 3) Possession of Valid PAN & GST Registration

The Contractor should have a valid Income Tax Registration Number / PAN /GST Registration and other statutory requirements as per Rules in force.

[Mode of Proof: Copy of the PAN Card and GST Registration certificate to be produced]

#### 4) Experience

Should have carried out and completed similar works for a period of not less than 3 years.

## [Mode of Proof: Copy of agreement/ Work Order & completion certificate or any similar documentary proof]

- i) at least 1 Work of similar nature costing 80% of estimated cost **OR**
- ii) at least 2 Works of similar nature costing 60% of the estimated cost **OR**
- iii) at least 3 Works of similar nature costing 40% of the estimated cost.

"Similar Service" means the bidder should have the experience of having entered a contract for housekeeping services with Government/Semi-Government/Public Sector / National level educational institute like IIT, IIM, NIT, IIIT/ Universities/Banks/Public Limited companies/Educational Institute of repute.

#### 5) Turnover

Bidder should have annual turnover of Rs. 1.0 crore in each year during the last 03 years period.

[Mode of Proof: Annual Accounts duly certified by Chartered Accountant /Income Tax Returns. It shall be IIIT Lucknow's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof if required].

## SECTION-II GENERAL CONDITIONS OF CONTRACT

#### A. TECHNICAL DETAILS

#### 1. AREA TO BE COVERED

- a) Identified areas of Administrative cum Academic Block
- **b)** Hostel Block (Boys and Girls)

2. SCOPE OF WORK : As specified in Section-V

3. PERIOD OF CONTRACT : One Year

#### B. GENERAL CONDITIONS

- 1. The contractor should not sub-contract fully or partly the tendered work to any other person/firm/organisation.
- 2. The bidder must pay the minimum wages to their workers as per the central labour commission rules & regulation in force from time to time.
- 3. All the workers should be provided with uniform & Identity cards by the contractors.
- 4. The working timings to carry out various jobs shall be mentioned below with one weekly off.

#### **For Hostel Block:**

1<sup>st</sup> Shift - 06:00 Hrs. to 14:30 Hrs. (Including half-hour lunch break)

2<sup>nd</sup> Shift - 14:30 Hrs. to 23:00 Hrs. (Including half-hour lunch break)

#### For Administrative & Academic Block:

Timing: 06.30 Hrs. to 17:00 Hrs. (Including half-hour lunch break)

In addition to the weekly off, another 03 holidays declared by Central Government of India will also be available for the workers (26<sup>th</sup> January, 15<sup>th</sup> August and 02<sup>nd</sup> October). No other holiday except these mentioned above will be offered to the workers during the contract period. During weekly off/holiday, the reliever staff shall be provided by the bidder.

- 5. It will be the sole responsibility of the contractor to supervise the work carried out by the labourers.
- 6. Successful Bidder / bidder will be solely responsible for all statutory requirements and liabilities under various labour laws including workmen's compensation Act, Industrial disputes Act, Minimum wages Act, payment of Bonus Act, Factories Act, Contract Labour Act etc.
- 7. The various records maintained under various labour legislations, should be maintained and should be made available for scrutiny as and when required by the Institute or by any other Statutory Authorities.
- 8. The successful bidder should keep the muster roll and the same must be verified by Institute authorities.

- 9. The Institute reserves the right to terminate the contract without advance termination notice of three months for noncompliance/violation/contravention of any of the provisions of labour laws, non-implementation of court orders or orders from labour law authorities received from time to time.
- 10. The contractor shall be solely responsible for damages to Institute property and for any injury or loss caused to his/ her workmen. He/ She shall obtain necessary insurance from approved Insurance Company and IIIT LUCKNOW shall have no responsibilities/liabilities in this respect. The contractor shall indemnify IIIT LUCKNOW in respect of all expenses/loses arising out of damages to Institute property and due to any injury or loss caused to his workmen
- 11. In the event of failure to carry out the work assigned under the contract to the satisfaction of IIIT LUCKNOW, IIIT LUCKNOW reserves the right to get the work done through alternative sources at the cost and risk of the contractor.
- 12. All safety & security rules, regulations and practices prevalent in the Institute should be strictly followed by the contractor and contract labourers.
- 13. The contractor should abide by the rules, regulations, by laws, Statutes etc. made applicable by the Govt. /Semi-Government and other local authorities for execution of the tendered job.
- 14. The successful Bidder shall be solely responsible for the damage to the Institute property due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the agency.
- 15. The successful Bidder shall indemnify against any actions, awards, and proceedings, claims and demands that may be made against it due to any act, negligence, and default etc. made by the contractor or its workers. The successful bidder shall comply with labour license norms of/ with the Regional Labour Commissioner, Lucknow, w.r.t. the provision of service to IIIT LUCKNOW within one month of actual commencement of service.
- 16. If a contractor wishes to terminate the contract before the expiry, due to any reason, then the contractor should give three months written notice to the Institute. After such termination, the PBG amount will not be refunded to the contractor.
- 17. Details of the number of housekeeping workers to be initially deployed are as follows:

