

Online Bids

are invited for

Supply of Manpower

in

Indian Institute of Technology (BHU) Varanasi

Tender No.: IIT (BHU)/Admin/2020-21/01

Bid Submission Start Date: 29.09.2020, 16:00 Hrs.

Bid Submission End Date: 20.10.2020, 15:00 Hrs.

Pre- Bid Meeting Date: 13.10.2020, 12:00 Hrs.

Technical Bid Opening Date: 22.10.2020, 16:00 Hrs.



Indian Institute of Technology (Banaras Hindu University)

Varanasi – 221005 (UP) India

Tele: 0542-2367780, email: registrar@itbhu.ac.in

Website: www.iitbhu.ac.in

CONTENTS OF TENDER DOCUMENT

Supply of manpower in IIT(BHU), Varanasi

| Section | Description | Page No. |
|----------------|--|-----------------|
| I | Notice Inviting E-Tender | 3-4 |
| II | Instructions for online bid submission | 5-7 |
| III | Instructions to bidders | 8-12 |
| IV | Introduction | 13 |
| V | Definitions | 14-15 |
| VI | Details of Service of Manpower Requirement | 16 |
| VII | Scope of Work | 17-18 |
| VIII | Minimum Eligibility required for bidding | 19-21 |
| IX | Proforma for Technical and Financial Bids | 22-25 |
| X | Evaluation Scheme | 26-27 |
| XI | General Conditions of Contract | 28-34 |
| XII | Service Level Agreement | 35-38 |
| Annexure I | Format for Performance Bank Guarantee (PBG) | 39-41 |
| Annexure II | Bid Submission | 42 |
| Annexure III | Technical Compliance Statement | 43 |
| Annexure IV | Affidavit regarding Blacklisting/ Non- Blacklisting from Taking Part in Govt./PSU/CAB Tender | 44 |

SECTION I

(NOTICE INVITING E-TENDER)

1. On behalf of the Director, IIT (BHU) Varanasi, online tender from eligible, experienced and financially sound Companies/Firms/Agencies for supply of manpower to the Hostels/ Departments/Centres/Units and other specified places of the Institute premises, is invited.
2. Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> or IIT(BHU) website <https://www.iitbhu.ac.in/tenders>.
3. Bidders can access tender documents on the CPP Portal. They are required to select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the time schedule given in this tender document. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.
4. Bidders are advised to go through instructions provided at “Instructions for online Bid Submission”. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. The bidder should go through the tender documents/instructions carefully before submitting/uploading the bids.
5. No bid will be accepted manually. All bids (both Technical and Financial) should be submitted on the E- procurement portal on <http://eprocure.gov.in/eprocure/app> or before the last date as specified in critical data sheet. Further, all communications should be addressed to The Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P.
6. The Institute shall not be responsible for any delay in submission of online Bids. The Institute reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. Institute’s decision in this regard shall be treated as final. No correspondence in this regard will be entertained. Further, the Earnest Money shall be forfeited, if it is found at any stage that information/particulars given by bidder are false.
7. A Demand Draft/Banker’s Cheque for an amount of Rs. 2000/- (Rupees Two Thousand only) { plus 18% GST } (non-refundable) from Nationalized/ Scheduled bank drawn in favour of “Registrar, IIT (BHU)” payable at Varanasi has to be submitted offline and addressed to the Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P. (Scanned copy of DD/Cheque in .pdf format to be uploaded online) towards tender processing fee failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Draft / Banker’s Cheque submitted.
8. The Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakh only) shall be submitted offline in the form of Demand Draft drawn on Nationalized/ Scheduled bank in India in favour of “**Registrar, IIT (BHU)**” payable at Varanasi and be sent to The Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P. (scanned copy of DD/Cheque in .pdf format to be uploaded online). Earnest Money will be refunded to unsuccessful bidders after finalization of the contract. After award of contract, the Company/Firm/Agency has to deposit **Rs. 30,00,000 (Rupees Thirty Lakhs only) or 25 % of the proposed gross annual value of the bid, whichever is higher** as performance security deposit. Performance security will remain valid for 2 months beyond the date of completion of all contractual obligations.
9. Conditional bids shall not be considered and will be rejected outrightly.

10. The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by a Committee constituted for the purpose. No bidder will be allowed to withdraw its bids after opening of technical bids. If any bidder intends to withdraw after opening of technical bids, its EMD will be forfeited.

11. The Institute reserves the right to reject any or all the bids submitted by the bidders at any time or relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.

12. Any subsequent Updates, Addendums, Corrigendums etc., if any, will be published only on the website <http://eprocure.gov.in/eprocure/app> and www.iitbhu.ac.in. All bidders are required to regularly check the websites for any update(s).

CRITICAL DATA SHEET

| | |
|---|---|
| Date of Issue/Publication of E-Tender Notice | 29.09.2020 (16:00 Hrs) |
| Bid Document Download Start Date | 29.09.2020 (15:00 Hrs) |
| Last Date and Time for submitting e-mail queries regarding technical specifications and other conditions of tender document | 08.10.2020 (17:00 Hrs) (Kindly note that all queries are to be sent on the e-mail address given at the last row of this sheet. No e-mail queries shall be entertained after the aforementioned date and time.) |
| Pre-Bid Meeting Date, Time & Venue (All E-Mail queries received shall be discussed in the Pre-Bid Meeting in the presence of Prospective Bidders) | 13.10.2020 (12:00 Hrs.) |
| Bid Document Download End Date | 20.10.2020 (15:00 Hrs.) |
| Last Date and Time for Uploading of Bids | 20.10.2020 (16:00 Hrs.) |
| Technical Bid Opening Date | 22.10.2020 (16:00 Hrs.) |
| Tender Processing Fees (Non Refundable) | Rs.2,000/- {Plus 18% GST} |
| Earnest Money Deposit | Rs.2,00,000/- |
| Address For Communication | Registrar, Indian Institute of Technology (BHU) Varanasi – 221005, U.P. Email: registrar@itbhu.ac.in |
| Contract Duration | Initially for one year (Extendable for next year on satisfactory performance to be reviewed and assessed at the end of every year) |

Sd/-
Registrar,
Indian Institute of Technology
(Banaras Hindu University),
Varanasi – 221005,
E-mail: registrar@itbhu.ac.in

SECTION II

INSTRUCTION FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant only to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information for submission of online bids on the CPP Portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

1.Registration

- 1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. **Enrolment on the CPP Portal is free of charge.**
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / n-Code / e-Mudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 1.6 Bidder has to logon to the site through secured log-in user ID & password and the password of the DSC / e-Token.

