



कुशल, और अकुशल कर्मचारी उपलब्ध कराने के लिए जनशक्ति एजेंसी की नियुक्ति
हेतु

प्रस्ताव हेतु अनुरोध (आर०एफ०पी०)

REQUEST FOR PROPOSAL (RFP)

For

Hiring of a Manpower Agency to Provide Skilled and Unskilled Staff

होटल प्रबंधन संस्थान, लखनऊ
पर्यटन मंत्रालय, भारत सरकार के अधीन एक स्वायत्त निकाय

Institute of Hotel Management, Lucknow
An autonomous body under Ministry of Tourism, Government of India

Sector-G, Aliganj, Lucknow-226024, Uttar Pradesh (INDIA)

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Disclaimer

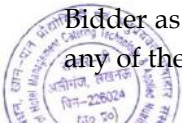
The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), in the documentary form by or on behalf of the Authority or any of its employees, or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially in RFP, Agreement and Schedules, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.



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1. Notice Inviting Tender

S.no.	Description	Date/Details
1.	Name of the RFP	Request-for-Proposal (RFP) for “Hiring of a Manpower Agency to Provide: <u>Housekeeping and Manpower Service</u> <ul style="list-style-type: none"> Housekeeping Supervisor (01 Skilled), Driver (01 Skilled), Plumber (01 Skilled), Electrician (01 Skilled), Lab Attendant (MTS) (23 Unskilled), & MTS-Cleaning Staff (15 Unskilled) <u>Security Service</u> <ul style="list-style-type: none"> Security Supervisor (01 Skilled), Gun Man (02 Skilled) & Security Guard (08 Unskilled)
2.	RFP Ref No	As Per GEM
3.	Issue of tender document on the GEM Portal.	04/06/2025
4.	Tender fee	INR 4000 + 18% GST (INR 4720/-) (Non-Refundable) payable in the form of demand draft, in favor of Principal, IHM Lucknow, payable at Lucknow.
5.	Earnest money deposit (EMD)	INR 2,00,000/- payable in the form of demand draft/ F.O./EPG, in favor of Principal, IHM Lucknow, payable at Lucknow
6.	Corrigendum (If any)	10/06/2025
7.	Bid submission start date	04/06/2025
8.	Bid submission closing date	18/06/2025 05:00 PM
9.	Opening of technical e-bid	18/06/2025 05:30 PM
10.	Technical presentation (PPT)	To be confirmed, later
11.	Financial e-bid opening	To be confirmed, later
12.	Mode of Selection	QCBS (30:70)
13.	Venue of opening e-bid	Committee Room, IHM Lucknow, Sector-G, Aliganj, Lucknow - 226024, Uttar Pradesh



2. Letter of Invitation

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for **“RFP for Hiring of a Manpower Agency to Provide Skilled and Unskilled Staff.**
2. Bidders are advised to study the e-Bid document carefully.
3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with full understanding and its implications.
4. Institute of Hotel Management Lucknow (an autonomous body under Ministry of Tourism, Government of India) may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of IHM Lucknow and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. The e-Bid document is available on GEM portal. Interested Bidders may view, download the e-Bid document, seek clarification and submit their e-Bids online only on GEM portal up to the date and time mentioned in the table above (Notice Inviting Table)
6. Institute of Hotel Management Lucknow (an autonomous body under Ministry of Tourism, Government of India) reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
7. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission which will be electronically uploaded only on GEM portal. It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the GEM portal. There are electronic documents required for each document label of Technical (Fee details, Annexure etc.) schedules/packets can be clubbed together to make single different files for each label.



3. Instructions to Bidders

3.1. Definitions

In this Contract, the following terms shall be interpreted:

1. "Purchaser" or "Department" means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is "IHM Lucknow" which means the Institute of Hotel Management Lucknow (an autonomous body under Ministry of Tourism, Government of India).
2. "e-Bid" means the technical proposal and the financial proposal.
3. "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Agency/Firm/Bidder for the work mentioned in this tender document.
4. "Terms of reference (ToR) and "Scope of work" (SoW) means Scope of work mentioned in Section-4: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
5. "The Contract" means the agreement entered into between Institute of Hotel Management Lucknow (an autonomous body under Ministry of Tourism, Government of India) and the Agency, as recorded in the Contract Form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference there in;
6. "The Contract rates" mean the charges for the various assignment payable to the Agency under the Contract for the full and proper performance of its contractual obligations;
7. "Services" means Services and other obligations of the Company covered under the Contract;
8. "Day" means a calendar day.
9. "End Customer/Client Department" means The Principal, IHM Lucknow.
10. Webinar means any seminar which is conducted electronically with the help of "World Wide Web"

3.2. The Bidding Document

1. Availability of e-Tender Document

This e-Tender document is available on the GEM portal to enable the Bidders to view and download the Bidding document, submit their e-Bids online up to the last date and time mentioned in e-Tender document only on GEM portal.