#### ➤ For Hostel Block-1:

1<sup>st</sup> Shift - 06:00 Hrs. to 14:30 Hrs. (**Male- 2 & Female- 1**) (Incl. ½ hours lunch break)

2<sup>nd</sup> Shift - 14:30 Hrs, to 23:00 Hrs. (**Male- 1 & Female- 1**) (Incl. ½ hours lunch break)

#### ➤ For Hostel Block-2:

1<sup>st</sup> Shift - 06:00 Hrs. to 14:30 Hrs. (**Male- 1**) (Incl. ½ hours lunch break)

2<sup>nd</sup> Shift - 14:30 Hrs. to 23:00 Hrs. (Male- 1) (Incl. ½ hours lunch break)

#### **➤** For Administrative cum Academic Block: (Male- 2)

Timing: 06.30 Hrs. to 15:00 Hrs. & 08:30 to 17:00 Hrs. (Incl. ½ hours lunch break)

#### **➢** One Supervisor: (Male- 1)

Timing: 09.30 Hrs. to 18:00 Hrs. (Incl. ½ hours lunch break)

The above requirement of manpower and timings may vary as per the actual requirement at the time of award of contract. As the Institute is in the establishment phase so whenever the area of building increases, the demand of the manpower may also increase. Accordingly, the bidder has to fulfill the increased demand of housekeeping manpower as and when required by the Institute during the period of contract.

- 18. The successful bidder shall have to comply with minimum wages as stipulated by Central Govt notification in force for the Zone containing Lucknow and other statutory dues as per rules/notifications etc. with regard to payment of wages to the personnel deputed at duty places for the above work. As and when the rates to minimum wages is increased/decreased by Central Govt, the successful bidder should inform Deputy Registrar/Finance Office of IIIT LUCKNOW regarding revision of rates to the tune of increase and decrease minimum wages and related statutory dues. IIIT LUCKNOW will not pay the statutory dues in advance and it shall be reimbursed only on submission of such proof of payment by the contractor/firm. Other statutory payment will be revised subject to production of notification/order etc, of the respective authority. All the revision will be subject to the approval.
- 19. The Institute or its representative may terminate the contract at its discretion, at any time, in case of unsatisfactory service and non-rectification of such deficiency, even after the communication from Office of the Deputy Registrar, IIIT Lucknow or any other Competent Authority.
- 20. If there is any damage to any part of the building, road, kerbs, fence, water pipes, cables, drains, electric or telephone posts or wires, trees, grass land or any cultivated ground contiguous to the premises upon execution of tendered work by the contractors' labourers, the contractor shall make good the same at their own expense and in the event of their refusing or failing to do so, the damage shall be repaired at their expenses by the IIIT LUCKNOW and such cost +25 % of such cost towards general supervision will be deducted from any sums, due to/which becomes due to the contractor.
- 21. The Contractor should engage the labourers aged between 18 and 50 years old. They should also provide proof of age if required for verification of Authorities. The persons engaged should be healthy and strong. No labour below the age of EIGHTEEN (18) shall be employed on the work.
- 22. The contractor will be liable and shall indemnify IIIT LUCKNOW against any liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of and in the course of or caused by carrying out the works and the contractor should give the ESIC benefit to the worker as per the Act of the Employee's State Insurance Corporation.
- 23. IIIT Lucknow, shall have right to deduct from the money due to the contractors any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from him or their wages which are not justified by their terms of the contract or non-observance of the regulations.

- 24. Under the provision of the Minimum Wages Act, 1948 and the minimum wages (central) rules, 1950 the contractor is bound to allow or cause to be allowed to the labourers directly employed in the works one day's rest for six days continuous work.
- 25. The contractor shall be primarily liable to all applicable statutory payments to be made under, and for the observance of the regulations without prejudice to the Institute's right to be indemnified from its contractor.
- 26. The tenderer should arrange cleaning equipment and tools in sufficient numbers at their own cost and they should keep them in good condition at site during the tenure of the contract under their supervision and at their own risk.
- 27. 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.