2. Searching for Tender Documents

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tender” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Preparation of Bids

- 3.1 Bidder should take into account any corrigendum published, if any in respect of the tender document before submitting their bids.
- 3.2 Bidder, in advance, should be ready for the bid documents to be submitted as indicated in the tender document / schedule as PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Documents Comprising the Bid

The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” to be prepared by the Bidder shall comprise the following:

A) Techno – Commercial Bid (Un-priced Bid): [Upload online scanned copies in PDF format]

- i) Scanned copy of Bid Security (EMD) & Tender Fee.
- ii) Scanned copy of Technical Bid (proforma given in Section – IX and other documents.
- iii) Scanned copy of PAN Card, GST registration & National Electronic Fund Transfer Form (NEFT).
- iv) Scanned copy of documents mentioned in Eligibility Criteria as per Section-VIII & IX.
- v) Scanned copy of other relevant documents.

B) Price Bid: [Upload online in prescribed PDF format as per Bidding Document]

Price Bid duly filled up with all the details as per Section-IX.

It is the responsibility of Bidder to go through the Bidding Document to ensure submission of all required documents.

All pages of the Bid should be numbered and indexed.

The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement shall be liable to be ignored and rejected.

Note: All documents should be submitted in PDF format.

4. Submission of Bids

- 4.1 Bidder should logon to the site well in advance for bid submission so that he/she upload the bid in time, i.e., on or before the bid submission date. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Once the details have been completed, the bidder should submit it online. If the format of financial bid is found to be modified by the bidder, the bid will be rejected.

- 4.4 The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.5 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption for sensitive fields is done.
- 4.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.7 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.8 Kindly submit scanned PDF of all relevant documents.

5. Assistance to Bidders

- 5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact numbers for the helpdesk are 0120-4200462, 0120-4001002, 0120-4001005 and 0120-6277787.

6. General Instructions to the Bidders

- 6.1 The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app.in>. In the Technical Bids, the bidders are required to upload all the documents in **pdf format only**.
- 6.2 Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 6.3 Bidders are advised to follow the instructions provided in the Instructions to the Bidder for the submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.
- 6.4 Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and www.iitbhu.ac.in **shall not tamper/modify the tender form including downloaded price bid template in any manner**. If the same is found to be tampered/ modified in any manner, tender will be completely rejected and Bid Security (EMD) would be forfeited.

SECTION III

Instructions to Bidders

1. Scope of Work

Scope of work is provided in Section VII of this document.

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute will, in no case, be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

3. Tender Processing Fee

The tender processing fee (Rs. 2000/-) {plus 18% GST}(non-refundable) from Nationalized/ Scheduled bank drawn in favour of “ Registrar, IIT (BHU)” payable at Varanasi has to be submitted offline (Scanned copy of DD/Cheque in .pdf format to be uploaded online) towards tender processing fee failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank draft / Bankers Cheque.

4. Earnest Money Deposit (E.M.D.)

The Earnest money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakh only) shall be payable in the form of Demand draft drawn on Nationalized/ Scheduled bank in India in favour of “ Registrar, IIT (BHU)” payable at Varanasi. Earnest Money will be refunded to unsuccessful bidders after finalization of the contract.

5. Content of Bidding Documents

5.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents.

In addition to Invitation of Bids, the bidding documents shall include:

- (a) Instructions for Online Bid Submission
- (b) Instructions to Bidders (ITB);
- (c) Introduction
- (d) Definitions
- (e) Details of Requirement
- (f) Scope of Work
- (g) Minimum eligibility criteria required for bidding
- (h) Proforma for Technical & Financial Bids
- (i) Evaluation Scheme
- (j) General Conditions of Contract (GCC);
- (k) Service Level Agreement

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information sought by the bidding documents or submission of a bid not responsive to the bidding requirements in every respect will be at the Bidder's risk and may result in rejection of bid.

6. Amendment of Bidding Documents

- 6.1** At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 6.2** In order to facilitate prospective bidder's reasonable time within which the amendment, if any, may be accounted in preparing their bids, the Institute, at its discretion, may extend the deadline for the submission of bids.

7. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in English language.

8. Documents Comprising the Bid

8.1 Techno commercial un-priced bid and priced Bids:

The bids are to be uploaded in two parts in .pdf format i.e. Techno commercial un-priced bid and priced Bids.

- (a) Techno commercial un-priced bid shall be submitted through CPP Portal. If the proof of Tender Processing Fee & EMD is not uploaded along with the technical bid, such bid will not be considered.
- (b) Priced bid.

8.2 Techno commercial un-priced bid:

Proforma for techno commercial un-priced bid is given at Section IX.

8.3 Price Bid

The price bid shall comprise the techno commercial bid along with the price component indicating the prices for each and every item. The scanned copy of completely filled financial bid in the proforma provided at Section IX is to be uploaded in .pdf format.

- (a) The prices quoted must be net per unit as shown in the Section IX.
- (b) Bidders quoting less than 5.0% Service Charge may not be considered for further evaluation. The Minimum Service Charge of 5.0% has been arrived at giving consideration to deductions on account of TDS; cost of two sets of uniform, one pair of shoes, stationery, accounting and administrative charges, cost of recruitment process etc. along with suitable profit thereafter to the prospective bidders.
- (c) This has been decided as the Institute as Principal Employer, has the responsibility to ensure that unduly lower rate of Service Charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from workers, etc. thereby affecting the performance of the workers.
- (d) 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.

- (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) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the higher price quoted will be treated as final.
- (g) The prices once accepted by the Institute shall remain valid till the successful expiry of the contract period and the work fully effected and accepted or **12 months** from the date of acceptance of contract whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties/taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.

9. Bid Currencies

Prices shall be quoted in Indian Rupees only.

10. Period of Validity of Bids

10.1 Bids shall remain valid for **180** days after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive.

10.2 In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify the bid.

10.3 Financial Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

11. The tender has to be submitted ONLINE before the due date. The offers received after the due date and time will not be considered. **Manual submission of bids will not be considered.**

12. Deadline for Submission of Bids

12.1 Bids must be received ONLINE not later than the time and date specified in the Invitation for Bids.

12.2 The Institute may, at its discretion, extend this deadline for submission of bids by amending the bid.

13. Late/Delayed Bids

The offers received after the due date and time will not be considered.

14. Modifications and Withdrawal of Bids

14.1 The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.

14.2 No bid may be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.

14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder in the bid form. Withdrawal of a bid during aforementioned interval may result in the Bidder's forfeiture of its EMD.

15. Opening of Techno commercial un-priced Bids

All techno commercial un-priced bids will be opened in the first instance.

