

# INDIAN INSTITUTE OF FOREIGN TRADE



**Inviting Tender for**

**Providing Manpower Services  
through Outsourcing  
for**

**IIFT-JNTUK Campus,**

**Last Date of Submission: 09.12.2022 at 15:00 Hrs**

**INDIAN INSTITUTE OF FOREIGN TRADE**

*(A Deemed to be University)*

*under Ministry of Commerce & Industry, Govt. of India)*

JNTUK CAMPUS, KAKINADA – 533003

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## **NOTICE INVITING TENDER**

Indian Institute of Foreign Trade (IIFT), JNTUK, Kakinada Campus invites Tenders from registered and authorized contractors in two Bid Systems (Part 1 Technical and Part 2 Financial) for engagement of Skilled/Semi Skilled/Unskilled Manpower Services for Technical/Administrative/Support Services etc. at IIFT, JNTUK Campus, Kakinada (Andhra Pradesh) – 533003.

### **IMPORTANT INFORMATION AND DATES**

<b>S.No</b>	<b>Description</b>	<b>Details</b>
1	Purchaser	IIFT, JNTUK Campus, Kakinada
2	Tender No	IIFT(KKD)/1(7)/2022-23
4	Online Tender information available at	<a href="http://www.iift.ac.in">www.iift.ac.in</a> & <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> from 20.11.2022
5	Earnest Money Deposit (in Rs.)	Rs.45,000/-
6	Security Deposit (in Rs.)	Rs.1,40,000/-
7	Tender Floating Date	18.11.2022
8	Last Date and Time for Submission of Tender	09.12.2022 up to 15:00 Hrs
9	Date, Time and place of opening of Technical bid	09.12.2002 at 16:00 Hrs IIFT, JNTUK Campus, Kakinada, Andhra Pradesh
10	Date and Time of opening of Financial bid	Opening of financial bid date, time, and venue will be conveyed to the technically qualified bidder by post/mail/telephonically.

# INDIAN INSTITUTE OF FOREIGN TRADE

## Tender No:IIFT(KKD)/1(7)/2022-23

The prescribed Tender Form containing the details may be downloaded from website [www.iift.ac.in](http://www.iift.ac.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) and can be submitted by the due date and time. EMD need to be deposited through demand draft alongwith bid in favour of IIFT payable at Kakinada.

The tender document (Technical bid, EMD and Financial bid) duly filled, signed and stamped as per the instructions of the tender document can be submitted by 09.12.2022 at 15.00 hrs at IIFT, JNTUK Campus, Kakinada. No tender will be accepted after prescribed time and date.

Technical Bid shall be opened on 09.12.2022 at 16:00 hrs in the presence of Tender Committee Members & Tender-bidders at IIFT, JNTUK Campus, Kakinada. The Institute reserves right to reject any or all the tenders without assigning any reasons, thereof.

The tender documents giving full details terms and conditions can be downloaded from Web Site [www.iift.ac.in](http://www.iift.ac.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in)

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## **SCHEDULE OF REQUIREMENT**

IIFT invites sealed Bids from reputed and financially sound agencies / bidders for providing outsource manpower services for IIFT, JNTUK Campus, Kakinada in a two bid system taking into account the following conditions:

1. IIFT-Kakinada has initial requirement of manpower as detailed in "Section-C" of the tender document. The requirement of manpower at IIFT-Kakinada is only indicative and may further increase or decrease at any time during the period of contract depending upon the exigency of work.
2. The remunerations, to the manpower, which would be engaged through outsourcing agency as indicated in "Section-C", would be excluding statutory to be made such as ESI and EPF etc. The contract will be initially for a period of one year and is likely to commence from the date of deployment of manpower after completing pre-deployment formalities listed in the tender document which may be extended for a further period of one year (but not more than two times) depending upon the requirement of manpower, administrative convenience of and performance of the agency.

### **A. LIABILITIES AND CONTROL, ETC. OF THE PERSONS DEPLOYED**

1. The successful agency/ bidder shall ensure that the individual manpower deployed at IIFT-Kakinada confirms to the technical specification of education and skill prescribed in "Section-C" of the tender document.
2. The successful agency/bidder shall furnish the list of persons to be deployed along with the following documents in respect of the individual manpower who will be deployed by them at IIFT-Kakinada before the commencement of work:
  - a) Bio-data of each person along with self-attested copies of the certificates in respect of their educational / professional qualifications, etc.
  - b) Attested copy of matriculation certificate containing date of birth.
  - c) Certificate of verification of antecedents of person by local police authority.
  - d) Detailed proof of identity like Aadhar No., driving licence, bank account details, proof of residence and 2 recent passport size photographs of the personnel to be deployed by the agency at IIFT-Kakinada
3. The successful agency/bidder shall ensure that the personnel deployed are medically fit.
4. The successful agency/bidder shall be responsible for proper conduct of his/her/their personnel at IIFT-JNUTK Campus, Kakinada premises. In case of any damage/loss/theft etc., to the property of IIFT-Kakinada which is caused by the personnel deployed by the agency, the agency will either be liable to make good the loss on the basis of the value of the property as determined by IIFT-Kakinada or the same could be recovered from the performance guarantee, monthly payments due to the agency.

