



INDIAN INSTITUTE OF MANAGEMENT AMRITSAR

PIT Building, Inside Govt. Polytechnic Campus;
Polytechnic Road; Chheharta, G.T. Road Amritsar, Punjab, India – 143105
Phone No- 0183- 2820034

E-TENDER FOR PROVIDING MANPOWER SERVICES

COMMERCIAL/PRICE BID

Issued to: -----

Tender Reference No.	IIMASR/NIT/212/2021
Date of Issue of Tender	09-02-2021
Last date of receipt of Tender	24-02-2021 by 12.00 pm
Pre Bid Meeting / Inspection before bidding	15-02-2021 at 12.00 pm
Last date of receipt of queries.	15-02-2021 by 05.00 pm
Mode of Participation	Online Only
Date & Time for Opening of Technical	24-02-2021 at 12.30 pm
Date for Opening of Price Bid	Will be Intimated Later
Tender Fee	Rs. 1120
Earnest money Deposit (EMD)	Rs. 1,80,000/-
Performance security/Bank Guarantee	10% of the total cost of contract
Contract Period	12 months

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CHAPTER 1 - INSTRUCTIONS TO BIDDERS

Indian Institute of Management Amritsar is one of the six IIMs set up by the Ministry of Human Resources Development, Government of India, in the Union Budget of 2014. As per the directive of the union ministry of Human Resources Development. IIM Amritsar is currently located within the transit campus of Government Polytechnic, Amritsar, until it moves to its permanent campus.

In addition, eminent professionals of the business world, top-level academicians and senior government officials, frequently visit this being an institute of national importance and a top business school.

The Director invites online tenders, Indian Institute of Management, Amritsar for providing manpower services at various areas/sites of IIM Amritsar. These areas are a) Transit campus b) leased office premises c) hostel d) permanent campus site.

1.1. GENERAL GUIDELINES

- 1.1.1.** Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender will be rejected. All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as a token of having accepted all the Terms and Conditions of this Tender.
- 1.1.2.** IIM Amritsar reserves the right to obtain feedback from the previous/ present clients of the tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the services provided by the tenderer.
- 1.1.3.** The IIM Amritsar reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the same, without assigning any reason thereof.
- 1.1.4.** Conditional proposal will not be accepted and will be rejected outright.
- 1.1.5.** The IIM Amritsar reserves the right to reject any or all the tenders without assigning any reason.
- 1.1.6.** Before submitting the Tender Document to the IIM Amritsar, the bidders may seek clarification(s), if any, during the pre-bid meeting/inspection/through an email.
- 1.1.7.** The successful bidder shall have to submit a declaration, indemnity, undertaking as per Form-2, which will become part of the agreement as per Form-3.
- 1.1.8.** Canvassing in any form will make the tender liable to rejection.
- 1.1.9.** The bidders' performance, as per format at Form-9, for each work completed in the last three years and in progress, should be certified by an authorized person from the concerned organization. The certificate should also indicate the compliance of statutory requirements. Feedback received from the previous/present clients and on the spot assessment/enquiry of/by the IIM designated team will also be evaluated for technical qualification.
- 1.1.10.** If the date of opening of the tender is declared a holiday, the tender will be opened on the next working day at the same time.
- 1.1.11. Site visit:** Every Tenderer/Bidder is expected to inspect the site/locations between Monday to Friday from 10:00 am to 4:00 pm except Saturday & Sunday and Govt. holidays, to ascertain the exact requirement of the Institute, at his own cost before quoting the rates. He must also go through all the terms and conditions as stipulated in the documents. It will be construed that the Vendor has inspected the site and satisfied himself with the Institute's requirements, site conditions, and other relevant matters.

1.1.12. Submission of Bids: The tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). The file of Part – I should be super-scribed as “Part– I Technical Bid” and File of Part – II should be super-scribed as “Part – II Financial Bid”. The technical bid and financial bid, along with all necessary documents as stipulated, is to be submitted online through the e-Tender Portal on IIM Amritsar’s Official website (www.iimamritsar.ac.in) only. Bids submitted by mail, Offline will not be accepted in any circumstances.

1.1.13. Tender Fee & Earnest Money Deposit (EMD): The Tenderers/ Bidders shall be required to submit a non-refundable tender fee of an amount of **Rs. 1120/-** (Rupees Eleven Hundred Twenty only) and a refundable EMD of an amount of **Rs.1,80,000/-** (Rs. One Lakh Eighty Thousand only) along with the tender.

- a. The EMD will be returned to the unsuccessful Tenderers/Bidders by 30th day after the award of the contract.
- b. The EMD will be returned to the successful tenderers/bidders only on furnishing the Performance Guarantee/Bank Guarantee, if applicable.
- c. The EMD shall not bear any interest for the bidder.
- d. MSME/NSIC firm will get EMD/tender fee exemption as per Govt. of India notification subject to the submission of valid registration certificate towards the same.
- e. Tender fee and EMD should be deposited online using the payment link (<https://iimamritsar.ac.in/payment/>).

1.1.14. Authorized signatory: If the Bid is made by or on behalf of a company, incorporated under the Companies Act of 1956, it shall be signed by the Managing Director or one of the Directors duly authorized on that behalf.

1.2. PROCESSING OF TENDER

1.2.1. Technical Evaluation (Technical bid) Eligibility Criteria for the bidder

1.2.1.1. Applications received within the stipulated deadline containing EMD, Tender fee, and the tender documents, along with all the required enclosures, only will be taken for consideration.

1.2.1.2. Any sole proprietor/ partnership firm/cooperative society/company can apply.

1.2.1.3. Should have a sufficient number of employees for the proper execution of the contract (declaration on number of employees employed to attach).

1.2.1.4. Experience: The tenderers should have successfully completed, minimum three contracts of the same nature for Govt. organizations/Institutions or reputed Private firms. Out of this, he must have provided services to an educational institute/government organization/other large organization of repute for at least two (02) years. The tenderer should enclose a list of clients and their testimonials/experience certificates having client’s seal and signature.

1.2.1.5. Should have a valid PAN Number and GST registration in the name of the company/agency.

1.2.1.6. Financial Statement: The company/agency should be operational for the last three years and a profit-making company. In the last three years’ tenderer should have provided services of Rs. 50 Lakhs, and at least have provided one such service for value at least Rs. 15 Lakhs (proof to be attached).