16. Clarification of Bids

16.1 During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

16.2 No Bidder shall contact the Institute authority on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.

16.3 Any effort by a Bidder to influence the Institute's authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

17. Evaluation of Techno commercial un-priced Bid

17.1 Prior to the detailed technical evaluation, the authority of the Institute will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential criteria. If any bidder does not meet the essential criteria as laid down in this bid document, then his bid will be rejected. No document will be accepted in support of essential criteria after the last date of submission of bids.

17.2 The bidders short-listed by the Institute based on meeting the essential criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

18. Opening of Price Bids

18.1 Price Bids of only those bidders who meet the essential criteria and whose techno commercial un-priced bids have been found to be eligible and substantially responsive will be opened.

18.2 The price Bids of the technically qualified bidders shall be opened in the presence of the tender committee.

19. Evaluation and Comparison of priced Bids

19.1 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not correct the errors, its bid will be rejected.

20. Institute's right to accept any bid and to reject any bid or all bids

The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any

liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Institute's action.

21. Award Criteria

The Bidder/Company/Firm/Agency achieving the highest combined technical and financial score after giving weightage as mentioned in Section X will be declared qualified.

22. Notification of Award

Prior to the expiry of the period of validity, the authority of the Institute will notify the successful Bidder in writing by e-mail, to be confirmed in writing by e-mail/speed post or hand delivered letter, that its bid has been declared qualified.

23. Fall clause

23.1 The price quoted by the bidder should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the bidder for stores of the same nature, class or description to any other procuring entity.

23.2 The price charged for the stores supplied under the contract by the Company shall in no event exceed the lowest price at which the Company sells the stores of identical description to any other person during the period till performance of all contractual obligation placed during the currency of the contract is completed. If at any time during the period the Company reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Institute and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

23.3 If it is discovered that the Company has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the Institute to (a) revise the price at any stage so as to bring it in conformity with sub-clause (23.1) above, or (b) to terminate the contract with recovery of loss.

SECTION IV

Introduction

Indian Institute of Technology (BHU), an Institute of National Eminence under the Ministry of Human Resource and Development, Government of India requires the services of a reputed, well established and financially sound Company/Firm/Agency for **Supply of Manpower** to the Hostels, Departments/Sections/Units and other specified places of the Institute premises.

A pre-bid meeting with the prospective bidders will be held on **13.10.2020, 12:00 PM** to apprise the bidders about the expectations of the Institute and to familiarize them with the scope of work and obligations in the proposed contract. The prospective bidders, desirous to bid, should visit the Institute and acquaint themselves with the scope and schedule of work, supervision and commitment needed on or before the date set for the pre-bid meeting.

SECTION V

Definitions:

1. “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
2. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘Service Provider’ in certain contexts) means any eligible firm or company or agency participating in a procurement process/work contract offering with a Procuring/Entity;
3. “(Standard) Bid(ding) documents” (including the term ‘tender (enquiry) documents’ or ‘Request for Proposal Documents’ – RfP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid;
4. “Bid security” (including the term ‘Earnest Money Deposit’(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;
5. “Competent authority” means the officer(s) who finally approves the decision.
6. “e-Procurement” means the use of information and communication technology (especially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non discriminatory and efficient procurement through transparent procedures;
7. “Notice inviting tenders” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;
8. “Outsourcing of Services” means deployment of outside agencies on a sustained long term (for one year or more) for performance of other services which were traditionally being done in-house by the employees of Organisation (e.g. Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Guest Houses, Cleaning/Housekeeping Services, .Errand/Messenger Services and so forth).
9. “Procurement Contract” (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Contract for other services’ under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, Service Provider or Company/Firm/Agency on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.

10. “Service” is defined as any subject matter of procurement other than goods or works, except those incidental or consequential to the service and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

SECTION VI

Details of Manpower Requirement:

1. Supply of manpower of the Hostels, Departments/Centres/Units and other specified places of the Institute premises.
2. Requirement of following minimum manpower to be deployed for providing the service:

| <i>Sl. No.</i> | <i>Description</i> | <i>Qualification</i> | <i>Department/Section</i> | <i>Approximate Number</i> |
|----------------|----------------------|--|--|-------------------------------|
| 1 | Skilled* | 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. OR Degree/Diploma in appropriate discipline with at least six months experience in any organization. | For various Department / Section / Unit / Office | Skilled: 50 Unskilled: 110 |
| 2 | Semi-Skilled* | Intermediate or equivalent with relevant skill/training supported by certificate. | | |
| 3 | Unskilled* | Intermediate or equivalent which may be relaxed on the basis of skill/experience by the Institute in deserving cases | | |
| TOTAL | | | | |

Note: Man power required as above is not exhaustive one. Company/Firm/Agency may appoint additional workers as per the requirement and eligibility mentioned above, to ensure that the services rendered by them are the best.

Further, it shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfil the obligations undertaken by the Service Provider under this agreement. The Service Provider should ensure to maintain adequate number of manpower to meet the contractual obligation.

* 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.

SECTION VII

Scope of Work/ Deployment and Supervision of work

A. SCOPE OF WORK:

1. In brief the job function is to supply qualified and suitable manpower for day to day work in IIT (BHU). 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 160. 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.
2. 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.

B. DEPLOYMENT AND SUPERVISION OF WORK:

1. The Institute follows five-days week system. The present normal working timings are from 09:30 am to 6:00 pm (timings may be different for Lab/Workshop), with half an hour lunch recess from 1:30 pm to 2:00 p.m. with week holidays on Saturday and Sunday. 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 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. The Service Provider will be required to depute one of its representatives as may be needed to supervise and guide the workers skilled as well as unskilled for proper execution of the work as per directions of the Officer-in-charge nominated by Institute to administer the contract.
8. **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 IIT (BHU). Any changes should be informed immediately.
9. **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.
10. The Service Provider's Supervisor shall maintain Daily Attendance Registers to keep record of personnel on duty.
11. 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.
12. The workers should maintain personal hygiene and wear prescribed uniform (wherever applicable) while on duty.
13. 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 behaviour is not conducive to retain them for the work, he/she should be replaced immediately. In case of any complaint or any unusual behaviour of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute.
14. The Service Provider or his representative should approach the Administrative Section, if he needs any instructions.
15. The representative of the Service Provider shall be responsible to coordinate, daily attendance, grant of weekly off, discipline, manage work, interaction with office-in-charge for the day to day work.