5. The personnel deputed to IIFT-Kakinada by the successful agency/bidder should be polite, cordial, positive and efficient while handling the assigned work. In case, the person employed by the successful agency/ bidder commit any act of omission/commission that amounts to misconduct / indiscipline/ incompetence, the successful agency will liable to take disciplinary action against such persons, including their removal from the work, if required by IIFT-Kakinada and dress code mandatory for security guards for other staff.
6. The personnel deputed to IIFT-Kakinada shall not be changed by the agency under any circumstances unless there is a specific request from IIFT-Kakinada.
7. It will be the responsibility of the successful agency/bidder to meet transportation, medical and other requirements in respect of the persons deployed at IIFT-Kakinada will have no liabilities in this regard.
8. For all intents and purposes, the successful agency/bidder shall be the 'employer' within the meaning of different labour legislations in respect of manpower deployed at IIFT-Kakinada. The persons deployed by the agency/bidder IIFT-Kakinada shall not have claims of any employer and employee relationship.
9. The successful agency/bidder shall be solely responsible for the redressal of grievance/ resolution of dispute relating to persons deployed. IIFT-Kakinada shall in no way be responsible for settlement of such issues whatsoever.
10. IIFT-Kakinada shall not be responsible for any financial loss or any injury to any person deployed by service providing agency/bidder during the course of their performing the functions/duties or for payment towards any compensation
11. The persons deployed by the successful agency/bidder neither have rights to claim nor entitled to pay, perks and other facilities admissible to the regular employees of IIFT-Kakinada during the currency or after expiry of the contract.
12. In case of termination of the contract on its expiry or otherwise, the persons deployed by the successful agency/bidder shall not be entitled to and will have no claim for any absorption or engagement in any capacity in IIFT-Kakinada

**B. LEGAL**

1. The successful agency/bidder shall be responsible for compliance of all statutory provisions (wages, PF, ESI, Bonus etc.) according to the applicable law / notification of Chief Labour Commissioner (Central), Ministry of Labour & Employment, Govt. of India, in respect of the persons deployed by them in the IIFT-Kakinada.
2. IIFT-Kakinada apart from the remuneration, will reimburse to the agency all statutory charges towards ESI, EPF and Bonus, as applicable under prevailing law from time to time.
3. The successful agency/bidder shall also be liable for depositing all taxes, levies, cess etc., on account of services rendered by the bidder to IIFT-Kakinada to concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations on the matter. In case, the successful agency/bidder fails to comply with the statutory/taxation obligation under

appropriate law, and as a result thereof, IIFT-Kakinada is put to any loss/obligation, monetary or otherwise, the IIFT-Kakinada will deduct the same from the monthly bills and/or the performance security deposit of the agency/bidder, to the extent of the loss or obligation in monetary terms.

4. The successful agency/bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand to the concerned authority of IIFT-Kakinada or any other authority under law.
5. The tax deduction at source (TDS) shall be made as per the provisions of Income Tax Act and a certificate to this effect shall be provided to the agency by the IIFT-Kakinada.
6. The remuneration of the deployed personnel must be credited to their bank account by the successful agency/bidder latest by 7<sup>th</sup> of every month. A penalty of Rs. 500/- per day shall be imposed on the agency for failure to meet this deadline.
7. The successful agency/bidder shall present the bills for reimbursement of the remuneration latest by 2<sup>nd</sup> of every month so that the same can be processed at the earliest. However, the deadline of payment of the persons deployed by the agency shall not be altered by the agency even if payment is not received or delayed from IIFT-Kakinada.

### **C. TECHNICAL REQUIREMENT OF MANPOWER TO BE DEPLOYED**

The eligibility criteria for personnel to be deployed by successful agency/bidder in IIFT-Kakinada shall be as per details given in tender documents. The details of requirement of services to be procured through successful service providing Agency/bidder are indicated below. Being the initial requirement, the number may vary as per exigencies:-

Sl. No.	Name of service to be procured (as per Section – C)	Minimum educational qualification with experience (as per Section – C)	Office hours applicable for the staff throughout sourcing agency  (as per Section-C)
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#### **Note:**

1. Statutory charges like EPF and ESIC, as applicable, are excluded in remuneration. The remuneration is for deployment as per office hours (given in Section – C) including lunch of 30 minutes. However; depending upon exigency and requirement of work, engaged personnel may be required to work beyond office hours, weekends and on holidays. Overtime Allowances as applicable, shall be payable in that case.
2. Current Man Power requirement and quantities  
 (a) Security Guard (1 NO 24\*7) - 3NO's [4<sup>th</sup> reliever provision] (b) MTS 2NO's (c) House Keeping and Sweepers (1 Male & 1 Female) 2 NO's (d) Residential Women Manager for Hostel 1NO's (e) Electrician for Hostel and Campus (1 NO) (f) Mali/Gardener (1 NO's)
3. Additional man power need to be provided as and when required.

## **INSTRUCTIONS TO BIDDERS AND GENERAL TERMS & CONDITIONS**

### **I - GENERAL TERMS & CONDITIONSR**

The tender should be submitted in Two-Bid system. "Technical Bid" & "FinancialBid".

1. Technical Bid should be submitted by the bidder strictly as per Bidder eligibility criteria with documentary evidence prescribed.
2. Each page of the tender document should be signed and stamped by authorized signatory and uploaded in the e-tender portal.
3. Rates of all personnel should be quoted, otherwise the bid shall be rejected. Rates should be quoted, both in figures & words, inclusive of all taxes. In case of variation between the rates quoted in figures and words, one in words shall be taken as final.
4. IIFT-Kakinada reserves the right to modify/relax any of the terms & conditions of the tender.
5. Pre-Bid inspection/Survey: The bidder may visit IIFT-Kakinada to have an understanding of the requirements during working hours.
6. The selected bidder shall undertake to abide by all rules, regulations and laws and shall agree to keep itself liable and responsible for any such violation directly before Centre Head-IIFT, JNTUK Campus, and Kakinada.
6. IIFT-Kakinada may renew the contract for a further period of 1 year on the same terms and conditions depending upon the requirement of manpower, administrative convenience of IIFT-Kakinada and performance of the agency.
7. Bids once submitted shall not be allowed to be withdrawn. Any default after acceptance of bid shall be deemed to be non-compliance of the terms of contract and would be liable to forfeiture of EMD deposit and cancellation of contract.
8. Bidders/ authorized representative duly authorized in writing on letter head are requested to be present at the time of opening of the bids. If the date of tender opening, by any chance happens to be a holiday, the tender will be opened on the next working day at the stipulated time.
9. IIFT-Kakinada however, reserves the right to terminate/curtail/cancel the contract at any time after giving one week's notice to the Agency owing to deficiency of service, sub- standard quality of manpower deployed, breach of contract, etc. In such case, successful bidder will not be entitled to any kind of compensation.
- 10. Once the rates are finalized, no increase will be considered in the rates quoted by the agency in any case during the period of contract.**
11. IIFT-Kakinada reserves the right to reject any or all the tenders or accept them in part or to reject lowest tender.
12. The successful bidder may also opt for premature cancellation of the contract by giving three months' notice in writing. If contract is cancelled without any notice, IIFT-Kakinada reserves the right to forfeit the EMD/PG of the successful bidder.