- a. Should be a profit-making company and must have a solvency of Rs. 10 lakhs certified by the bankers of the applicant (attach certificate).
- b. Copy of ITRs for the last three financial years should be enclosed.
- c. Should not have incurred any loss in more than two years during the last five

years ending 31.3.2020. Copy of audited statements of accounts for the last three financial years should be enclosed.

- 1.2.1.7.** Should not have been blacklisted by any Government Organization. Undertaking in this regard is to be furnished.
- 1.2.1.8.** Should fulfill all the statutory requirements as per state / central govt. rules as to implement payment of minimum wages Act 1948, Inter-state Migrant Workmen Act 1979, Contract Labour Act, Workmen Compensation Act, EPF, ESI, Income Tax, Bonus Act, etc. and should enclose proof for meeting these requirements. The Contractor should have registered with the following registration authorities by paying necessary fees, wherever required: -
- a. Registrar of Companies
 - b. Income Tax
 - c. EPF
 - d. ESI
 - e. GST Registration
 - f. Valid License issued by Regional Labour Commissioner, central/ state Govt. Any other registration which is required as per State/ Central Government rules.
- 1.2.1.9.** List of other documents (in addition to the above) to be submitted with Technical bid: (In Serial Order and Put Page numbers also)
- a. Tender Fee and EMD – **Form-4**
 - b. Certificate of Declaration of Blacklist / Not Blacklist of Company – **Form-5**
 - c. Financial statement- **Form-6**
 - d. Details of contracts provided/completed during the last five years. **Form-7**
 - e. Contracts under progress **Form-8**
 - f. Performance report by the clients for contracts completed **Form-9**
 - g. Details of the technical and administrative personnel employed **Form-10**
 - h. Structure and organization of the contractor/agency. **Form-11**
 - i. Letter of transmittal. **Form-12**
 - j. Self-attested copies of the following:
 - i. Certificate of Incorporation
 - ii. Article/Memorandum of Association or Partnership Deed or an affidavit stating that it is a proprietary concern, as the case maybe, of the Agency.
 - iii. PAN card of the Agency
 - iv. EPF Certificate of the Agency
 - v. ESI Certificate of the Agency
 - vi. Any other registration, which is required as per State/ Central Government rule.
 - vii. Experience Certificates, work orders etc.

Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

- a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the qualification document.
- b. Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures /weakness etc.

The bidders who qualify in this stage will be considered for the financial bid; other bidders who have been found technically unqualified will not be considered for further process.

1.2.2. Financial Evaluation (Financial bid): The Financial Bid (Tender) should be submitted strictly in the prescribed Form-1 "FINANCIAL BID" and should remain **valid for a minimum of three months**. Financial bids, which are not submitted in the prescribed form, will be summarily rejected. The Financial Bid should clearly contain the details as mentioned in the form.

The Financial Bid (Tender) of the applicants who have not been qualified in the Technical Bid shall not be considered. Financial bids of only technically qualified tenders will be opened on the date and time to be intimated, in the presence of the technically qualified tenderers or their authorized representatives (with authority letter), who may be present. The decision of the Director of IIM Amritsar in this regard will be final and no requests etc. will be entertained from the bidders.

1.3. SUMMARY OF REJECTION OF BIDS/TENDER

1.3.1. Any bid not accompanied by required EMD and Tender fee.

1.3.2. Any bid in which rates have not been quoted in accordance with the specified formats/ details as specified in the bid document.

1.3.3. If any bidder has filled more than one bid.

1.3.4. If unclear, poorly scanned copies are uploaded and received.

1.3.5. The rate of Service Charge quoted by the prospective bidder should be sufficient to meet out the expenses towards the scope of work, terms & conditions of the tender, and overheads (wages, PF,ESI,EPF, Bonus, leave wages etc.) of personnel deployed by the contractor, and other incidental expenses. In order to eliminate frivolous bids and disguised charges/deduction from the salary of employees, such service providers shall be disqualified. If a firm quotes Nil Charges/consideration or below 1% services charge, the bid shall be treated as unresponsive and will not be considered.

1.3.6. Bids, offering rates, which are lower than the central minimum wages for the pertinent category, would be rejected.

1.4. QUERIES & RESPONSES

Queries related to the stated above should be submitted at purchase@iimamritsar.ac.in **only till 18-02-2021, 05:00 pm**. Queries submitted after due date and time, and on any other email id will not be entertained. The response to the queries will be given within 1-2 days by email after the last date of submission of queries.

CHAPTER-2 CONDITIONS OF CONTRACT

2.1. PERFORMANCE SECURITY

The successful Tenderer/ Bidder will be required to furnish performance security in the form of bank guarantee/FDR in the name of Director, IIM Amritsar @10% of the total cost of the contract at the time of signing the Agreement.

- a. It must remain valid for 60 days beyond the date of completion of all contractual completion.
- b. The Performance security shall not bear any interest for the bidder.
- c. It shall be returned within a month after the expiry/termination of the contract only after the discharge of all obligations under the contract and adjustments of outstanding dues against the agency of any nature against the bills submitted by the agency or otherwise.

2.2. GENERAL CONDITIONS

- 2.2.1.** The Contractor should execute an agreement in the non-judicial stamp-paper of Rs.100/- (Rupees One Hundred Only) incorporating all terms and conditions of the tender. Required Affidavit (stamp paper) will be purchased by the contractor for agreement.
- 2.2.2.** The Contractor must have sufficient employees to provide manpower services.
- 2.2.3.** The deployed employees should be healthy, adult, disciplined and well mannered.
- 2.2.4.** The personnel deployed should be well experienced and trained adequately.
- 2.2.5.** The personnel put on duty should have good communication skills in English language (written and oral).
- 2.2.6.** IIM Amritsar will give no advance payment. The Contractor will make his arrangement of funds.
- 2.2.7.** The Contractor shall fulfill and diligently comply with all the directions in general or special orders given by the IIM Amritsar from time to time and all such orders will comprise part of the agreement.
- 2.2.8.** The contract has to be completed by the single vendor, who will be completely responsible for the execution of the contract as a single point solution provider and will be the sole prime contractor for the entire contract.
- 2.2.9.** The Contractor shall be solely responsible and indemnify IIM Amritsar against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
- 2.2.10.** The Contractor shall indemnify IIM AMRITSAR against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
- 2.2.11.** The Contractor shall indemnify IIM AMRITSAR from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against IIM, AMRITSAR.
- 2.2.12.** The Contractor shall also indemnify IIM AMRITSAR for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 2.2.13.** All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
- 2.2.14. Age:** No resource below the age of 18 years and above age of 58 years shall be deployed by the contractor for the execution of the contract.
- 2.2.15. Nomination of supervisor:** As a part of the contract, the Contractor is required to nominate a supervisor (s) who will supervise, record attendance, control and give

directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor to authorized official of IIM Amritsar. A copy of the same is also to be sent to HR In-charge for records.