SECTION VIII

MINIMUM ELIGIBILITY CRITERIA REQUIRED FOR BIDDING

The bidders having following minimum qualification are eligible for bidding:

1.
 - (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. The license must be valid as on 31.12.2019 (Enclose self-attested copy of the document).
 - (iii). The bidder **must have at least 5 years’ experience** of providing manpower services 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**. Specific certificate regarding the Turn Over from the **Supply of 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 (Central/State) Departments/PSUs/Autonomous bodies of Central or State Government including Higher Educational Institution/Central Research Organisation 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 provided. **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):

One work order for **Supply of manpower** of value not less than 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 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 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). **Certificate of Experience:** The Bidder must produce certificate of experience from the clients. The certificate should clearly mention the following details:

| <i>Sl. No.</i> | <i>Description</i> |
|----------------|--|
| 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/manpower and equipment/ machines |
| 5 | Period of work (starting and ending) |
| 6 | Value of work completed in Contract for supply of labour |

- a. The certificate of experience should be **exclusively** for **Supply of manpower**.
- b. *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***
4. **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.
5. **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.
6. The bidder/Company/Firm/Agency will have to provide details of Income Tax and Service Tax return of their firm for last three financial years (2016-17 to 2018-19).
7. The bidder/Company/Firm/Agency has to submit Profit & Loss Account/ Income and Expenditure Account along with Balance Sheet and Independent Audit report for the preceding three financial years (2016-17 to 2018-19).
8. The bidder /Company / Firm / Agency should have valid PAN and GST Number.
9. The bidder /Company / Firm / Agency should be registered with appropriate authorities under the Employees Provident Fund and Employees State Insurance Act.
10. Either the Registered Office or one of the Branch Offices of the bidder should be located in Uttar Pradesh.
11. The bidder /Company / Firm / Agency should have its own Bank Account.
12. The bidder /Company / Firm / Agency shall have to submit minimum qualification of staff to be deployed at IIT (BHU) as per the minimum qualification given in Table under Para 2 of Section VI of this tender document.

13. The bidder /Company / Firm / Agency shall submit an affidavit stating that the agency has not been blacklisted by Central Government/ State Government/ any PSU in last three years.
14. Exemption to comply with any of the above criteria should be duly supported by the Government orders/ other Government documents.
15. Non-compliance with any of the above conditions by the Bidder will amount to non-eligibility for the services for which tender has been floated and its tender will be rejected being non responsive.
16. Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted with the technical bid.

1. Proforma for Technical Bid

(For providing supply of manpower services in IIT (BHU)Varanasi)

(Upload duly signed scanned copies of all documents in PDF format on online portal of CPPP)

| Sl. No. | Particulars | Page Number |
|---------|--|-------------|
| 1. | Name of Tendering Company/ Firm/ Agency (Attach Certificate of Registration) | |
| 2. | Name of Director/Proprietor of Company/Firm/Agency | |
| 3. | Full Address of Registered Office with (i) Telephone No. (ii) Fax (iii) E-mail | |
| 4. | Full Address of operating/ Branch office with (i) Telephone No. (ii) Fax (iii) E-mail | |
| 5. | Banker of Company/ Firm/Agency with full Address (Attach certified copy of Bank Statement) | |
| 6. | PAN (Attach self-attested copy) | |
| 7. | GST No. (Attach self-attested copy) | |
| 8. | E.P.F. Registration No. (Attach self-attested copy) | |
| 9. | E.S.I. Registration No. (Attach self-attested copy) | |
| 10. | Number of years of experience in providing Supply of manpower services in Government (Central/State) Departments/PSUs/Autonomous bodies of Central or State Government including Higher Educational Institution/Central Research Organisation. (Attach self-attested copy of all relevant documents) | |
| 11 | Satisfactory Performance Certificate (refer Para3 Section VIII) | |
| 12 | Income Tax returns for financial year 2016-17, 2017-18 and 2018-19. | |
| 13 | Total annual turnover financial year wise for preceding three years at least (Attach separate sheet as per the format given at the end) | |
| 14 | Total number of employees in the Company/ Firm/ Agency | |
| 15 | Affidavit stating that the Company/Firm/Agency has not been black listed by Centre/ State Government/ PSU in last three years | |
| 16 | Declaration about non-involvement in fraud and corrupt practices (Duly signed and attested) | |
| 17 | Details of Earnest Money Deposit (i) DD No. (ii) Date (iii) Amount (iv) Drawn Bank | |
| 18 | Details of Tender Processing Fees (i) DD/Cheque No. | |

| | (ii) Date (iii) Amount (iv) Drawn Bank | | | | | | | | | |
|--------|---|-----------------------------|---|-----------------------------|--------------------------------|--|--|--|--|--|
| 19. | ISO Certification | | | | | | | | | |
| 20. | Ongoing similar contract in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organisation | | | | | | | | | |
| | <table border="1"> <tr> <th>S. No.</th> <th>Details of client along with address, telephone and e-mail Id</th> <th>Amount of Contract (in Rs.)</th> <th>Duration of Contract (From To)</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table> | S. No. | Details of client along with address, telephone and e-mail Id | Amount of Contract (in Rs.) | Duration of Contract (From To) | | | | | |
| S. No. | Details of client along with address, telephone and e-mail Id | Amount of Contract (in Rs.) | Duration of Contract (From To) | | | | | | | |
| | | | | | | | | | | |
| 21. | Any other details | | | | | | | | | |

Note: Bidders may annex separate sheets wherever required for furnishing above details. However, such sheets must be duly signed with seal and uploaded in .pdf format. Unsigned documents may lead to rejection of bids.

Proforma for annual turn over (issued by a Chartered Accountant)

| Description | Financial Year | | |
|---------------------|----------------|---------|---------|
| | 2016-17 | 2017-18 | 2018-19 |
| Annual Turnover | | | |
| Profit before Tax | | | |
| Profit after Tax | | | |
| Current Assets | | | |
| Current Liabilities | | | |

Signature (in ink, with date) and Seal of Bidder/Tenderer

(Company Letterhead of Bidder/Tenderer)

Declaration

I, Son/Daughter/Wife of Shri.....
Director/Partner/Proprietor/Authorised signatory of the Company/Firm/Agency.....
is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;

3. The information/ documents furnished for this tender are true and authentic and are to the best of my knowledge and belief. I/ We, am/are aware of the fact that furnishing of any false information/ fabricated documents would lead to rejection of my/our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Date: _____ Signature of the authorised person

Place: _____ Full Name

Seal

2. Proforma for Financial Bid

(For providing supply of manpower services in IIT (BHU), Varanasi)
(Upload duly signed scanned copies of all documents in PDF format on online portal of CPPP)