13. The successful agency/bidder shall not be allowed to transfer, assign, pledge or sub-contract its right and liabilities under the contract to any other agency.
14. The bidder will be bound by the details furnished by them to IIFT-Kakinada while submitting the tender/bid or at subsequent stage. In case such documents furnished by the bidder or successful bidder are found to be false or incorrect at any stage, it would be deemed to be a breach of terms of contract making him liable for legal action besides termination of contract.

## **II. Eligibility of Bidders:**

- (1) The bidders should be a company, registered under Indian Companies Act, 1956/2013 or a partnership firm, registered under the Indian Partnership Act or a proprietary concern. [Self – attested documentary proof should be provided.]
- (2) The bidder should have at least two years' experience of deployment of different categories of manpower in Ministry/Departments of Govt. of India/Central PSUs/ Nationalized Banks/State Govt. Departments/ Autonomous /Statutory Bodies/ Corporations. A copy of the experience certificate or work order(s) issued by the respective office should be provided.
- (3) The bidder should have a bank account. [A self-attested bank account statement for the last six months should be provided.]
- (4) The bidder should have office of the company/firm/agency at Kakinada or nearby town / city. [A self-attested documentary proof should be provided.]
- (5) The bidder should furnish signed declaration indicating that they have carefully read the terms and conditions of the tender and accepted all the provisions of the tender document.
- (6) The bidder should submit a signed and stamped declaration that they have not been blacklisted/ debarred by the Ministry/Departments of Govt. of India/Central PSUs/ Nationalised Banks/State Govt. Departments/ Autonomous/Statutory Bodies/ Corporations and there is no litigation with any Government Departments is pending on account of similar services.
- (7) The tenderer/bidders are required to submit the attested photocopies duly signed and stamped of the documents listed below in the "Technical Bid" failing which the bids shall summarily be rejected and will not be considered further.



## **TECHNICAL EVALUATION CRITERIA**

The bidder must fulfill the following technical criteria and need to submit following required certificates duly signed and stamped alongwith technical Bid in order to be eligible for financial evaluation and compliance of bid described in the tender document.

- A. A self-attested Registration Certificate under the Companies Act, 1956/2013 or a partnership firm registered under Indian Partnership Act of Proprietary Concern.
- B. A self-attested Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970.
- C. A self-attested copy of PAN card.
- D. A self-attested copy of the latest IT Returns filed preceding two financial year with the Income Tax Department.
- E. A self-attested copy of EPF Registration certificate.
- F. A self-attested copy of ESI Registration certificate.
- G. A self-attested copy of the Service Tax/GST Registration certificate.
- H. A self-attested bank account statement for the last six months.
- I. The bidder should have at least 2 years experience of deployment of different category of manpower in Ministry/Departments of Govt. of India/Central PSUs/ Nationalised Banks/State Govt. Departments/Autonomous /Statutory Bodies/Corporations. A copy of the experience certificate/work order issued by the respective offices should be provided.
- J. The average annual turnover of the company/firm/agency should not be less than rupees Fourty lakhs during the last two financial years. Copies of self-attested audited profit & loss account /income & expenditure account and balance sheets for the past two financial years should be provided.

## **III. AWARD OF BIDDERS**

### **Financial Evaluation Criteria**

1. The financial bid of only those bidders/tenderers whose Technical Bids are found in order will be opened. The financial bid shall be opened at a later stage. The scheduled time and venue for opening the financial bids will be communicated to only those bidder/tenderers whose Technical bids are found in order.
2. The evaluation of technical bid will be done by considering the parameters listed for Technical evaluation criteria.
3. After evaluation of technical bids, the financial bids of only technically qualified bidders will be opened.
4. The bidders score will be determined on the basis of lowest service/agency charges, excluding ESI, EPF as applicable (arrived on the basis of comparison of financial quote of all the bidders).
5. The bidders, who quote unrealistic rate of service charges i.e. 0% shall be debarred for further consideration. If the percentage with more than 2 decimal points, then upto two decimal points only be considered without rounding up.
- 6. In case two or more bidders offer same percentage of service charges, then the bidder having highest turnover will be considered as L1.**
7. The rates in the financial bid should be strictly as per Annexure-II.

#### **IV. ISSUE OF LETTER OF INTENT**

1. The issue of letter of intent / work order shall constitute the intention of IIFT-Kakinada to award the work as specified in the tender document with the successful agency / bidder.
2. The bidder shall within a week of issue of letter of intent / work order should give acceptance along with security deposit/ performance guarantee (PG) of Rs.1,40,000/- equivalent to 10% of estimated annual contract value.
3. The bidder shall also have to sign an agreement on Rs.100 non judicial stamp paper in the prescribed format to safeguard the interest of IIFT-Kakinada.

#### **DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY/ BIDDER BEFORE DEPLOYMENT OF MANPOWER**

1. List of manpower shortlisted by the agency for deployment containing full details i.e., name, father's name, mother's name, date of birth, residential and permanent address.
2. Bio-data of all persons along with the supporting documents in respect of age, qualification, professional qualification and experience etc.
3. Detailed proof of identity like driving license, bank account details, proof of residence and recent passport size photograph of the personnel proposed to be deployed at IIFT-Kakinada by the agency.
4. Performance security deposit equivalent to 10% of the amount of annual contract value in the form of FDR issued by a nationalized bank in favour of IIFT-Kakinada. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.