#### 28. Termination of Contract

- a. The competent authority of IIIT Lucknow accepting the tender may without prejudice to the right against the contractor in any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of contract and without prejudice to any rights or remedies under the provision of this contract or otherwise and whether the date of the completion has or has not elapsed by notice in writing, absolutely determines whether the contract can be terminated in any of the following cases:
- b. If the contractor has been given by Competent Authority of IIIT Lucknow, a 7 day's notice to rectify, reconstruct or replace any defective work and in the opinion of Competent Authority, that the contractor will be unable to complete the work and secure completion of the work by the date of completion.
- c. If the contractor, being a company pass a resolution or the court shall make order that company shall be wound up or any instructions are received from Income Tax department or any Government Organization.
- d. If the contractor commits breach of any of the terms and conditions of the contract.
- e. If the contractor becomes insolvent, when the contractor has made himself liable for action under any of the cases aforesaid. The Deputy Registrar on behalf of IIIT Lucknow shall take action as under:
- i. To terminate or annul the contract and upon such termination or rescission, PBG of the contractor shall be liable to be forfeited and shall be at disposal of IIIT Lucknow.
- ii. To carry out the balance work through another agency and recover the balance amount arising out of difference between the latter rate and former rate from the original selected bidder, from any amount payable to him including Earnest Money, any bills payable, PBG or any amount payable to him for any other work.
- iii. To take possession, of any tools, plants, materials and stores in or upon the work or site thereof belonging to the contractor and procured by the contractor and intended to be used for execution of work and given due credit while setting account or given requisite notice to remove all such materials failing which shall take action to either remove them from the

site of work at the contractor's expense or sell them by auction on account of contractor at his risk and cost.

- 29. Should any dispute arise between the Bidder and IIIT Lucknow which cannot be resolved amicably through mutual negotiations, the same shall first be resolved through Arbitration, failing which in a Court of competent jurisdiction based in Lucknow irrespective of the locus of the dispute.
- 30. Conditional tender will be rejected without assigning any reason.
- 31. The contractor, his agents, representative, workmen etc. shall strictly observe the orders pertaining to fire precautions prevailing within the restricted areas.
- 32. The contractor should pay ESI and EPF contribution against the workers engaged by him and challans should be submitted along with the monthly bills for release of payment.
- 33. The indemnity bond and promissory note will be required to be submitted by the contractor for secured advance if any.
- 34. No mobilization advance will be given to the contractor.
- 35. If the contractor violates security rules and regulations of the Institute, a penalty of 0.50% of the work order amount will be recovered from their dues.
- 36. IIIT Lucknow reserves its rights to divide the work among different agencies or not to execute any items in the schedule of work or to call any agency for negotiation without assigning any reason and without giving any reference to anybody and also to divide the work among two or more agencies.
- 37. No work will be sublet to any other agency and if found, the said agency will be black listed by intimating to the other organization.
- 38. The bidder should quote his offer in terms of percentage value of service charge. He should not quote his offer anywhere directly or indirectly in Technical Bid envelope. The tender shall be unconditional.

I say and declare that I will carry out the work as per the conditions of contract attached to the said tender.

#### SECTION-III TERMS OF PAYMENT

- 1. No advance payment against ensuring up-keeping bills will be made under any circumstances.
- 2. Monthly bill will be paid on the basis of number of labourers engaged and as per scope of work and amount of incomplete work will be deducted from the total monthly bill as specified in section-VI, Details of Penalties.
- 3. The contractor shall submit bills in respect of the services rendered by him on calendar month basis with daily & monthly report in the prepared format duly signed by the respective department representative along with copies of salary paid Register, Attendance Sheet and E.P.F., ESIC and any other Tax (if applicable) amount paid bank challans.
- 4. Contractor should deposit the ESIC, Employee Provident fund contribution & any other tax (if applicable) to the concerned office separately for those workers engaged in IIIT Lucknow site and the said statement should be submitted along with bill to Institute.
- 5. Income Tax will be recovered at the prevailing rates from the bills payable to the contractor.
- 6. Wages of labourers shall be paid by A/c payee cheques through bank/RTGS/NEFT and necessary bank statement &photocopy of pay slip of each labourer shall be produced to Institute along with bill if required by IIIT Lucknow.
- 7. Water & Electricity will be provided free of cost by the Institute.
- 8. In the event of any dispute over this contract, IIIT Lucknow's decision shall be final and binding.