- 2.2.16.** In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify IIM Amritsar from such liabilities.
- 2.2.17.** The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor / IIM Amritsar Doctor.
- 2.2.18.** No resource(s) or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics within the premises of IIM Amritsar (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately take suitable action.
- 2.2.19.** While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to Schedule Caste, Schedule Tribe and Other Backward Class in order to have a fair representation of these sections of the society.
- 2.2.20.** While engaging the resources, the Contractor is required to make efforts to provide an opportunity to candidates with experience of apprentice training in IIM AMRITSAR under the provisions of the Apprentices Act, 1961.
- 2.2.21.** The Contractor is required to maintain all Registers and other records in an office within the premises of IIM AMRITSAR or at a place within a radius of three kilometers.
- 2.2.22.** Contractor shall provide proper Employment cards (FORM XII) for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
- 2.2.23. Gate/ Entry Pass or Authorization:** Entry to the premises of IIM AMRITSAR is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of IIM Amritsar from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
- 2.2.24.** The Contractor shall issue Identity cards in his firm's name to the resource deployed.
- 2.2.25.** Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.
- 2.2.26. Police verification**
 - a. The Contractor will undertake police verification in respect of the resource(s) engaged by him in IIM, AMRITSAR's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
 - b. Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of IIM AMRITSAR under this contract awarded to him.
 - c. In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
 - d. If any such resource(s) having criminal record is deployed by the Contractor in the premises of IIM AMRITSAR and has come to the notice of IIM AMRITSAR at any point of time, the Contractor shall immediately replace that resource(s), failing

which that particular resource(s) of the Contractor will not be allowed to enter into the premises of IIM, AMRITSAR.

2.3. STATUTORY REQUIREMENTS

- 2.3.1.** The contractor is required to comply with all applicable labour laws and regulations notified from time to time by the Central, State Government including, but not limited to the following. Payment of all taxes and compliance of all the laws, rules, regulations, orders etc. will be the sole responsibility of the Contractor.
- a. The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
 - b. The Maternity Benefit Act, 1961
 - c. The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
 - d. The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
 - e. Contract Labour (R&A) Act-1970
 - f. Employees' Provident Fund & Misc. Provisions Act- 1952
 - g. Employees' State Insurance Act-1948
 - h. Employees' Compensation Act, 1923
 - i. Payment of Gratuity Act, 1972
 - j. Minimum of Wages Act,1948
 - k. The Payment of Wages Act,1936
 - l. The Payment of Bonus Act,1965
- 2.3.1.** The contractor shall submit the proof of having deposited the amount of statutory deduction such as ESI & EPF etc. every month, if applicable, claimed in the bill towards the person deployed at IIM Amritsar in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of payment by the contractor.
- 2.3.2.** The reimbursement due to any upward revision of wages shall be limited only to the wage components and the impact of revision on wages shall not be allowed on i) overheads considered in the estimate ii) percentage of "Service Charge" quoted by bidder.
- 2.3.3.** It shall be mandatory for the contractor(s) to ensure coverage of all the deployed contract labour including "excluded employees" under the Employees' Provident Fund & Misc. Provisions Act, 1952 (EPF & MP Act). However, in such cases the liability of the contractor(s) towards PF contribution shall be limited to the prescribed wage ceiling notified from time to time under EPF & MP Act.
- 2.3.4.** It shall be mandatory for the contractor to cover all its contract labour with the mandatory insurance under Employees' State Insurance Act, 1948. In case, the contract labour are deployed in the ESI non-notified/non-implemented area or drawing wages beyond the ESI wage limit, benefits will have to be ensured under provisions of the Employees' Compensation Act, 1923 through Workmen Compensation Insurance Policy in lieu of Employees' State Insurance Act, 1948. The contractor shall extend the coverage to the contract labour through Insurance Policies to meet i) Compensation Liability and ii) Mediciclaim Insurance Policy subject to overall insurance premium @ 3.25 % of wages (i.e. employer contribution towards ESI).
- 2.3.5.** The contractor is required to take a Group Personal Accident Insurance Policy of Rs. 3 Lakh per contract labour to cover expenses associated with any accident, which may result in death, temporary / permanent disablement, or any other medical

expenses related to the accident.

- 2.3.6.** The Contractor is required to take mandatory insurance(s) towards Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) & Pradhan Mantri Surkshya Bima Yojana.
- 2.3.7.** The contractor should issue ESI card to the staff, if applicable.
- 2.3.8.** Statutory deductions like TDS, wherever applicable shall be deducted from payments made to the contractor as per rules and regulations in force and in accordance with the income tax act.
- 2.3.9.** The contractor will maintain all the requisite records, any registers. The same may be produced to Labour deptt., Employee Provident fund, ESI or any other statutory body on demand.
- 2.3.10. Labour Identification Number (i.e. LIN) Registration (Mandatory) :** The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in IIM, AMRITSAR.
- 2.3.11. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY)), if applicable:** In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme. The Contractor shall inform IIM Amritsar about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).
- 2.3.12. The Contract Labour (R&A) Act, 1970 :** The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region. The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
 - a. It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of an authorized representative of IIM Amritsar initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.
 - b. In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, then IIM Amritsar, as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under the contract or as a debt payable by the Contractor.