Part -A

1. Name of the Service Provider:

| S. No. | Description | Unit | Amount (in Rs.) |
|---------------|---|-------------|---|
| 1 | Supplying and Engaging man power (Total amount for Minimum man power as per Section VI of the tender document) for supply of manpower from IIT (BHU) Varanasi premises <i>(Rate must be as per the current minimum rates of wages including VDA for area "B" at Varanasi as per the order of Ministry of Labour and Employment, Govt. Of India and include EPF and ESI contributions also)</i> | Per Month | (Indicate gross wages and mandatory deductions and net pay separately. Use separate sheet, if necessary, to show details clearly) |
| 2 | Admin./Service Charges (Details of expenditure for justification of service charges are to be provided separately as per proforma given below) | Per Month | Indicate Admin./Service charges in percentage and figures. |
| | Total (in Words) (S.No. 1 to 2) | | Total of gross wages and admin/service charges be indicated |

Signature (in ink, with date) and Seal of Bidder/Tenderer

- Note:**
1. Please note that the price should be quoted as per the above minimum quantity, if any per month but monthly billing will be on the basis of actual quantity used. Further, taxes, if any, shall be paid in addition to the above rate to Company/Agency/Firm on monthly bill basis.
 2. One Month means 30 calendar days.
 3. Quoted price should be exclusive of all taxes. Taxes as applicable shall be paid extra to the Service Provider.
 4. Quoted Service charges should be sufficient to meet out all the statutory deductions. If a firm quotes Nil charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
 5. Following rates are prevalent in the Institute as per minimum rates of wages as per the order of Ministry of Labour & Employment, Govt. of India and are subject to amendment/modification in accordance with the subsequent order, if any of Ministry of Labour & Employment, Govt. of India:

| S. No. | Category | Rates of wages including VDA per day for area "B" (in Rs.) |
|---------------|-----------------|---|
| 1 | Skilled | 695/- p.d. |
| 2 | Semi-Skilled | 593/- p.d. |
| 3 | Unskilled | 525/- p.d. |

Statement of Details of Expenditure for justification of service charges

| S. No. | Particulars | Expenditure (in Rs. Per month) |
|---------------|-------------------------------------|---------------------------------------|
| 1 | On account of TDS | |
| 2 | Stationery | |
| 3 | Accounting & Administrative Charges | |
| 4 | Cost of Recruitment Process | |
| 5 | Cost of Uniform | |
| 5 | Profit | |

Signature (in ink, with date) and Seal of Bidder/Tenderer

SECTION X

A. Evaluation of Technical Bids: Technical bids will be evaluated on the basis of parameters given in the Eligibility criteria on the following marks based system. If a bidder does not fulfil any of the Mandatory Criteria he stands disqualified.

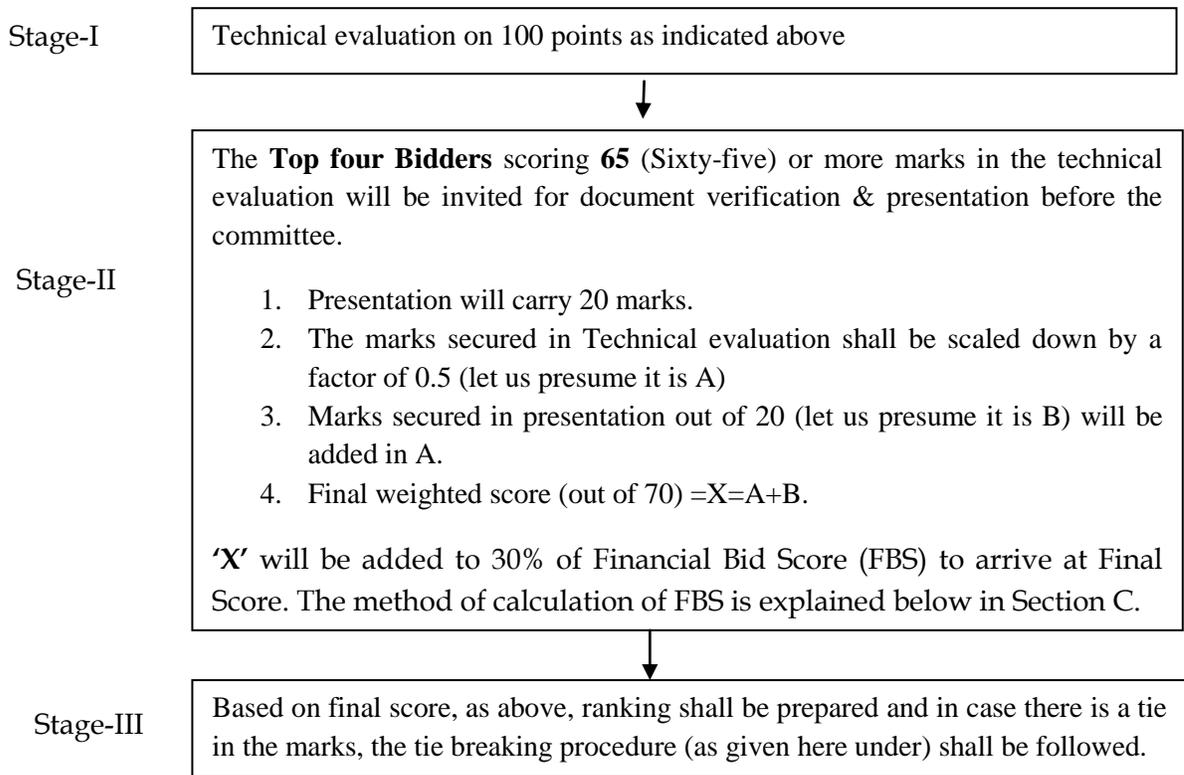
| Sl. Nos. | Particulars | Allocation of Marks | Total Marks |
|----------|--|---|-------------|
| 1 | Legally valid identity of the bidder i.e. a Proprietary /Partnership Firm/ Limited Company/ Society legally constituted or registered under the relevant Act (Enclose a self – attested copy of the registration certificate/ relevant document). | 5 (Mandatory) | 5 |
| 2 | Valid license under Contract Labour (Regulation & Abolition) Act – 1970. [The license must be valid as on 31.12.2019 (Enclose self-attested copy of the document)]. | 5 (Mandatory) | 5 |
| 3 | Experience: Five (05) Years | 10 (Mandatory) | 20 |
| | For every two (02) years of experience after Five (05) Years | 2 (Subject to maximum of 10 marks) | |
| 4 | Registration with statutory bodies such as 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.]. All four (EPFO, ESIC, GST, PAN) registration copies are mandatory to enclose. | 10 (Mandatory) | 10 |
| 5 | Average Annual Turnover in the preceding three (03) financial years (2016-17, 2017-18 and 2018-19): ₹ 500.00 Lakhs per annum | 15 (Mandatory) | 30 |
| | For each additional ₹ 200.00 Lakhs per annum | 5 (Subject to maximum of 15 marks) | |