#### **V. VALIDITY OF QUOTATION:**

Bid validity should be 90 days from the specified date of closing i.e. 09.12.2022.

#### **VI. PAYMENT TERMS :**

1. The successful bidder shall submit the monthly bills in triplicate enclosing the certificate as mentioned in succeeding Para for payment.
  - a) Acknowledgement of receipt of wages by personnel deployed duly indicating the earnings, deductions towards PF, ESI, etc.
  - b) Copies of deposit of PF, ESI, Taxes as applicable from time to time. IIFT-Kakinada may ask for producing the originals of any documents for verification.
2. The TDS shall be made as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided by IIFT-Kakinada.
3. First payment shall be released after furnishing performance bank guarantee/ security deposit.

4. The successful bidder shall make regular and full payment of remuneration as due to its personnel under service contract with salary slips as per Annexure-III and furnish necessary proof whenever required. The payment of personnel by the agency should be made on or before 7th day of every month.
5. The successful bidder will ensure the remittance of remuneration to the personnel deployed by them at IIFT-Kakinada by directly transferring into their respective bank accounts.
6. The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bills will not be processed.
7. Proof of Taxes as applicable from time to time deposited with the concerned Government agencies shall be submitted with the bill.
8. In case IIFT-Kakinada receives any complaint(s) regarding non- payment of salaries to the personnel deployed by them, the amount to the personnel will be deducted from the bills of agency and paid to such personnel.

#### **VII. BID SECURITY (EMI)/SECURITY DEPOSIT/PERFORMANCE GUARANTEE:**

EMD @ 3% of the estimated annual value of contract i.e Rs.45000/- in form of Demand Draft in favour of IIFT payable at Kakinada from any nationalized commercial bank should be submitted (except those who are registered with the Central Purchase Organisation, National Small Industries Corporation / MSME or the concerned Ministry or Department) along with "Technical Bid". Demand Draft should be drawn on/after the date of publication of the tender. EMD exception certificate need to be attached with the technical bid.

EMD of unsuccessful bidders will be refunded after finalization of bids.

Successful bidder has to submit Performance Guarantee / Security deposit equivalent to 10% (Rs.1,40,000/-) of the amount of estimated annual contract value in the form of fixed deposit of a nationalized bank in favour of IIFT-Kakinada which should be valid for a period of 60 days beyond the completion of the contractual obligations by the bidder. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the agency. The same will be returned after the completion of contract without interest.

The EMD of successful bidder will be returned only after deposit of performance security.

**VIII.** The successful bidder will be required to execute an agreement as per Appendix-III with IIFT-Kakinada within the period specified in the Letter of Intent/ work order on Rs.100/- non-judicial stamp paper.

#### **IX. Forfeiture of EMD/ Security Deposit/ Performance Guarantee:**

- (1) If the successful bidder/agency refuses/fails to accept Letter of Intent (LOI)/Work Order issued by IIFT-Kakinada or the works assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, EMD/Security Deposit will be forfeited and the bidder may be blacklisted by IIFT-Kakinada.

- (2) If the bidder withdraws tender any time after expiry of time of submission of bids, security deposit/PG submitted by them shall be forfeited.
- (3) If the contract is terminated by IIFT-Kakinada due to poor performance or for violation(s) of any of the clause(s) of the Agreement or for breach of any of the conditions of the Agreement, IIFT-Kakinada may proceed to forfeit the security deposit/PG.
- (4) In case of quoting unreasonable price by the bidder for disrupting the tender process, EMD of such bidder will be forfeited.
- (5) In case, the successful bidder/agency fails to execute the agreement with IIFT-Kakinada within the specified date mentioned in the letter of intent/work order, the EMD and/or security deposit furnished by such bidder/agency shall stand forfeited without giving any further notice.

#### **X. REJECTION OF THE BID**

1. The bidder is expected to examine all instructions, formats, terms and conditions, and scope of work in the bid documents. Failure to furnish complete information or false information/documents shall result in rejection of bid.
2. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of IIFT-Kakinada shall be final and binding.
3. The bidder will have to furnish the required documents as specified in the bid document, failing which the bid is liable to be rejected.
4. No price is to be indicated in the technical bid and if the price is mentioned in the "Technical Bid" it may lead to rejection of the bid.
5. If the bids are not submitted as per two bid system, they will summarily be rejected.
6. Bids without proper cost and EMD will summarily be rejected.
7. The bids received after the specified date and time for submission shall not be considered.
8. The bids received through fax/email or any other mode other than those specified in the tender document shall not be considered.
9. Conditional bids shall not be considered and will be out-rightly rejected at the first instance.

#### **XI. SERVICE DELIVERY**

Service Commencement shall be within 07 days from the date of letter of intent/work order issued. If any of the conditions, as per the tender/contract, are not met, the successful bidder / agency /contractor will be blacklisted and will not be considered for future proposals.

#### **XII. LIQUIDATED DAMAGES**

- (1) The successful agency/bidder shall replace immediately any of their personnel who are found unacceptable to IIFT-Kakinada due to security risks, incompetence, conflict of interest, improper conduct etc. upon receiving notice from IIFT-Kakinada. The delay in providing a substitute beyond five working days would attract a penalty @Rs.3000/- per day on the service providing agency. In case of delay of more than 15 days, IIFT-Kakinada may, at its discretion, terminate the contract.

- (2) The successful agency/bidder shall immediately provide substitute(s) in the event of any person(s) leaving the job due to his/her personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @Rs.1000/- per day on the service providing agency. In case of delay of more than 15 days, IIFT-Kakinada may, at its discretion, terminate the contract.