#### SECTION-IV Special Conditions for Labour Contract

- 1 The contractor shall follow the rules and regulations of the Contract Labour (Regulation & Abolition) Act 1970 and rules 1971.
- 2 The Contractor shall provide EPF & ESIC facility to the labourers as provided in the Act.
- 3 The Contractor shall follow the minimum wages Act of the Central Govt.
- 4 The Contractor shall disburse salary to the labourers on or before 7<sup>th</sup> of every month.
- The salary shall be paid through online transfer or in the form of A/C payee cheque and disbursement details shall be submitted to IIIT Lucknow.
- 6 Every month, the copy of the salary register shall be submitted before release of payment to the contractor.
- 7 The Contractor shall adopt all safety measures on site / office.
- 8 The Contractor shall provide all required tools to the labourer on the date of commencement of the contract.
- 9 As per Bonus Act 1965 & its amendment & the notification published in the Gazette of India, New Delhi on 27th Oct. 2007, contractor is required to make payment of bonus to the labourers from its profit. Institute will not reimburse bonus amount to the contractor.
- 10 Details of EPF contribution and ESIC contribution paid by the contractor in respect of his labourers are required to be submitted before the release of second RA bills and if the contractor fails to do so, recovery of the EPF and ESIC contribution will be done from their RA bill amount and will be credited to the EPF and ESIC accounts of the Labourers directly by the Institute.
- 11 IIIT Lucknow reserves its rights to entertain complaints of labourers, to investigate into the matters and if labourer's claims are found to be Correct, the said amount will be adjusted through RA Bills / PBG of the contractor and to release the said payment to the labourer.

#### SECTION-V SCOPE OF WORK

#### **DAILY CLEANING**

- 1. Sweeping of front road entrance, removal of paper, plastics, from the area between the wings and around the hostels & removal of mud, silt, all types of waste material and unwanted material from the location & its disposal at given location before 08:30 a.m. every day. Wherever possible, the automatic machines/devices shall be used for cleaning/sweeping/mopping etc. and the same shall be provided by the bidder at its own cost.
- 2. Sweeping and mopping of floors, and locations detailed at Section II, Point A (1) with floor cleaner & disinfectant (dilution of material as prescribed on packing).
- 3. Collection & segregation of waste (biodegradable, recyclable and other material) from all dustbins in veranda/corridors, offices, lounges, etc twice a day (morning in between 8:30 a.m. to 9:30 a.m. & afternoon 2:00 p.m. to 4:00 p.m.) and storage or disposal at given location as per direction of Institute representative.
- 4. Sweeping, mopping with floor cleaner & disinfectant and removal of mud, silt, all type of waste & unwanted material from all staircases, verandas & Corridor floor once a day.
- 5. Cleaning of all Toilet blocks floor, dado, glasses, door panel, window panels, mirror and plumbing fixtures, Urinals, Washbasin and W.C. pans **four times a day (Between 6:00 A.M to 10:00 P.M.)** with toilet cleaner as per time schedule.
- 6. Cleaning and removal of chock-up of toilets, Nahani trap, W.C., Urinals, washbasin, drainage lines, chambers and main chamber. No water-logging should be there in the toilet areas. Clear draining of water and excreta/urine is to be maintained. Drainage systems are to be kept operational and checked every day. In case of blockage clearing/repair/unblocking, should be done immediately. Removal of Drainage blocks/ Choke-up in sewage lines and manholes to be done on occurrence.
- 7. Cleaning of water cooler & its surrounding area twice a day with spiral in between 9:00 a.m. to 11:00 a.m. and 2:00 pm to 4:00 p.m.
- 8. Cleaning of chairs, tables & other furniture, office with clean wet, clean cloth.
- 9. Cleaning of all staircases & Veranda/Balcony railings with wet & dry floor duster.
- 10. Continuous dry mopping in all corridors & connected area.
- 11. Stop the entry of stray animals in the IIIT Lucknow premises and cleaning of dust made by them on floor with disinfectant.
- 12. Shifting of mattress, furniture (chairs, table, cots, cupboard etc.) & collected unwanted materials inside the Hostel or anywhere in the campus as per as per direction of IIIT Lucknow.
- 13. Cleaning of each and every room and bathroom every day in hostel(s).