2.4. SPECIAL CONDITIONS

- 2.4.1.** The Contractor should have a local Supervisor/ Manager for liaisoning and attendance recording of manpower.
- 2.4.2.** The Contractor will get the complete medical checkup done of all its employees at his/her cost, and the medical checkup certificate of all such employees shall be

- provided to IIM Amritsar immediately before putting them on duty.
- 2.4.3.** Attendance registers and the salary registers for the persons engaged for manpower service and other registers/documents required as per acts and rules may be verified by any designated official of IIM Amritsar assigned for this purpose or other enforcing agencies during their inspection.
 - 2.4.4.** Contractor shall in no case lease, transfer, sublet, assign/pledge or sub-contract its rights and liabilities under this contract to any other agency.
 - 2.4.5.** Contractor shall be directly responsible for any/all disputes arising between him and his employees and keep the Institute indemnified against actions, losses, damages, expenses and claims whatsoever arising thereof. IIM Amritsar shall not be a party in any such dispute.
 - 2.4.6.** Contractor shall be fully responsible for theft, burglary, fire or mischievous deeds, if any by his employees. Any loss due to any of above reasons shall be compensated by him in full.
 - 2.4.7.** During the validity of the contract, if any damage or loss of whatsoever nature to property due to negligence/mistake of person employed by the contractor, the sole responsibility of the same shall lie on the contractor alone. The Institute will be indemnified by the contractor about such loss/damage, if any, to the property or person.
 - 2.4.8.** The contractor shall keep IIM Amritsar indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and IIM Amritsar shall not be liable for any damages or compensation to any personnel or third party.
 - 2.4.9.** The responsibility of providing substitutes, if required by IIM Amritsar, if a person goes on long leave/quits the job shall be with the contractor and it should not hamper the effective services. The service provider shall intimate IIM Amritsar well in advance, if there is any probability of the persons leaving the job or being absent due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
 - 2.4.10.** The service provider shall be required to provide some personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
 - 2.4.11.** The contractor/supervisor shall supervise the functioning of manpower within their limitations and shall take all efforts to ensure that the services provided are efficient and flawless.
 - 2.4.12.** The contractor/supervisor shall be contactable at all times and shall immediately acknowledge messages on receipt on the same day. The agency shall strictly observe the instructions issued by Institute in fulfilment of the contract from time to time.
 - 2.4.13.** IIM Amritsar is not bound to avail the services of the same manpower for the whole period of the contract.
 - 2.4.14.** In case, any upward revision in minimum wages is notified by the appropriate government during the period of contract, IIM AMRITSAR shall reimburse only the additional financial implication arising out of such upward revision in minimum wages including implication of associated wage components such as PF, ESI, Bonus etc. (if any) to the Contractor. The Contractor is required to submit documentary proof for reimbursement of such additional financial implication. The arrears (if any) due to time gap between the date of notification and actual date of claim by the contractor shall also be paid.
However, there will be no reimbursement in such case towards (i) the overheads towards minimum infrastructure to be maintained by the bidder for execution of the

contract, running office expenses, coordination with Statutory Authorities, charges towards Bank Guarantees (BG), interest on working capital, documentation charge and reasonable profit margin and (ii) quoted "Service Charge" amount.

2.4.15. The quoted "Service Charge" will remain firm and fixed during the contract period. Based on the prevailing labour legislations governing contract labour, the Bidder/Contractor is required to consider the monthly cost of deploying average monthly based on the following and quote the "Service Charge" accordingly:

Sl. No.	Component for working out monthly cost of deploying a resource	Remarks
1	Minimum Wages as on the date of submission of the bid	
2	PF Contribution @ 13% (i.e. Employer contribution 12% + EDLI 0.5% + Admin Charges 0.5%)	
3	Bonus / Ex-gratia @ 8.33% of minimum wages per month	
4	ESI Employer Contribution @ 3.25%	
5	Provision for leave with wages @ 4.81% of minimum wages per month	
6	Premium for Employees Compensation Policy covering Compensation Liability and a Mediciam policy within overall premium @ 3.25 % of Minimum wages (i.e. employer contribution towards ESI), if ESI is not applicable	
7	Premium for Group Personal Accident Insurance Policy with a coverage of three lakh rupees	<i>(based on rates offered by at least one leading insurance provider)</i>
8	Premium for PMSBY (Surakshya Beema Yojna)	
9	Premium for PMJJBY (Jeevan Jyoti Beema Yojna)	
11	Any other statutory component(s) if made mandatory by the proposed Labour Codes by Government of India (after it comes into force).	

2.4.16. Payment related obligations

a. **The Employees' Provident Fund & Miscellaneous Provisions Act 1952:** The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952. The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.

The Contractor is required to submit copies of separate e-Challans / ECR along with proof of payment/receipt in respect of resources engaged through this contract only, on monthly basis. Common challans would not be acceptable in IIM Amritsar. The Contractor should submit copies of previous months EPF e-Challans / ECR along with current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the authorized official of IIM Amritsar to confirm the status of payment and names of the resources deployed. PF is mandatory

irrespective of the number of resources deployed by the Contractor under this contract.

PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e. Rs. 15,000/- currently).

- b. **The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates):** The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance Act, 1948. The Contractor has to arrange Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card for the resource(s) engaged by him from the Corporation.
- c. The payment will be made by the institute to the contractor on monthly basis on submission of bill in duplicate along with the certificate of satisfactory performance of work from the authorized official of the IIM Amritsar. A certificate to the effect that all labour laws including EPF, ESI payments. etc. are being followed has to be furnished with proof along with the bill for payment. The contractor will have to submit the bills with the list of employees duly certified by him/her.
- d. Salary register, salary receipts will have to be submitted to the authorized official every month for verification along with the salary bills.
- e. In case it is found that the wages are not being paid in accordance with the statutory Minimum wages Act and unauthorized deductions are being made, the contract may be terminated forthwith & the EMD/Performance security forfeited or penalty may be imposed.
- f. TDS and other statutory levies as applicable from time to time will be deducted from the bills of the contractor.
- g. In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its employees by 7th of every month and there should be no linkage between this payment and settlement of the contractor's bills from IIM Amritsar. The contractor/firm should ensure that the full salary/wages are paid to the his/her staff by 7th of every month without deduction of any kind of service charges/other charges except EPF/ESI/bonus etc. where applicable failing which a penalty @ Rs. 500/- per day will be charged on the firm which will be deducted from the Bills) produced by the agency. If any undeclared amount in the financial bid is deducted from the salary of a employee, matching deduction will be made to the bill and will be paid to the concerned employee.
- h. **Payment of Wages:** The Contractor shall disburse monthly wages through e-banking / digital mode through cashless transaction only, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7th day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 in the presence of authorized representative of IIM Amritsar. After disbursement of wages, the representative of the Contractor and authorised representative of IIM Amritsar have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) with specific seal detailing name/designation/Company.
- i. **Payment of Bonus:** Contractor shall ensure payment of bonus as per the

provisions of the Payment of Bonus Act, 1965. Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs. 7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation. Payment of Bonus / ex-gratia (if Bonus is not applicable) shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract. The amount towards the payment of bonus/ex-gratia shall be released / reimbursed to the contractor, after submission of proof of payment.