| | | | |
|---|--|---|----|
| 6 | Works undertaken/completed in the last 3 financial years (2016-17, 2017-18 and 2018-19) in Government (Central/State) Departments/PSUs/Autonomous bodies of Central or State Government including Higher Educational Institution/Central Research Organisation. | | 30 |
| | One work order of value not less than 200.00 Lakhs per annum. | 15 (Mandatory) | |
| | OR | | |
| | Two work orders each of value not less than ₹100.00 Lakhs per annum. | | |
| | OR | | |
| | Three work orders each of value not less than ₹75.00 Lakhs per annum. | 5 (Subject to maximum of 15 marks) | |
| | AND | | |
| | For each additional work order of value more than ₹ 200.00 Lakhs per annum | | |
| | OR | | |
| | For each two additional work orders of value more than ₹100.00 Lakhs per annum | | |
| OR | | | |
| For each three additional work orders of value more than ₹75.00 Lakhs per annum | | | |
| Total | | 100 | |

Note (For Item No. 6 above):

1. The work order(s) may either be separate work order(s) in each financial year independently, or there may be a single work order spanning more than one financial year. **If it is a single work order spanning more than one financial year** then the contract value for each financial year must be clearly indicated, otherwise an average value will be taken into consideration, for example, an order for Rs. 300 Lakhs awarded for three financial years' will be considered as single order of Rs 100 Lakhs in each financial year, for evaluation purposes, if annual values are not indicated.
2. An order must cover at least seven calendar months of service in a financial year in order to qualify for consideration for evaluation for that particular financial year.
3. Bidders are required to calculate marks for Item No. 6, as above, and submit along with relevant order(s) in support of the same with technical bid.

B. The stage-wise evaluation process of Final Score is as under:



C. Evaluation of Price Bids (Calculation of Financial Bid Score):

The service charge as quoted by the bidders will be compared. The bids will be awarded a financial bid score (FBS). The bidder with lowest service charge (L1 bid) will be awarded 100% FBS (considered as base value). Then the other bids will be awarded FBS inversely proportional to their bid value as under:

$$\text{FBS (Financial Bid Score of a bidder)} = 100 \times F_m/F,$$

(where F_m is the lowest percentage of Admin./Service charge quoted and F is the percentage of Admin./Service charge of bid under consideration). Thus the L1 bid will have greatest FBS and the H1 (highest bid) will have least FBS.

D. Tie-Breaking Clause:

In case two or more bidders score equal marks in the Final score then the following criteria will be adopted for tie-breaking in the following order:

- i. **Annual value of turnover:** Bidder having larger turnover will be given preference.
- ii. **Value of similar works executed:** Bidder having larger value of similar works executed will be given preference.

E. Award of work:

The work will be awarded to the bidder scoring highest Final marks as noted in Section B above. The second or subsequent bidder who agrees to work at the rates quoted by the bidder scoring highest may also be considered for award of the work.

SECTION XI

GENERAL CONDITION OF CONTRACT

1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2. Standards

The Goods/ Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to such standards as shall be the latest issued by the concerned Institution.

3. Use of Contract Documents and Information

3.1 The Service Provider shall not, without the Institute's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Institute in connection therewith, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2 The Service Provider shall not, without the Institute's prior written consent, make use of any document or information except for purposes of performing the Contract.

3.3 Any document, other than the Contract itself, shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the Service Provider's performance under the Contract if so required by the Institute.

3.4 Patent Rights

The Service Provider shall indemnify the Institute against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

4. Submission of the bids.

4.1 All bids complete in all respect must be submitted online on or before the Bid Closing date and time as mentioned on Critical Data Sheet. Tenders received without earnest money etc. shall be rejected.

4.2 Tender documents are available on IIT (BHU) website: www.iitbhu.ac.in/iitnotifications/purchase_enquiries/ and Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.

4.3 Interested bidders may submit their bid through Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.

5. Other Conditions for bid submission

5.1 Any conditional bid shall not be considered and will be out rightly rejected in the very first instance.

5.2 The bidder shall quote the Technical and Financial bids as per the format enclosed for the same.

5.3 The earnest money will be forfeited if the bidder withdraws from the tender at any stage.

5.4 The bidder must include the list of Organisation where they have provided similar services at least in the last 3 years, along with name, phone and fax number of the contact person there, so that references for their services can be obtained, if required.

6. Other General Conditions

6.1 IIT (BHU) being an Educational Institution, the Service Provider will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.

6.2 All personnel/employees/workmen employed by the Service Provider shall be, preferably, in the prescribed age group with good health and sound mind. The

- personnel/employees/workmen of the Service Provider shall be liable to security screening by the Security Staff deployed by IIT (BHU).
- 6.3 The Service Provider shall appoint fully qualified and competent workers as per the requirement and eligibility at their own cost, to ensure that the services rendered by them are the best.
- 6.4 The employees employed by the Service Provider shall always be under the direct and exclusive control and supervision of the Service Provider and the Service Provider may transfer its employees /workmen and in accordance with their needs in consultation with the Institute. Adequate and necessary numbers of employees / workmen are deployed by the Service Provider for fulfilment of their contractual obligations under this agreement. It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfil the obligations undertaken by the Service Provider under this agreement and the Service Provider shall provide such employees/workmen at his own cost, with such equipment as may be considered necessary.
- 6.5 The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed before the commencement of work:
- a. List of Manpower short listed by Service Provider for deployment containing full details i.e. date of birth, marital status, address etc.;
 - b. Bio-data of the persons with passport size photograph
 - c. Character certificate from a Gazetted officer of the Central / State Government.
 - d. Police verification report
 - e. Their deployment will be only after the clearance from the security unit of IIT BHU.
- 6.6 Any theft or damage caused due to negligence of the Service Provider shall be borne by the Service Provider. Appropriate amount of penalty after due consideration and hearing will be imposed by Director, IIT (BHU) or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the Service Provider.
- 6.7 The services will be provided round the clock on all days of the year (24 x 7 x 365) with sufficient number of manpower required to run the operation. Leaves of the employees of the Service Provider should be strictly as per the statutory norms. Any unauthorized absence of man power from the work place would be subject to penalty to the Service Provider.
- 6.8 No Accommodation shall be provided by the Institute. The Service Provider shall have to make his own agreement for the lodging and boarding for their workmen, if required.
- 6.9 IIT (BHU) will not be responsible for any injury, accident, disability, or loss of life to the Service Provider or to any of its personal that may take place while on duty. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Service Provider. The Service Provider has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- 6.10 Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Service Provider. In this regard the Service Provider at all-time should indemnify IIT (BHU) against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as