#### **WEEKLY CLEANING:**

- 1. Hard cleaning of all toilets blocks floor, dado, glasses, door & window panels, mirror plumbing fixtures, W.C. pans, Urinals and Washbasin, piping, Hand rails and cobweb removal with required sanitary materials & High pressure cleaner, floor scrubbing & hand scrubbing machine (preferably every Saturday).
- 2. Unwanted material and solid waste collection from building surroundings up to the fence and disposal at given location.
- 3. Removal of old Sani cubes & Naphthalene ball from Urinals & washbasins. Checking & putting 2 Nos. Naphthalene balls & 1 No Sani cubes in each urinal & washbasin.
- 4. Every Saturday sweeping & mopping of floor with disinfectant (As per dilution prescribed on material packing), cobweb removal, furniture cleaning, cleaning of window glass panels & door panels from inside & outside of all rooms.
- 5. Washing of all dustbins from the corridor/ Offices with disinfectant and cleaning material.
- 6. Removal of cobwebs from all wings at all heights in the corridor, staircase, verandas, foyer, lounge, offices, Class rooms, open spaces etc.
- 7. All flooring has to be scrubbed, washed & cleaned by floor scrubbing machines, wet & dry vacuum cleaner, & liquid floor cleaner as per dilution factors given on branded items.
- 8. Cleaning of storm water drains by flashing with water and removing the waste material from it & disposing it as per directions of IIIT Lucknow.
- 9. Removal of cobweb from all wings at all heights from outside the Hostel building.
- 10 Cleaning & wiping of tube lights, fans & exhaust fans.
- 11. Cleaning of electrical fittings, electrical panel from outside & the area behind the electrical panel.
- 12. Cleaning of plinth protection from building surrounding inside the compound and removal of wild growth from plinth protection.
- 13. Cleaning of all glass panels with glass cleaning agent from inside & outside.
- 14. Cleaning of all open areas in the Campus or any other work specifically instructed by the Deputy Registrar or any other Authority of IIIT Lucknow.

### SWEEPER – All duties as per their contract and the following listed below:

- 1. Shifting of furniture if any, as per directions of the Authority of IIIT Lucknow.
- 2. Sweepers should not leave allocated premises and should bring food etc. with them
- 3. Sweeper should not be doing any private work like washing clothes etc. during duty hours.

## SECTION-VI DETAILS OF PENALTIES

Sl. No.	Default	Penalty
1	Failure to maintain sanitation and cleanliness and failure	Rs 500 per day for each toilet blocks
	to dispose waste/littering in or around the toilet	
	Blocks	
2	Choked sewer connections resulting into water logging	Rs.1000 for 1st day and
	stagnation	Rs.1500 for subsequent days.
3	Employees not wearing uniform	Rs 50 per day per person
4	Employees absent from duty as per Section II (Clause	Rs 500 per day per staff
	19)	
5	Failure to keep the site clean	Apart from the penalty prescribed, the
		Deputy Registrar/authorized official
		shall have the right to get this work
		done at the cost of the agency either
		departmentally or through any other
		agency. The expenses so incurred
		would be intimated to the agency by
		IIIT Lucknow and the requisite
		amount would be deducted from the
		monthly bills of the agency for the
		Services rendered by it.

#### **BID OPENING & EVALUATION PROCEDURE**

- (a) The financial bids (Price Bid) of only those bidders whose Technical Bids are qualified, shall be opened. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders through e-mail/Institute website.
- (b) After opening of the Technical Bids and verifying of the Tender Processing Fee, Tender documents and EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the essential criteria as specified in the Tender Document.
- (c) Bids shall be declared as Valid (In the Race) or Invalid/Rejected (Out of Race) based on the preliminary scrutiny, i.e. verification of EMD, Minimum service tax clause &tender processing fee, etc. However, detailed evaluation shall be done only in respect of Valid Bid.

# TECHNICAL BID EVALUATION& CLARIFICATION ON TECHNICAL BID EVALUTAION.

- a) The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing through e-mail.
- b) If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- c) Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

#### **TECHNICAL BID EVALUATION (SEGREGATED TYPE)**

- a) The Client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
- b) Bidder shall submit all desired documents as stated in the tender documents. Non- compliance may invite summarily rejection of the tender.
- c) A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures as above. The technical bid not meeting the Essential criteria/minimum or any other requirements as per the tender documents shall be rejected and their financial proposals will be unopened.
- d) The bidder who qualified in the technical evaluation stage shall be intimated for opening of financial bids. Client shall intimate the qualified bidders, the date & time for the financial Bid opening on the E-mail/ Institute website.