- j. **Group Personal Accident Insurance Policy:** The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of Rs. 3 Lakhs per resource for the entire period of contract covering all resources deployed under the contract.
- k. **The Payment of Gratuity Act, 1972:** In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the authorized official for claiming reimbursement of amount paid towards death Gratuity from IIM Amritsar.
- l. **Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY):** Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of IIM Amritsar. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

2.5. AWARD CRITERIA

- a. The contract may be awarded to the Tenderer/ Bidder whose technical proposal is responsive, cost-effective, and meeting all the requirements of IIM Amritsar and whose financial bid has been determined to be lowest. After the opening of the price bids of the short-listed Bidders, if there is a discrepancy between words and figures, the amount indicated in words will prevail.
- b. IIM Amritsar also reserves the right to accept or reject any or all tenders either in whole or in part or to invite revised price bids or to annul the bidding process at any time before finalization without incurring any liability to the affected Tenderer / Bidder. The Director, IIM Amritsar does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the Tenderer/Bidder shall be bound to perform the same at the rates quoted.
- c. The successful bidder shall have to submit a declaration, indemnity and undertaking, which will become part of the agreement. The Contractor will sign the agreement with all terms & conditions of this tender with IIM Amritsar and will provide the services from the date as will be mentioned in the work order/agreement.
- d. The earnest money deposit (EMD)/Performance security will be forfeited if the contractor fails to commence the work on the communicated date, and the

letter of award/work order and the award letter will be cancelled.

2.6. DEFICIENCY & PENALTY

Deficiency shall mean a deficiency in the performance of service(s) including, poor quality of service, non-compliance of statutory provision(s) or non-compliance of any of the tender condition(s).

IIM Amritsar on observing any deficiency may inform/advise the supervisor / representative of the Contractor to rectify the same. If the deficiency(ies) still persists even after repeated advice / information, the Contractor will be issued show-cause notice, setting out the deficiency(ies) observed, to give the Contractor an opportunity to make a representation within 7 (seven) days from the date of receipt of such notice. If any such representation is made by the Contractor, IIM Amritsar shall take cognizance of the same before taking a final decision to impose penalty(ies) in respect of deficiency(ies). The decision of the Director, IIM Amritsar with regard to any deficiency in service and penalty(ies) for such deficiency(ies) shall be final and binding on the contractor(s).

- a. With a view to discourage deficiency(ies) in the performance of any service(s) by the Contractor, it is agreed that for each Deficiency as determined by IIM Amritsar in any service(s) to be performed by the Contractor, IIM Amritsar shall be entitled to levy a token penalty, if not specified elsewhere, of Rs. 1,000/- (Rupees One Thousand only) per day per deficiency.
- b. The Contractor shall maintain all the Reports, Returns, Forms, proforma(s) and other prescribed documents under the applicable Labour Legislations (including those mentioned above) and IIM Amritsar shall have the right to satisfy itself in this regard at any point of time. Each deficiency by the Contractor shall entitle the IIM Amritsar to levy a token penalty on the Contractor by deduction in the invoice(s) of the Contractor or from the Security Deposit @ Rs. 1,000/- per instance.
- c. List of deficiencies and penalties thereof:

Sl. No.	Nature of Deficiency in services	Rate of Penalty (Rs.)
1	Non-deployment /short deployment of resource(s)	Rs 1,000/- per resource per instance
2	Complaints of misbehaviour or negligence on the part of the resource	Rs. 1,000/- per instance
4	Non-submission of running / final bill beyond 30 days of stipulated time for the applicable date of bill submission	Rs. 1,000/- per instance and Rs.100/- per day beyond that.
5	Delayed payment of salary (after 7 th day of the month) to its manpower	Rs. 500 per day after 7 th day of the month
6	Non-compliance of Term & conditions of the tender/contract or/and any damage	Cost of the actual damage and extra 20% of the damage as service charge

- d. In case, the deficiency continues for such period or in such manner as determined by IIM Amritsar that affects the services as mentioned in the Scope of Work/ work order, on expiry of notice period, rectify / re-execute the service as the case may be at the

risk and cost of the Contractor or may terminate the contract due to non-performance.

The decision of the Director, as to any issue arising under this clause, shall be final and conclusive without prejudice to its the right to terminate the Contract thereof / terminate the service(s) on the basis of repeated occurrence of identified deficiency(ies) / instance of persisting poor performance.

In the event of such termination of services / contract, IIM AMRITSAR reserves the right to get such service(s) performed at the risks and costs of the Contractor for a period equivalent to the unexpired period of the Contract thereof.

2.7. CONTROL OVER EMPLOYEES

The manpower deployed by the Contractor under the contract shall be the employees of contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor (who is answerable to the competent authority of IIM Amritsar or his representative) and in no case, shall an employer-employee relationship accrue/rise implicitly or explicitly between the said person and IIM Amritsar.

2.8. CONTACT DETAILS

Contact details of the person for all manpower service related queries/support.

Name & Designation:	
Phone No:	
Fax No:	
Mobile:	
E-mail:	

2.9. NAME ON THE CONTRACT

The Tender submitted shall clearly mention the name of the agency/person in whose favor the contract is to be made. Any request made after submitting the Tender for changing the name of the firm in whose favor the contract is to be placed shall not ordinarily be entertained.

2.10. TERMINATION OF CONTRACT

IIM Amritsar reserves its right to terminate the contract at its absolute discretion including, but not limited to the following:

- a. If the vendor is adjudicated insolvent by a Competent Court of Law or files for Insolvency or the Agency's Company is ordered to be wound up by a Competent Court. The vendor commits any material breach of the terms of this contract with IIM Amritsar or if found guilty of any malpractice in the performance of the contract.
- b. If any charge-sheet is filed by the Competent Authority of the Government against the vendor is convicted by a criminal court on the grounds of moral turpitude.
- c. In the event of non-satisfactory service or failure on the part of the agency or if the agency shall neglect to execute the services with due diligence or shall refuse or neglect to comply with any reasonable orders by IIM Amritsar in connection with the manpower shall contravene the provisions of the Contract, IIM Amritsar shall

have the option to terminate the contract by giving one-month notice. It may get the services (either in part or in whole, as the case may be) by any alternate sources at the agency's risk and cost. In such an event, the agency shall have no claims whatsoever against IIM Amritsar in consequence of such termination of the contract. The decision of the Director of IIM Amritsar in terminating the contract will be final and binding on the agency.

- d. In case the contractor withdraws his services without giving a prior notice of one month, the EMD/Performance security will be forfeited and the firm will be debarred/blacklisted in future.