### **XIII. CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, IIFT-Kakinada may, at its discretion, ask the bidder for any clarification(s) of their bid. The request for clarification and the response shall be by email and no change in the price or substance of the bid shall be sought, offered or permitted. However, no post bid clarification at the initiative of the bidder shall be entertained.

### **XIV. CANCELLATION BY DEFAULT**

IIFT-Kakinada may, without prejudice to any other remedy for breach of the work order, cancel the work order in whole or part after serving a notice in writing.

- (i) If the bidder/agency fails to provide services within the time period specified in the work order.
- (ii) If the bidders/agency fails to perform any other obligations as mentioned in the work order /contract.

### **XV. BLACKLISTING**

A Company / firm which has been blacklisted /debarred by; or is engaged in any continuing litigation on account of similar services with; any of the Government Departments - as in "Instruction to Bidders and General Terms & Conditions" of this document, is not eligible to participate in the bidding process. If at any stage of bidding process or during the currency of the work order, such information comes to the knowledge of IIFT-Kakinada shall have the right to reject the bid or cancel the work order, as the case may be, without any compensation to the bidder. Bidders/agencies have to submit an undertaking to this effect that they have not been blacklisted /debarred by any of the above mentioned Government Departments.

### **XVI. JURISDICTION FOR DISPUTE REDRESSAL**

All disputes or differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of the work order or the breach thereof shall be subject to courts at Kakinada.

### **XVII. FORCE MAJEURE**

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, fire, floods, earthquakes, explosions, epidemics, strikers and quarantine restrictions by acts of God, (herein after referred to as eventualities) then, provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages

against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.

**OSD(Projects)**  
IIFT-JNTUK Campus, Kakinada

## TECHNICAL BID DOCUMENT

### ANNEXURE- I

Sl. No	Particular	Details			
1	Name of Agency / Firm				
2	Profile of the Agency / Firm				
3	Name of Proprietor/Director of the agency				
4	Full address of registered office				
	(a) Telephone No.				
	(b) Fax No.				
	(c) Mobile No.				
	(d) e-mail address				
5	Correspondence address of office				
6	Full address of branch				
7	Banker of Agency with its full address (Attach self- attested copy of Bank A/c for the last six months issued by the banker and telephone no. of banker).				
8	Registration No. of the Agency (as per (a) in Technical Evaluation Criteria)				
9	GST Registration certificate of the Firm/Agency				
10	PAN/TIN No. of the agency (Attach attested copy of PAN/TIN card of the Agency)				
11	EPF Registration No. (Attach self- attested copy of the Registration Certificate)				
12	ESI Registration No. (Attach self-attested copy of the Registration Certificate)				
13	Financial turnover of the agency for the past three financial years (copy of the IT returns filled in respect thereof and a copy of the turnover statement for the above two financial years separately, duly certified by the Chartered Accountant, to be attached in the following format):				
	Financial Year	Amount (Rs. in lakhs)			
		Remarks, if any			
14	Details of major contracts with Central Government / State Government/PSU/Reputed Private Firms handled by the tendering agency/bidder for providing manpower during the last two years (in the following format (attested copies of the last two years experience certificate/work award may be enclosed).				
Sl. No.	Details of clients along with address telephone and fax no. & email address	Amount of contract (monthly/Rs. In lakhs)	Duration of contract	Name of contract/ type of manpower provided	No. of persons deployed
1					
2					
3					
4	Details of Payment of EMD				

**DECLARATION**

I \_\_\_\_\_ son/daughter/wife of Shri/Smt. \_\_\_\_\_ Proprietor/Director/Authorized signatory of the agency mentioned above is competent to sign this declaration and execute this tender document. I have carefully read and understood all the terms and conditions laid down in the tender and undertake to abide by them.

The information/documents furnished along with the above bid/application are true and authenticate to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender/bid at any stage besides liabilities towards prosecution under appropriate law.

(Signature of the authorized person)

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

Date : \_\_\_\_\_

Place : \_\_\_\_\_

**Office seal**



## **FINANCIAL BID DETAILS**

Price bid of the bidders, whose EMD and Technical bid are found in order shall be opened as per schedule intimated after opening of Technical Bid. IIFT-Kakinada reserves all right regarding enhance or reduce the work and to cancel the entire tender or any tender without assigning any reason thereof. Conditional Tender will not be accepted.

Note: The bidders are requested to go through the instructions carefully and complete all formalities as required and submit along with bid.

### **ANNEXURE – II**

## **FINANCIAL BID DOCUMENT**

The Institute has worked out the requirement (in Section 'C' of the tender document) to be deployed at its office at IIFT-Kakinada.

The successful bidder is required to pay the remuneration, as fixed by IIFT-Kakinada on monthly basis to each of the personnel, after deduction of employee share of contribution towards ESI, EPF etc., wherever applicable, deployed at IIFT-Kakinada during the contract period.

IIFT-Kakinada will bear the expense towards employer contribution in respect of ESI, EPF and taxes, as per the Rules applicable from time to time.

The agency is required to submit the financial bid in the following format only:

Description of services	Rates of services/Agency charges in percentage (%) (upto two decimal point only) to be charged on total remuneration excluding ESI, EPF & taxes as applicable from time to time
Providing manpower of various categories based on the requirement of tender document on monthly remuneration fixed by IIFT-Kakinada	

**The bidders who quote unrealistic rate of service charges i.e. '00%' shall be debarred for further consideration. If the bidders quote percentage with more than two decimal points, then up to two decimal points only be considered without rounding up.**

The bidders are required to quote only service/agency charge which represents administrative/management charges/other costs.

Signature & Seal of the bidder with date

**MODEL AGREEMENT / CONTRACT TO BE EXECUTED WITH SERVICE PROVIDING AGENCY (To be executed on Non- Judicial Stamp Paper of Rs. 100/-)**

THIS AGREEMENT IS EXECUTED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_(Month) OF THE YEAR TWO THOUSAND\_\_\_\_\_.