#### FINANCIAL BID (PRICE BID) OPENING PROCEDURE

- a. The Financial Bids of all the technically qualified Bidders shall be opened on/after the notified date and time on e-mail/Institute website. Representatives of technically qualified bidders are allowed to be present during the financial bid opening.
- b. Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained below.

#### **FINANCIAL BID (PRICE BID) EVALUATION**

- a) 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 shall be considered for the award of bid.
- b) If there is a discrepancy between words and figures, the amount in words shall prevail.
- c) Freak rates quoted, if any will be dealt as per Institute laid down policy.
- d) Details of Expenditure vis-a-vis Service Charges with a view to prevent instances, 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.
- e) 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.
- f) Bids will be evaluated for compliance with the statutory provisions like Minimum Wages Act, ESI Act, EPF 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.
- g) 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-VII FORMS

#### 1. FORM OF TENDER

# To The Deputy Registrar

Indian Institute of Information Technology Lucknow Chak Ganjaria (C.G City), Lucknow-226002

Sir,

- Having perused the Scope of tender for Providing House Keeping Services at IIIT Lucknow And we, the undersigned submit our offer to IIIT Lucknow and hereby specifically undertake to do the following should our tender-bid be accepted.
- We hereby undertake to furnish an Initial PBG in the manner set-forth in the "Instruction to Bidders" and to commence the work at site within 30 days from the date of issue of the work order.
- We undertake to enter into and execute an agreement with IIIT Lucknow in the prescribed format in accordance with the conditions of Contract within 15 days from the date of issue of the work order.
- 4 Unless and until a formal agreement is prepared and executed, our tender-bid together with IIIT Lucknow's written acceptance thereof, shall constitute a binding Contract between us.
- We shall and hereby undertake to abide by the terms and conditions of this tender for a period of 120 days from the day of opening of the Tender-Bids. We shall if so required, extend the validity of the offer for such period as may be mutually agreed upon.
- We further agree that in the event of our withdrawing our tender-bid prior to the receipt of the final decision from IIIT Lucknow or in the event of our failing to furnish the PBG, in such form as prescribed in this Tender or in the event of our tender-bid being accepted and we fail to execute an agreement in the prescribed format within 15 days from the date of issue of work order to commence work, then the EMD submitted along with our tender-bid shall stand forfeited without requiring the performance of any further act whatsoever by IIIT Lucknow.

- 7. We are aware and acknowledge that IIIT Lucknow is not bound to accept the lowest or any tender that IIIT Lucknow may have received.
- 8. Should our tender-bid be accepted, we find ourselves to be wholly and solely responsible for the due performance of the Contract.
- 9. Should our tender-bid be accepted, we undertake to perform the work of tender for Providing House Keeping services at IIIT Lucknow at the price quoted in the Tender-bid during the stipulated Contractual period of one year from the date of the execution of the Contract and shall strictly abide by the conditions of the Tender.

Signature in the capacity of duly authorized to sign the tender-bid for and on behalf of
(IN BLOCK CAPITALS)
WITNESS
(1)
(2)
Address

## 2. FORM OF POWER OF ATTORNEY

POWER OF ATTORNEY
To whom so ever it may concern
Mr. /Ms (Name of the person along with
father/husband's name, residing at
(Designation and name of the Firm/Company), and whose specimen
signature is attested below, is hereby authorized on behalf of
(Name of the
Firm/Company) to provide information and respond to enquiries etc. for Providing House Keeping
services at IIIT Lucknow. The said Mr./Msis hereby further
authorized to sign and submit relevant documents on behalf of the Firm/Company in respect of the
above.
above.
(Attested signature of Mr. /Ms)
For(Name of the Firm/Company)
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Attested by Notary Public

Dated: .....

Tender No.: IIITL/TENDER /Housekeeping Services/01/2020

Date: 27/04/2020

# Section-VIII TECHNICAL BID

(First sheet shall be on the letter head and All pages have to be authenticated at the bottom)

1.	whether	the bluder has obtained Labo	our incense issu	ed by Central/State Govern	Yes
	a. Mod	e of proof enclosed:			/No.
	b. Avai	ilable at which page number of	of Bid Docume	ent:	
2.	E.P.F. re	egistration & ESIC registratio	n.		
	a. Mod	le of proof enclosed:			Yes /No
	b. Avai	ilable at which page number	of Bid Docume	ent:	
3.		f "Providing Similar Services" least three similar services		•	•
	SI. No.	Name, Address &Contact No. of the Client for whom the work was carried out	Value of the work	Mode of proof enclosed	Available at which page no. Of the bid Document
	1.				
	3.				