- the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the IIT (BHU) authority for verification and record.
- 6.11 The selected Firm/Agency shall be solely responsible for the redressal of grievances of the persons employed. IIT (BHU) shall in no way be responsible for settlement of such issue.
 - 6.12 IIT (BHU) shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
 - 6.13 The manpower deployed by the Service Provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of IIT (BHU) during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in IIT (BHU). The Service Provider should communicate the above to all the manpower deployed in IIT (BHU) by the Service Provider.
 - 6.14 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by IIT (BHU).
 - 6.15 In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT (BHU) is put to any loss / obligation, monetary or otherwise, IIT (BHU) will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
 - 6.16 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.
 - 6.17 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a terms of the contract that cost of an arbitration shall be borne by the parties them self. The venue of arbitration, if any, shall be at Varanasi. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
 - 6.18 The IIT(BHU) 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.

7. Terms of Payment:

The Service provider will **first pay the wages of the month to its workers by 1st week of next month and thereafter submit the monthly bill to the Institute, in duplicate along with necessary verifications/documents in support of attendance, payments made, statutory deductions as per Govt. of India rules and service charges, for reimbursement of the same.** The reimbursement will be made by the Institute after all deductions such as T.D.S., EPF, etc. as per rules, modified from time to time, as per approved rate (award of contract/work order) on monthly basis by IIT (BHU) for the services provided, on receipt of bill after invoice entry and certification that the satisfactory services have been rendered during the month.

Attendance sheet, with signature/attendance status of persons deployed and verified (by the identified person of the Institute) shall be enclosed with the bill. A copy of challan for proof of

EPF and ESI deposited and any other payments thereto contractual and statutory obligation, made in respect of such engaged employees deputed for this service/work, must be enclosed by the Company/Firm/Agency, with the monthly bills. A certificate that previous month payments of the employees under the contract and payment to the supplier/general order vendors, if any, has been made and cleared in all respect shall be enclosed, along with the list/details of such disbursement.

Monthly payment will be made preferably within 15 days of submission of bills, in favour of the Company/Firm/Agency (in the name of the firm/agency, as per award of contract and agreement) after making necessary deductions (Income Tax/TDS, surcharge, other statutory taxes, losses, penalty etc.). Taxes (if applicable, as per rules) shall be paid on submission of documentary proof.

IIT (BHU) reserves the right to inspect any or all the payment related documents including statutory payments made by the Company/Firm/Agency in this regard at any point of time during the contract and the Company/Firm/Agency shall assist the authority of the Institute whenever inspection of records is done by the Institute's Authority. Any misbehaviour/non-cooperation by the officials of the Company/Firm/Agency in this regard shall attract appropriate action including imposition of financial penalty by the Institute on the Company/Firm/Agency.

8. Legal

- 8.1** Compliance of policy regulation viz., payment of central government minimum wages act, employer's liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Service Provider. In this regard the Service Provider at all-time should indemnify IIT (BHU) against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the IIT (BHU) authority for verification and record.
- 8.2** For all intents and purposes, the bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed at IIT (BHU).
- 8.3** The manpower deployed by the Service Provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of IIT (BHU) during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in IIT (BHU). The Service Provider should communicate the above to all the manpower deployed in IIT (BHU) by the Service Provider.
- 8.4** The selected agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to IIT (BHU) to concerned tax collection authorities from time to time as per extant rules and regulations.
- 8.5** The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of IIT (BHU) or any other authority under Law.
- 8.6** In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT (BHU) is put to any loss / obligation, monetary or

otherwise, IIT (BHU) will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

- 8.7** The selected agency will indemnify IIT (BHU) from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
- 8.8** To resolve any dispute/legal issue matter will be referred to the Director, IIT (BHU) or a person nominated by him. If any dispute/legal issues are not settled through arbitration, then legal jurisdiction would be Varanasi only.
- 8.9** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute. Under the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

9. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

10. Subcontracts

The Service Provider shall notify the Institute in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

11. Delays in the Service Provider's Performance

If at any time during performance of the Contract, the Service Provider or its sub-Service Provider(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Institute in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Institute shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

12. Damages and Losses

Upon end of contract / termination thereof, the Service Provider is liable to return materials, if any, to IIT (BHU) in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit of the Service Provider as the case may be.

13. Complaints

The Service Provider shall attend to all the complaints and address as early as possible to the satisfaction of IIT (BHU).

14. Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.

15. Penalty

If the Service Provider fails to perform the Services within the period(s) specified in the Contract, the Institute shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Institute may consider termination of the Contract.

Further, the Institute reserves the right to impose financial penalty to be deducted from the monthly bill for habitual short attendance of man power, non-maintenance of cleanliness and for violation of any other condition which may lead to non-performance of contractual obligations.

Unforeseen and weird circumstances will be dealt separately and quantum of penalty will be decided by the Institute. The decision of the Director, IIT (BHU) will be final and binding in this regard.

16. Termination of Contract

- 16.1 If the services of the Service Provider are not found satisfactory they will be issued a written notice for improvement by the IIT (BHU) authority. If satisfactory improvement is not found (within 2 weeks) after this notice, a final one months' notice will be issued to the Service Provider by the IIT (BHU) for terminating the contract without prejudice to any rights or privileges to either party, prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.
- 16.2 IIT (BHU) reserves the right to terminate the contract by giving a one months' notice to the agency without assigning any reason there for.
- 16.3 The Institute in any situation will not be under any obligation to pay compensation or make the payment for the services not rendered.
- 16.4 In case of breach of any terms and condition of the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited, beside immediate termination of contract or other lawful action that may be taken against the Service Provider.
- 16.5 If the Service Provider, in the judgment of the IIT (BHU) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, the IIT (BHU) may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part.

SECTION XII

Service Level Agreement

This agreement is made at Varanasi on between the **Indian Institute of**

Technology (Banaras Hindu University), Varanasi 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 **First Party** is on the lookout for a suitable party for supply of manpower of the designated sites of the Institute for upkeep of the IIT(BHU) premises absolutely clean and hygienic.

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 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The IIT(BHU) may renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding 3 (three) 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 in the opinion of first party or its representative.

OBLIGATIONS OF THE SECOND PARTY:

- i. The Second Party shall arrange to maintain supply of manpower in IIT (BHU) premises **(as per Section VI of the Tender Document)** on continuous basis.
- ii. The Second Party shall provide the necessary manpower and machinery/tools for carrying out the work.
- iii. 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.
- iv. 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.