BETWEEN

(Name of IIFT-Kakinada in full and complete postal address); herein after referred to as the IIFT-Kakinada Centre with location) of the ONE PART.

**AND**

M/s. \_\_\_\_\_ registered under \_\_\_\_\_ having its registered Office at \_\_\_\_\_ (hereinafter referred to as the "**AGENCY**" or "**CONTRACTOR**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the OTHER PART.

The IIFT-Kakinada and the CONTRACTOR are individually referred to as a "Party" and collectively referred to as "Parties".

WHEREAS the CONTRACTOR has agreed to deploy manpower at the aforesaid location under IIFT Kakinada in accordance with Tender No. \_\_\_\_\_ date \_\_\_\_\_ at the rates quoted by the Contractor vide their financial bid; and

WHEREAS IIFT-Kakinada has accepted the bid of the CONTRACTOR and has agreed to take the services of manpower to be provided by the CONTRACTOR;

The following shall be the TERMS AND CONDITIONS of THIS AGREEMENT:

**Terms and Conditions:**

1. Date of commencement of the contract would be DD.MM.YYYY. The Agreement will be valid for a period of one year. The rates quoted by the Agency shall be fixed for a period of one year and no request for any change / modification shall be entertained before the expiry of the agreement period. Any statutory increase in wages/ D.A, etc. is to be absorbed by the Agency.
2. The Service Providing Agency must ensure compliance of the provisions of Employees Provident Funds & Miscellaneous Provisions Act, 1952, Workmen Compensation Act, along with all other labour laws as applicable.
3. All services shall be performed by persons qualified and skilled as per theeligibility criteria (given in Section-C) for each category to execute the job responsibilities of the category of manpower hired for such services.
4. The persons supplied by the Agency should not have any Police records/ criminal cases against them. The agency should make adequate enquiries about the

- character and antecedents of the persons, who are being placed for work in IIFT Kakinada.
5. The character and antecedents of each personnel of the Service Providing Agency will be got verified by the Service Providing Agency through local police before their deployment.
  6. Proof of identity like Aadhar details, driving license, recent photograph, bank account details, proof of residence, Medical fitness certificate and Police verification report shall be submitted by the service providing Agency to IIFT-Kakinada
  7. The Service Providing Agency shall engage necessary number of persons as required IIFT-Kakinada from time to time.
  8. The successful Bidder/Agency shall provide the required manpower services, as specified in the contract within one week after execution of the Contract.
  9. The IIFT-Kakinada shall verify the credentials of the manpower provided by the Agency and after such scrutiny, as may be required, may allow the manpower provided by the Agency to render their Service at the IIFT-Kakinada.
  10. IIFT-Kakinada may, at its discretion, reject any of the manpower provided by the Agency and may at any time, ask the Agency to replace the manpower.
  11. The said person(s) engaged by the Service Providing Agency shall be the employee(s) of the Service Providing Agency and it shall be the duty of the Service Providing Agency to pay their wages as per notification of Ministry of Labour & Employment, Govt. of India every month. There is no Master and servant or Employer and Employees relationship between the manpower provided/deployed by the Service Providing Agency at IIFT-Kakinada.
  12. No person deployed by the service providing agency in connection with rendering services at any of the IIFT-Kakinada shall claim any benefit/ Compensation/ absorption/ regularization of service from in IIFT-Kakinada under the provision of Contract Labour (Regulation & Abolition) Act, 1970 or any other law.
  13. The person deployed by the service providing agency in connection with rendering services at any of the IIFT-Kakinada shall not divulge or disclose to any unauthorized person any details of office operations, processes, security arrangements, administrative/ organizational matters and any information related to IIFT-Kakinada.
  14. The person deployed by the service providing agency in connection with rendering services at IIFT-Kakinada should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of IIFT-Kakinada.
  15. The Service Providing Agency shall be responsible for any act of indiscipline on the part of persons deployed by him.
  16. The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the IIFT-Kakinada.
  17. The IIFT-Kakinada may require the Service Providing Agency to withdraw or remove any person or persons deployed by the Service Providing Agency at IIFT-Kakinada, who are not found suitable or are incompetent or for his misconduct and the Service Providing Agency shall forthwith comply with such requirements. The Service Providing Agency shall replace immediately any of its personnel if they are unacceptable to IIFT-Kakinada because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving such notice from IIFT-Kakinada.

18. The Service Providing Agency has to provide photo identity cards to the persons deployed by it at IIFT-Kakinada for carrying out the specified tasks. These cards are to be constantly displayed & their loss reported immediately.
19. The Service Providing Agency shall ensure proper conduct of its persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, guthkha, smoking, loitering without work etc.
20. The transportation, food, medical and other statutory requirements in respect of each personnel deployed by Service Providing Agency in the IIFT-Kakinada shall be the responsibility of the Service Providing Agency.
21. In exigencies of work, out sourced employees may be required to work till late and the personnel may also be called on weekends / holidays, if so required.
22. The agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, liability for any expenditure whatsoever on the persons deployed by the Agency on account of any obligation. The agency will be required to provide particulars of PF, Group Insurance and ESI etc. of the manpower deployed by it-IIFT-Kakinada.
23. The Service Providing Agency will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of IIFT-Kakinada.
24. The Service Providing Agency shall be contactable at all times and message sent by phone / e-mail / Fax / Special Messenger from IIFT-Kakinada to the Service Providing Agency shall be acknowledged immediately on receipt on the same day. The Service Providing Agency shall strictly observe the instruction issued by IIFT-Kakinada in fulfillment of the contract from time to time.
25. IIFT-Kakinada shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the manpower deployed by the Service Providing Agency at IIFT-Kakinada .
26. The Service Providing Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for all act of commission and omission of the manpower deployed by it at IIFT-Kakinada. If IIFT-Kakinada suffers any loss or damage on account of negligence, default or theft on part of the manpower/ agents of the agency, then the agency shall be liable to reimburse the same to IIFT-Kakinada. The agency shall keep IIFT-Kakinada fully indemnified against any such loss or damage.
27. Attendance registered by the staff in Attendance register / Bio-Metric machine only shall be taken as proof of their attendance in the office and on the basis of which wages/ remuneration will be calculated.
28. The successful bidder shall furnish performance security deposit of such amount as may be specified in the Tender Document, in the form of Fixed Deposit Receipt from a Commercial bank/ Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the IIFT-Kakinada in all respects. The performance security deposit shall remain valid for a period of 60 days beyond the date of expiry of the contract of the Service Providing Agency. The security deposit will be forfeited in case the supply of manpower is delayed