2.11. CONCILIATION & ARBITRATION

Any dispute or difference whatsoever arising between the parties relating to or arising out of the contract shall be settled first by Conciliation in accordance with the Govt. Rules and settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties. Reference to Arbitration shall be made only when the Conciliation has failed.

In case of such dispute or difference, the matter would be referred to the Arbitrator whose decision shall be final and shall not be called in question. The Director of IIM Amritsar will appoint an Arbitrator with the mutual consent of both the parties (Contractor and IIM Amritsar).

2.12. JURISDICTION

This contract shall be operated within the jurisdiction of courts in Amritsar.

2.13. CONTRACT PERIOD

The initial contract period will be for one year that could be extended subject to the approval by competent authority on yearly basis for one more year with the same terms & condition of the tender as mutually agreed upon by both the parties (IIM Amritsar & Contractor) based on institutional needs, satisfactory performance and/or fulfillment of contractual terms & conditions by the contractor/agency. The contract shall be automatically expired at the end of contract period (12 months).

CHAPTER-3 SCHEDULE OF REQUIREMENTS

3.1. NATURE AND SCOPE OF WORK

The Contractor shall provide the manpower services to IIM Amritsar at its locations (transit campus, leased building, permanent campus and hostel etc.) for a period of one year from the date of commencement of service subject to terms and conditions specified in this tender.

The requirements of the employees will be purely on requirement based. Therefore, the no. of contractor's employees may increase or decrease any time and IIM Amritsar will be under no obligations to engage any specific number of contractor's employees during the period of contract. Additional requirement of employees would be indicated separately on some occasions or otherwise, which should be accommodated/offered on Govt. wage rates and/or at pro-rata basis of contract.

Due to the varied nature of professional, technical, and auxiliary manpower in terms of qualifications, experience, competence, knowledge, skills, and abilities as well as the duration ranging anywhere from short-term to long-term, the scope of responsibilities of the IIM Amritsar and the service provider shall be as follows:

Responsibilities of the IIM Amritsar and the Service Provider:

1. IIM Amritsar shall furnish the service provider the details of the service requests consisting of:
 - a. A detailed summary of the roles and responsibilities of the type of service requested;
 - b. Minimum eligibility criteria in terms of education, experience, knowledge, skills, and abilities of the professional, technical and auxiliary manpower required by IIM Amritsar in order to complete the services in a satisfactory manner in terms of quality, time, and resultant output.
 - c. Expected duration of the requirement as practically possible and foreseeable.
 - d. Certification requirements or specialized knowledge required, if any.
 - e. Evidence of prior successful completion of similar tasks.
 - f. A suggestive range of the price or budget the institute is able to offer for the services;
 - g. Any other specifications that IIM Amritsar may consider necessary to fulfill the tasks.

2. Service Provider shall perform the following activities:
 - a. The service provider shall source appropriate manpower as per the specifications provided by IIM Amritsar within the range of the budget provided;
 - b. The service provider shall perform necessary evaluation of the manpower such as skills test, oral tests, test of knowledge, etc., as deemed appropriate to assess their abilities to complete the tasks in a satisfactory manner;
 - c. Conduct all background tests and credential verifications;
 - d. Verify past employment history, including wages earned, etc.

- e. Assess the market rate of the manpower in terms of knowledge, skills, abilities, experience, and educational qualifications and provide a competitive quote for the rate for their services.

3.2. WORK NORMS

The service provider agrees to provide manpower for a period of six-days a week (Monday through Saturday) during the normal working hours of 09.00am to 05.30pm with a 30-minutes lunch break. The service provider shall further ensure that their employees do not provide any services to IIM Amritsar when the IIM Amritsar is not functioning. Occasionally, the institute may need the manpower services of the service provider on weekends and/or holidays. The service provider agrees to provide such services on the weekends and holidays and may provide comparable time-off for providing services on weekends and holidays.

CHAPTER-4 PRICE SCHEDULE (TO BE QUOTED BY THE BIDDERS)

Form-1

FINANCIAL BID FOR PROVIDING MANPOWER SERVICES

1.	Nature of Service	To provide manpower services to IIM Amritsar for its transit campus/ leased building/permanent campus/hostel.
2.	*Service Charges	-----% (in words _____%)
3.	GST	-----% (in words _____%)

Note:

**The estimated rate as above includes sufficient margin towards overheads i.e. minimum infrastructure to be maintained by the bidder for execution of the contract, running office expenses, coordination with Statutory Authorities, charges towards Bank Guarantees (BG), interest on working capital, documentation charge and reasonable profit margin.*

The reimbursement due to any upward revision of wages shall be limited only to the statutory wage components i.e. wages, PF, ESI / EC, Bonus and Leave wages and the impact of revision on wages shall not be allowed on i) overheads considered in the estimate ii) percentage of "Service Charge" quoted by bidder.

I/We hereby undertake that I/We completely understood both financial and non-financial implications towards the statutory and non-statutory components involved in deployment of resources as per the tender document.

I/We hereby undertake that I/We have quoted the "Service Charge" / Rates considering all the above stipulations / conditions and the undertaking for the same is enclosed.

Date:

NAME, SIGNATURE & SEAL OF THE CONTRACTOR

CHAPTER-5 UNDERTAKINGS AND AGREEMENT FORM

Form-2(a)

DECLARATION

I..... sole proprietor/Director/Partner), the authorized signatory of **M/S**..... having its registered office/principal office at.....do hereby solemnly affirm and declare as under: -