- v. 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.
- vi. 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.
- vii. In case of requirements of additional manpower, Machines/Tools, the Second Party will provide the required additional manpower, Machines/Tools to the First Party within a fortnight of submission of requirement.
- viii. 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 IIT (BHU). Any changes should be informed immediately.
- ix. 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 complies with their requirements in this regard.
- x. The Second Party shall carry out supervision/overseeing of persons deployed in the First Party premises. The First Party shall not have any direct control over them. The First Party will have the right and discretion to ensure that work is carried out as per the contract and complete satisfaction of the First Party.
- xi. 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.
- xii. 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.
- xiii. The Second Party will depute one person from its own establishment for monitoring of the work and verification of daily attendance of the workers deployed by the Second Party at the premises of the First Party. The said deputed person will report to the designated officer of the First Party for further conformation on daily basis. Further, such deputed person will be available as and when required for any verification.
- xiv. The duty hours of the persons deployed shall be as desired by the First Party.
- xv. The workers will be allowed for working rest of one day on as per the provisions of the Contract Labour (Regulation & Abolition) Act-1970.
- xvi. 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 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 Second party shall first pay the wages of the month to its workers by 1st week of next month and thereafter submit the monthly bill to the Institute, in duplicate along with necessary verifications/documents in support of attendance, payments made, statutory deductions as per Govt. of India rules and service charges, for reimbursement of the same. 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 alongwith 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 **Rs. 30,00,000 (Rupees Thirty Lakhs only) or 25 % of the proposed gross annual value of the bid, whichever is higher** in the form of F.D.R./Bank Guarantee in favour of “Registrar, IIT (BHU)”, Varanasi. 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 Varanasi.

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 Technology
(Banaras Hindu University) Varanasi**

Second Party

First Party

| | |
|--|--|
| <p>1. Witness: (a) Signature (b) Name (c) Address</p> | <p>1. Witness: (a) Signature (b) Name (c) Address</p> |
| <p>2. Witness: (a) Signature (b) Name (c) Address</p> | <p>2. Witness: (a) Signature (b) Name (c) Address</p> |

Annexure I

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(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 VARANASI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VARANASI)

To,

The Registrar,
Indian Institute of Technology (BHU),
Varanasi-221005

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology (BHU), Varanasi (Procuring Entity) has invited tender vide Tender No..... dated..... for procurement of AND WHEREAS the said tender document requires that eligible successful bidder (Service Provider)..... wishing to supply the service.....

in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of “The Registrar, Indian Institute of Technology (BHU), Varanasi” in the form of Bank Guarantee for Rs 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 Service Provider, including warranty obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the Service Provider) shall submit the same within 14 (Fourteen) days from the date of Award of Contract.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (Service Provider) fails to abide by any of the conditions referred to in tender document / Award of Contract, this Bank shall pay to Indian Institute of Technology (BHU), Varanasi on demand and without protest or demur Rs. (Rupees.....).

This Bank further agrees that the decision of Indian Institute of Technology (BHU), Varanasi (Procuring Entity) as to whether the said bidder (Service Provider) 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 (Service Provider) and/ or Indian Institute of Technology (BHU), Varanasi (Procuring Entity). **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 IIT (BHU), Varanasi 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:

Date:

Annexure II

BID SUBMISSION

Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in **two** covers as explained below:

| Cover 1 (Following documents to be provided as .pdf file) | | | |
|--|---------------|---|------------|
| S.No. | Document | Content | File Types |
| 1. | Technical Bid | Completely filled in and duly signed Technical Bid Proforma as provided in Section IX of tender document, Technical Compliance Sheet, Bidder information form | .pdf |
| 2. | | Organization Declaration Sheet, Compliance sheets for Essential Criteria and Checklist given in tender document | .pdf |
| 3. | | Tender Acceptance | .pdf |
| 4. | | List of organizations/clients where the services have been provided along with their contact number(s). | .pdf |
| 5. | | All other supporting documents as required in Technical Bid as per Section VIII & Section IX and Technical Compliance Sheet given in tender document | .pdf |
| 6. | | EMD and Tender fee submission proof | .pdf |
| 7. | | Other Documents, as required by tender | .pdf |
| Cover 2 | | | |
| S.No. | Document | Content | File Types |
| 1. | Price Bid | Duly filled and signed financial bid proforma Part A as well as Part Bas per Section IX (Price Bid) | .pdf |

Annexure III

Technical Compliance Statement

| S.No. | Description | Yes/No |
|-------|--|--------|
| 1. | 5 (Years) years of experience in providing Supply of manpower services in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations. | |
| 2. | Details of successful completed contracts of minimum 1 year duration in providing Supply of manpower services in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations. | |
| 3. | ISO 9001-2015 certification (Desirable only) | |
| 4. | At least 1(One) on going similar contract in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations. | |
| 5. | Average annual turnover of Rs. 5 crore or more in the last three financial years (2016-17 to 2018-19) | |
| 6. | Details of Income Tax and Service Tax return of their firm for last three financial years (2016-17 to 2018-19) | |
| 7. | Profit & Loss Account/ Income and Expenditure Account along with Balance Sheet and Independent Audit report for the preceding three financial years (2016-17 to 2018-19) | |
| 8. | Valid PAN and GST Number | |
| 8. | ESI and EPF Registration Number | |
| 10. | Proof of either the Registered Office or one of the Branch Offices of the bidder should be located in Uttar Pradesh | |
| 11. | Affidavit stating that the agency has not been blacklisted by Central Government/ State Government/ any PSU in last three years | |
| 12. | Details of successful contracts of minimum 1 year duration for Supply of manpower services in Public Sector Undertakings/Central/State Government Departments/Central Research Organizations. | |
| 13. | Satisfactory Certificate from last Two Major Client | |
| 14. | Details of equipment available with the Bidder to be used for Supply of manpower along with supporting documents | |
| 15. | Total turnover financial year wise for preceding three years at least (As per attached proforma) | |
| 16. | Declaration about fraud and corrupt practices (Duly signed and attested) | |

Annexure IV

AFFIDAVIT REGARDING BLACKLISTING/NON-BLACKLISTING FROM TAKING PART IN GOVT./PSU/CAB TENDER

**(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 IIT(BHU), Varanasi or any other Government organization/PSU/Central Autonomous Body from taking part in Government/PSU/Central Autonomous Body 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 IIT(BHU), Varanasi, or any other Government Department/PSU/Central Autonomous Body 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 IIT (BHU), Varanasi, and EMD/SD shall be forfeited. In addition to the above IIT (BHU), Varanasi, 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