beyond the period stipulated by IIFT-Kakinada or on non-compliance of the terms & conditions of agreement by the Service Providing Agency or frequent absence from duty / misconduct on the part of manpower supplied by the agency.

29. The Service Providing Agency shall not assign, transfer, pledge or sub- contract the performance of service without the prior consent of IIFT-Kakinada.
30. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Head of IIFT-Kakinada whose decision shall be binding on both the parties.

#### **Forfeiture of EMD/ Security Deposit/ Performance Guarantee:**

- (1) If the successful bidder/agency refuses/fails to accept Letter of Intent (LOI)/Work Order issued by IIFT-Kakinada or the work assigned to the agency/bidder are not done as per the scope of work/schedule of requirement, EMD/Security Deposit will be forfeited.
- (2) If the bidder withdraws tender any time after expiry of time of submission of Bids.
- (3) If the contract is terminated by IIFT-Kakinada due to poor performance/violation(s) of any clause(s) of the agreement or for any bad act of selected bidder, security deposit/PG will be forfeited.
- (4) In case of unreasonable price quoted by the bidder for disrupting the tender process, EMD of such bidder will be forfeited.\
- (5) In case the successful agency fails to enter into the agreement with IIFT-Kakinada within the specified date mentioned in the letter of intent/work order, the EMD/security deposited by such agency shall stand forfeited without giving any further notice.

#### **PAYMENT OF BILLS TO AGENCY**

- (1) The Service Providing Agency will submit the bill, in triplicate, in respect of the billing cycle of each month by the end of the month. The payment will be released by IIFT-Kakinada after verification of the attendance and after deducting taxes etc. deductible at source under the laws in force.
- (2) The concerned officer/staff of campus with whom such manpower is deployed, shall submit details of days when contractually engaged manpower was away from Centre on duty or tour and could not mark his attendance.
- (3) The Service providing agency, shall provide to the IIFT-Kakinada documentary proof in respect of –
  - (i) Deposit to PF in the PF Account of each of the manpower;
  - (ii) Deposit of contribution to the ESI.

- (iii) TDS from the remuneration of the manpower, wherever, applicable;
  - (iv) Any other deduction, as applicable.
- (4) No wage / remuneration will be paid to any staff for the days of absence from duty.

#### **RENEWAL OF CONTRACT:**

The contract / agreement may be renewed annually subject to a maximum 2 years and subject further to satisfactory performance of the agency with such amendments as may be mutually agreed to.

#### **TERMINATION OF CONTRACT:**

- (1) The agreement can be terminated by the agency by giving three month's advance notice in writing or by IIFT-Kakinada by giving one month advance notice in writing. If the agency seeks to terminate the contract without giving three month's notice in writing for termination of the agreement, the Agency shall be liable to pay an amount equivalent to three month's wages in respect of all the manpower deployed by it in pursuance of the contract at IIFT-Kakinada and any amount due to the agency from IIFT-Kakinada, as on the date, shall be forfeited by the IIFT-Kakinada.
- (2) That on the expiry of the agreement, as mentioned above, the agency will withdraw all its manpower deployed at IIFT-Kakinada and clear their accounts by paying them all their legal dues. In case of any dispute raised by the manpower deployed by the agency at the IIFT-Kakinada on account of the termination of the contract of the agency same shall be the sole responsibility of the agency to resolve it and IIFT-Kakinada shall remain indemnified from being named as a party, in case the matter is referred to Court of Law of appropriate.

#### **PENALTY AND LIQUIDATED DAMAGES:**

- (1) The Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. Failure on the part of the contractor, may attract forfeiture of the security deposit as well as the termination of their contract and getting the work done through some outside agency at their cost and risk, during the remaining period of contract.
- (2) The successful Agency shall replace immediately any of its personnel who are found unacceptable to IIFT-Kakinada because of incompetence, conflict of interest, improper conduct or security risk or any other reason and upon receiving such notice from the IIFT-Kakinada, the delay in providing a substitute beyond five working days would attract a penalty @3000/-per day on the service providing agency. In case of more than 15 days delay, the IIFT-Kakinada may at its discretion terminate the contract.
- (3) The successful agency shall immediately provide a substitute in the event of any person leaving the job due to his personal reasons. The delay in providing a substitute beyond five working days would attract a penalty @3000/-per day. In case of more than 15 days delay, the IIFT-Kakinada may in its discretion terminate the contract.

**CANCELLATION BY DEFAULT:**

- (1) The IIFT-Kakinada may, without prejudice to any other remedy for breach of any of the provisions of the contract, by a written notice of default sent to the Agency/Bidder, cancel the work order in whole or in part.
- (2) The IIFT-Kakinada may also, by a written notice of default, cancel the work order, if the Agency fails to provide services within the time period specified in the work order.

**BLACKLISTING:**

- (1) Every Bidder/Agency has to submit an undertaking to the effect that they have not been blacklisted/debarred by any Ministry/Departments of Govt. of India/Central PSUs/ Nationalised Bank/State Govt. Department/ Autonomous /Statutory Bodies/Corporations and, that there is no litigation continuing with any of the above describe Government Departments on account of similar services.
- (2) If any Bidder/Agency fails to carry out the work order or if any Bidder/Agency has committed any breach of any of the terms of the contract, such Bidder/Agency without any prejudice to any other action that may be taken against such Bidder/Agency may be blacklisted by IIFT-Kakinada.