1. That I/we will abide by all the rules and regulations of the State/Central Government/Local Administration under the Payment of Minimum Wages Act 1948, Inter-state Migrant Workmen Act 1979, EPF & Miscellaneous Provisions Act 1952, ESI 1948, any other relevant Act as may be in force from time to time. I/We undertake to indemnify IIM Amritsar against any loss or damage which IIM Amritsar may suffer as a consequence of our not complying with the laws referred to above. Also. I/We undertake to pay the wages in accordance with all existing and applicable laws. I/We further undertake to indemnify IIM Amritsar against any loss or damage which it may suffer as a result of the negligence on the part of the tenderer or any of his employees in the course of performance under this tender/contract.
2. That as per the contract executed between both the parties and being a registered contractor under (The Contract Labour Regulation and Abolitions Act 1970) have complied with the provisions of all laws as applicable.
3. That I/we have covered all the eligible employees under Employees' Provident Funds and Miscellaneous Provisions Act and the Employees' State Insurance Act and deposited the contributions under my code numbers for the said month and as such no amount towards contributions whatsoever is payable till date.
4. That I further declare and undertake that in case any liability pertaining to my employees is to be discharged by the principal employer due to my lapse, I undertake to reimburse the same or the principal employer is authorized to deduct the same from my monthly bill/security amount lying with the principal employer as payable.
5. That I/we have taken the full and final receipts from all the employees who had been engaged and deputed at the premises of principal employer by me being their principal employer and who had left the job and the copy/copies of the same are annexed herewith this declaration.
6. That it is further declare that all the employees engaged by me had taken all their dues like Bonus, Leave with Wages, service compensation and gratuity etc. as applicable to the eligible employees as per the muster rolls maintained by me.
7. That if at any stage any claim arises up to the date of termination of my contract with the principal employer from any concerned department of ESI, EPF and by any employee in that event I and on behalf of my company/firm shall be held responsible to reimburse/indemnify to the principal employer for any such loss caused in this regard.
8. That I/we further undertake that in case any liability accrues during the tenure of my contract with M/s Indian Institute of Management, Amritsar. In that event I shall be held responsible to reimburse/indemnify to the principal employer for any such loss caused in this regard.
9. That I/We also undertake to execute the agreement as presented by the Institute (IIM Amritsar) and abide by the terms and conditions of the tender which have been perused and understood by me/us. I/We have gone through the terms and conditions of the tender and agree and undertake to abide by the same during the term of the contract.

10. That I/We undertake to abide by the Central/State rules and regulations, code of conduct for my/our employees that may be laid down by the Indian Institute of Management Amritsar. That I/We agree, wherever applicable, to provide appropriate uniforms and accessories to the employees to be employed/deployed by me/us at my/our cost.
11. That I/We agree and undertake to provide well-experienced employees keeping good health and not suffering from any communicable/contagious disease.
12. That I/We agree to undertake to provide workforce and render satisfactory manpower services at IIM Amritsar Manpower.
13. That I/We agree to get the complete medical checkup done of all manpower employees after every six months at my/our cost, and the medical checkup certificate of all manpower employees shall be provided to IIM Amritsar immediately before deputing them on duty.
14. That I/We also undertake, wherever applicable, to maintain a stock register for all such items supplied by the Institute (IIM Amritsar) and produce such stock register for inspection whenever demanded by the Institute or its authorized representative.
15. That On the expiry or termination of the contract, I/We undertake that all our employees direct or indirect shall leave the Institute only after handing over all the items supplied by the Institute to the authorized officer and clear all the dues if any, outstanding.
16. That the contractor shall nominate a supervisor who will be responsible for supervision/attendance/control, of all activities related to contract, and the Contractor shall be bound to abide by the Instructions/Orders/Decisions and Directions.
17. That manpower may increase or decrease any time and IIM Amritsar will be under no obligations to engage any specific number of contractor's employees during the period of contract. Additional requirement of employees would be indicated separately by IIM Amritsar on some occasions or otherwise, which would be accommodated/offered on Govt. wage rates and/or at pro-rata basis of contract.
18. That full salary/wages will be paid to the manpower by 7th of every month without deduction of any kind of service charges/other charges except EPF/ESI/bonus etc. where applicable failing which a penalty may be imposed and deducted from the bills. If any undeclared amount is deducted from the salary of a worker, a matching deduction will be made to the bill and will be paid to the concerned worker.

That the contents stated in the above paras have been fully understood/explained by/to me and there is no pressure upon me and I am executing this declaration in my full senses and I shall be abide by the same.

Contractor's Signature and seal with date: _____

Name: _____

Address: _____

WITNESSES :

- 1.
- 2.

INDEMNITY BOND

WHEREAS Indian Institute of Management Amritsar (hereinafter referred to as IIM Amritsar) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at ----- has entered into a CONTRACT with <***name of the Contractor***> Incorporated (hereinafter referred to as the ('CONTRACTOR')) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at ----- for Rs. -----for <***NAME OF THE CONTRACT***> ---- for a period of-----” and on the terms and conditions as set out, inter-alia in the Letter of Acceptance No. -----and various documents forming part thereof hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and / or variations thereto.

IIM Amritsar has also requested the CONTRACTOR to execute an Indemnity Bond in favour of IIM AMRITSAR indemnifying it from all consequences which may arise out of any Case filed by any Resources/ vendors/ sub- Contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of IIM AMRITSAR for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc. and the Contractor has readily agreed for the same.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified IIM AMRITSAR from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to IIM AMRITSAR forthwith, on demand, without protest the loss suffered by IIM AMRITSAR together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with IIM Amritsar that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of IIM Amritsar arising from any such contract/case for which IIM Amritsar has been made party until now or here-in- after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / Contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the Contractor.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE

Place:
Date:

UNDERTAKING

(To be submitted along with un-priced bid)

I/We hereby undertake that I/We have completely understood the terms & conditions of the Tender, the cost involved thereof in deployment of resources.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed IIM, AMRITSAR/owner is at liberty to take action in line with the tender conditions including termination of the contract.

Seal

Signature of Bidder.....

Name of Bidder.....

AGREEMENT

This agreement made on this between the Indian Institute of Management Amritsar through their Director on one part (hereinafter refer to as IIM Amritsar).

And

..... (Hereinafter referred to as the Contractor which expression shall include his heir, executors, administrators and assigns) of the other part. Whereas the IIM Amritsar is desirous of giving a contract for providing the in the Institute and whereas have offered to provide the same on the terms and conditions stated in the tender document and hereafter stated.

Now it is hereby agreed by and between the parties.