(b) **At least two similar services** for the value of 60 % of the estimated cost each:

Sl. No.	of the	e, Address & Contact No. c Client for whom the was carried out	alue Ethe rk	Mode	of proof enclosed	which Of	ilable at n page no. the bid ccument
1.							
2.							
3.							

(c) **At least one similar services** for the value of 80 % of the estimated cost each: -

Sl. No.	Name, Address & ContactNo. of the Client for whom the work was carried out	value of the work	Mode of proof enclosed	Available at which page no. Of the bid Document
1.				
2.				
3.				

4. Average annual turnover for the last 03 years i.e. 2016-17, 2017-18 and 2018-19.

Financial Year	Turnover in Rupees (Rs. In Lakhs)	Page number of document
2016-17		
2017-18		
2018-19		

5. Whether the Bidder have a valid Income Tax Registration Number / PAN, GST Registration and other statutory requirements as per Rules in force –

YES / NO

- a. Mode of proof enclosed:
- b. Available at which page number of Bid Document:
- 6. Whether the Bidder has been attached EMD for an amount of Rs 72,000/- 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.

YES/NO

- a. Mode of proof enclosed:
- b. Available at which page number of Bid Document:

7. Whether the Bidder has been debarred or black listed by any Government Department / agency in the past 03 (three) years on account of fraudulent or corrupt practices or inefficient/ineffective performance?

Yes / No

8. Whether the bidder inspected the site. If so, date and time of inspection of site: Yes / No

#### **Declaration**

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.

Date:

**Signature with Seal of Authorized Signatory:** 

Place:

Tender No.: IIITL/TENDER /Housekeeping Services/01/2020

Date: 27/04/2020

#### Section-IX FINANCIAL/PRICE BID

#### Part- 'A'

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 of Housekeeping manpower mentioned in the tender document 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, etc 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 "Housekeeping staff" shall be as per rules of "The Minimum Wages Act 1948" applied for Central Government.
- 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

## FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(Section-X)

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT LUCKNOW OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT LUCKNOW)
To.

The Deputy Registrar,

Indian Institute of Information Technology, Lucknow 226002

#### **LETTER OF GUARANTEE**

WHEREAS Indian Institute of Information Technology, Lucknow (Buyer) has invited tender
vide Tender No. IIITL/TENDER /Housekeeping Services/01/2020 dated 27/04/2020 for
Housekeeping Services at IIIT-Lucknow AND WHEREAS the said tender document
requires that eligible successful bidder (seller) wishing to
supply the Item(s) etc. in response thereto shall establish an irrevocable Performance Bank
Guarantee in favour of "Indian Institute of Information Technology, Lucknow" in the form of
Bank Guarantee for Rs
(10% of the contract value) and the Performance Bank Guarantee shall remain
valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the
seller, including warranty and AMC obligations from the date of issue of Performance Bank
Guarantee and the eligible successful bidder (the seller) shall submit the same within 30 (Thirty) days
from the date of Award of Contract.
NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) fails to
abide by any of the conditions referred to in tender document / Award of Contract / performance of
the equipment / machinery, etc. this Bank shall pay to Indian Institute of Information Technology,
• • • • • • • • • • • • • • • • • • • •
1 , 1
This Bank further agrees that the decision of Indian Institute of Information Technology,
Lucknow (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the
conditions referred in tender document / Award of Contract shall be final and binding.
We, (name of the Bank & branch) hereby further agree that the
Guarantee herein contained shall not be affected by any change in the constitution of the bidder
(Seller) and/ or Indian Institute of Information Technology, Lucknow (Buyer). Notwithstanding
anything contained herein:
1. Our liability under this Bank Guarantee shall not exceed Rs(Indian
Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and
only if IIIT Lucknow serve upon us a written claim or demand on or
before(date). This Bank further agrees that the claims if any, against this
Bank
Guarantee shall be enforceable at our branch office at situated
at
(Address of local branch).
Yours truly,
Signature and seal of the guarantor: Name of Bank:
Address