**JURISDICTION FOR DISPUTES REDRESSAL:**

All Disputes arising between the parties to the contract, shall be shall be subject to the jurisdiction of courts of law at Kakinada.

In WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_.

Signed for and on behalf of  
CONTRACTOR  
Signature of the bidder with seal

Signed for and on behalf of IIFT-  
Kakinada  
Name  
Designation  
(Office seal)

**PROFORMA OF MONTHLY SALARY SLIP TO BE ISSUED BY  
CONTRACTOR TO ITS EMPLOYEES**

Pay slip for the month of	
Employee Number	
Designation	
ESI Number	
EPF Number	
Bank Account Number	
Monthly wages as per Ministry of Labour & Employment, Govt. of India	
Deduction towards ESI	
Deduction towards EPF	
Total deduction	
Net pay in Hand	



**Section - C****Qualifications for Manpower**

Sl. No.	Manpower	Qualification	Office Hours
<b>For Housekeeping / Cleaning work</b>			
1.	Supervisor(Housekeeping / E & M / Cleaning) for campus / hostel	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	08.30 am to 5.00 pm
<b>For Maintenance</b>			
2	Plumber for campus / hostel	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	08.30 am to 5.00 pm
3	Carpenter for campus / hostel	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	08.30 am to 5.00 pm
4	Electrician for campus / hostel	<b>Essential:</b> Diploma/ITI in a relevant trade from a recognized Institution with a Certified Electrician License issued by competent authority. <b>Desirable:</b> 1. 01 year work experience	08.30 am to 5.00 pm
5	Head Mali (Gardner)	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	08.30 am to 5.00 pm
6	Mali (Gardner)	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	08.30 am to 5.00 pm
<b>For, Maintenance of Computers and IT Infrastructural, Operation of Audio-Video Equipments</b>			
7	Computer Engineer	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	9.00 am to 5.30 pm
8	Audio-Video Operator	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	8.30 am to 5.00 pm
<b>For Administrative functioning of Institute</b>			
9	Assistant	Essential: A Graduate from a recognized University in any discipline with good working knowledge of computers.	9.00 am to 5.30 pm
10	Junior Assistant	Essential: 1. A Senior Secondary School Certificate (+2) or its equivalent qualification from a recognized Board / University / Institution. 2. Having a typing speed of 35 w.p.m. in English or 30 w.p.m. in Hindi Typewriting through Computers.	9.00 am to 5.30 pm

11.	Personal Assistant	<p><b>Essential:</b> A Bachelor Degree from a recognized University. At least three years post qualification experience working as Private Secretary/ Personal Assistant/ Stenographer/ Executive Assistant/ Executive Secretary in a Governmental Department/ Universities/ Autonomous Bodies/ PSUs / Educational Institution recognized by the Government.</p> <p><b>Skill test norms:</b> Dictation: 10 mts @ 100 w.p.m. Transcription: 40 mts. (English) or 55 mts. (Hindi) on computer. Computer proficiency viz. Typing Skill, Word Processing, Spread sheet, Internet, E-mail communication etc.</p> <p><b>Desirable:</b> Degree/Diploma in Computer Application/Science. Diploma in Office Management and Secretarial practice. Knowledge of service rules applicable for Central Government establishments.</p>	9.00 am to 5.30 pm
12	Stenographer	<p><b>Essential:</b> 1) Passed Sr. Secondary School (10+2) Examination or its equivalent examination. 2) Shorthand speed of 80 words per minute and typingspeed of 40 words per minute in English</p> <p>OR</p> <p>Shorthand speed of 60 words per minute and typingspeed of 30 words per minute in Hindi</p> <p><b>Desirable:</b> 1. Knowledge of Computers. 2. Diploma in Computers and/or Office Management and Secretarial Practice.</p>	9.00 am to 5.30 pm
13	Data Entry Operator	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	9.00 am to 5.30 pm
14	Computer Operator	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	9.00 am to 5.30 pm
15	MTS/Peons/Office Boys for campus / hostel	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	9.00 am to 5.30 pm
16	Sweeper / Housekeeping staff for campus / hostel	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	8.30 am to 5.00 am
18	Residential Woman manager for Hostel	Graduation	As per requirement

For Misc. day to day functioning of Institute			
19	Gym Trainer	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	As per requirement
20	Gym Caretaker	As per IIT/IIM/ Central / State University / Reputed organization will be followed.	As per requirement
21	Staff Car Driver	<p><b>Essential:</b></p> <ol style="list-style-type: none"> <li>1. A Senior Secondary School Certificate (+2) or its equivalent qualification from a recognized Board/ University/Institution or a Graduate from a recognized University.</li> <li>2. Possession of a valid driving license of the motor vehicle, knowledge of motor mechanism (The candidate should be able to remove minor-defects in vehicle)</li> <li>3. Experience of driving a motor vehicle for at least 3 years.</li> </ol> <p><b>Desirable:</b> Possessing a valid license for Heavy vehicles</p>	As per requirement

Note :-

1. Minimum wages as per Ministry of Labour & Employment, Govt. of Andhra Pradesh(Commissioner Labour & Employment) , EPF employer's contribution, ESIC employer's contribution or any statutory obligation has to be paid by vendor as per applicable notification of statutory bodies time to time and shall be reimbursed by IIFT, subject to production of desirable receipts, challans etc.
2. Cleaning items will be provided by the Institute as per requirement. However, the contractor has to submit detail of consumption of cleaning material on fortnightly basis.
3. All bidders are expected to visit the campus / hostel of the Institute to check the area, number of rooms, toilets, corridors etc. which has to be cleaned / washed by the housekeeping staff.