1. The following documents shall be deemed to form part of the agreement
 - a. Declaration, Indemnity bond, undertaking submitted by the Contractor
 - b. The letter of intent/acceptance bearing No.....Dated
 - c. Tender Number.....
2. **Terms and Conditions**
 - 2.1. The Contractor hereby agrees with the client to render service in conformity to the provisions of this agreement.
 - 2.2. **Commencement and termination:** That the agreement will come into force with effect from and shall barring unforeseen circumstances. The initial contract period will be for one year that could be extended on a yearly basis with the same terms & condition of the tender as mutually agreed upon by both the parties (IIM Amritsar & Contractor) based on institutional needs, satisfactory performance and/or fulfillment of contractual terms & conditions by the contractor/agency.
 - 2.3. That the agreement may be terminated by either party by giving one month's notice to the other.
 - 2.4. That under the circumstances given below, the Institute shall have the right to terminate the contract without notice, in addition to other remedies as available under the law.
 - 2.4.1. For committing a breach of any of the terms and conditions of this agreement by the Contractor, he will further be liable to pay the damages as assessed by the arbitrator.
 - 2.4.2. Contractor shall in no case lease, transfer, sublet, assign/pledge or sub-contract its rights and liabilities under this contract to any other agency.
 - 2.4.3. The Contractor being declared insolvent by a competent court of law.
3. **Arbitration:** In the event of any question or dispute or difference arising under this agreement or in connection therewith, the same **would be referred to the Arbitrator whose decision shall be final and shall not be called in question. The Director of IIM Amritsar will appoint an Arbitrator with the mutual consent of both the parties (Contractor and IIM Amritsar).**
 - a. The arbitrator may from time to time with the consent of all the parties extend the time for giving and publishing the award.
 - b. Subject to the aforesaid provisions, the Arbitration and Conciliation Act, 1996 and

the rules made thereunder and any modification/amendments (2015,2019) thereof from the time being in force shall be deemed to apply to the arbitration proceedings. All disputes and arbitration under this agreement shall be subject to the jurisdiction of the Court of Law (Amritsar, Punjab)

IN WITNESS WHEREOF we set our hands on

FOR & ON BEHALF OF THE PROPRIETOR

FOR & ON BEHALF OF THE INDIAN
INSTITUTE MANAGEMENT,
AMRITSAR

(CONTRACTOR)

(Authorized Signatory)

Witness

Witness

1.

1.

2.

2.

Address:

CHAPTER 6– OTHER STANDARD FORMS

FORM-4

Ref: -

Dear Sir,

The following UTR of transactions made to IIM Amritsar are enclosed herewith towards Tender Fee & EMD

Detail of DD	Amount	UTR No. & Date	Bank Name
Tender Fee (Including Tax)	Rs.		
EMD	Rs.		

CERTIFICATE

(To be provided on the letterhead of the firm)

I hereby certify that the above firm/agency neither blacklisted by any Central/State Government/ Public Undertaking/Institute nor is any criminal case registered/ pending against the firm or its owner/ partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case, at a later date it is found that any details provided above are incorrect, any contract given to the above agency may be summarily terminated and the firm blacklisted.

Authorized Signatory Date:

Name: Place: Designation: Contact No.:

Seal

Financial Statement

1. Financial Analysis

Details are to be furnished duly supported by figures in Balance Sheet / Profit and Loss a/c for the last five financial years duly certified by the chartered accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

Sr. no.	Details	Years ending 31 st March of				
		2016	2017	2018	2019	2020
1.	Gross Annual turnover in manpower service provided					
2.	Profit (+) / loss(-)					

Supporting Documents are to be attached along with the Annexure-(*Balance Sheet approved by the CA and the IT clearance certificate, profit loss account, Income Tax Returns for the last three financial years*)

2. Financial arrangement for carrying out the proposed work

3. Income Tax PAN Details

4. Details of Solvency certificate from Bankers of Applicant

Signature of Applicant(s)

Signature of Chartered Accountant with seal

Details of all contracts completed during the last five years

Name of company: _____

Sr. No.	Name of contract & location	Name of client	Annual cost of contract	Period of Contract	Supporting document (attach copies of work order & completion certificates)

Note: - Above experience sheet must be supported by authentic certificates from service taking organization.

(Signature of the applicant with office seal)

Contracts under progress

1. Name of work :

2. Location :

3. Client's Name and address :

4. Scope of work :

5. Details of personnel deployed on the work:

7. Value of work :

Signature of Applicant(s)

Performance Report by the clients for contracts completed

1. Name of the work & Location
2. Scope of work
3. Agreement No.
4. Tendered Cost
5. Value of work done
6. Date of Start
7. Date of completion
 - a. Stipulated date of completion
 - b. Actual date of completion
8. Amount of compensation levied for delayed completion, if any
9. Name and address with telephone no of Officer to whom reference may be made
10. Remarks (indicate whether any show cause notice issued or Arbitration initiated during the progress of work)
11. Performance report based on quality of work, time management and resourcefulness:

Very Good / Good / Fair

Executive Engineer / Project Manager /or Equivalent

Details of Key Technical and Administrative Personnel Employed by the Firm/Company

S.No.	Designation	Total No.	Names	Qualification	Professional experience	Length continuous service with employer
1	2	3	4	5	6	7

Signature of Applicant(s)

Structure and Organization of the contractor/agency

1. Name and address of the applicant :
2. Telephone No. / Fax No. / E-Mail address :
3. Legal Status (attach copies of original Document defining the legal status) :
 - a) An individual
 - b) A Proprietary Firm
 - c) A Firm in Partnership
 - d) A Limited Company or Corporation
4. Particulars of registration with various Government bodies (attach attested photo-copy) :
 - a) Registration Number
 - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
6. Was the applicant ever required to suspend the manpower service for a period of more than six months continuously after the manpower service was commenced? If so, give the name of the project and give reasons thereof.
7. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion?
8. Has the applicant or any constituent partner in case of partnership firm, ever been debarred / Blacklisted for tendering in any organization at any time? If so, give details.
9. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so give details.
10. In which field of Manpower service, specialization and interest is
11. Any other information considered necessary but not included above

Signature of Applicant (s)

LETTER OF TRANSMITTAL

Date:

To:

**The Director,
Indian Institute of Management, Amritsar
Punjab Institute of Technology Building,
Inside Government Polytechnic Campus,
Polytechnic Road, PO: Chheharta, G.T. Road
Amritsar - 143105**

Sub: **Providing Services for IIM Amritsar for 12 months**

Sir,

Having examined the details given in notice inviting qualification application and tender for the above work, I / we hereby submit the qualification application documents (Technical Bid) and the tender (Financial Bid) for the work duly filed.

1. I / we hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I / we have furnished all information and details necessary for deciding our eligibility to be qualified for taking part in the tendering process for the work. We have no further information to supply.
3. I / we submit the requisite solvency certificate and authorize the Director IIM Amritsar or his authorized representative to approach the bank concerned to confirm the correctness of the certificate. I / we also authorize the Director, IIM Amritsar or his representative to approach individuals, firms and corporations to verify our competence and general reputation.
4. I / we submit the following certificates in support of our suitability, technical knowhow and capability for having successfully completed following works.

I am / we are aware that the tender documents (Financial bid) will not be opened if I am / we are not qualified to take part in the tendering process.

Seal of the Applicant

Date of submission

Signature(s) of the applicant(s)