The Bidders are expected to examine all the instructions, forms terms and conditions, requirements and qualifications in the e-Tender documents. Failure to furnish all the information required as per the Bidding documents or submission of an e-Bid not responsive to the e-Tender document in every respect will be at the Bidder's risk and may result in the rejection of this e-Bid.

2. Clarifications of e-Tender Documents

A prospective Bidder requiring any clarifications of the e-Tender document, may raise his queries/points of clarification on the gem portal upto the date and time given in the RFP (Tender) document.

Format to share query:



SN	RFP Document Reference(s) {Section & Page Number(s)}	Content of RFP requiring Clarification(s)	Points of Clarification

3. Amendment of e-Tender Document

At any time prior to the deadline for submission of e-Bids, Institute of Hotel Management Lucknow (an autonomous body under Ministry of Tourism, Government of India) may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Tender document by amendments. Such amendments shall be posted/ uploaded on the GEM portal through corrigendum and shall form an integral part of the e-Bid documents. The relevant clauses of the-Tender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the GEM portal from time to time for any amendment in the e-Bid document. In case of failure to get the amendments, if any, IHM Lucknow shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their e-Bids, IHM Lucknow at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/up-loaded on the GEM portal.

4. Right to Terminate the Process

- I. IHM Lucknow may terminate the RFP process at any time and without assigning any reason thereof. IHM Lucknow makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- II. This RFP does not constitute an offer by IHM Lucknow. The bidder's participation in this process may result in IHM Lucknow selecting the bidder to engage towards the execution of the contract

3.3. Preparation & Submission of e-Bids

1. Documents Constituting the e-Bid

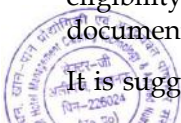
The e-Bids prepared by the Bidder shall comprise the following components: e-Bids will comprise of:

- a) Technical Proposal (including Covering Letter for Technical Proposal Submission Form (Annexure I to Annexure VIII) and scanned copied of demand drafts for proposal fees and EMD
- b) Financial Proposal Submission Form.

2. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of Technical Proposal Submission Form, scanned copied of demand drafts, documents establishing the technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and selection procedure are defined in Section-5 of e-Tender document.

It is suggested that the PDF files should be made in grey scale using the minimum



readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

3. Period of Validity of e-Bids

E-Bids shall remain valid for 180 days after the date of opening of e-Bids prescribed by IHM Lucknow. An e-Bid with validity of a shorter period than specified shall be rejected by IHM Lucknow as non-responsive.

4. Format and Signing of e-Bids

The Bidder shall prepare the electronic copy for the e-Bids (in pdf format) and upload the e-Bids on GEM Portal through the bidder's login credentials.

5. Submission of e-Bids

The Bidders should submit their bids online only in the Submission module of GEM Portal. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the GEM Portal. Therefore, Bidders are advised to submit the e-Bids well advance in time.

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of IHM Lucknow and will not be returned. The bidders should submit their e-Bid considering the Server time displayed on the GEM Portal. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission of e-Bid syndicated in the GEM schedule.

Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.

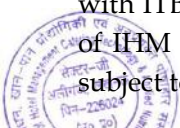
IHM Lucknow may, at its discretion extend this deadline for submission or opening of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Institute and bidders previously subject to the dead line will thereafter be subject to the deadline as extended.

The procedure for submission of e-Bids by the bidders on GEM Portal is already available on GEM Portal.

6. Deadline for Submission of e-Bids

E-Bids must be submitted by the Bidders on GEM portal not later than the date and time specified in this e-Tender document.

IHM Lucknow may extend this deadline for submission of e-Bids (i.e. Bid Submission End Date and Time) by amending the e-Tender document in accordance with ITB (Instructions to Bidders) Section 3, in which case all rights and obligations of IHM Lucknow and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.



IHM Lucknow shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e- Tender (RFP) by any prospective Bidder. e-Bids should be uploaded on GEM portal on or before date and time as mentioned in Section-1.

7. Late e-Bids

The server time indicated in the Bid Management window on the GEM portal will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-Tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her e-Bids are not submitted in time due to any reasons.

8. Receipt and opening of e-Bids by the Purchaser

Bidders are advised to submit their e-Bids in 'Two-Bid' system with Technical and Financial bids separately on GEM portal. Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on GEM portal, the technical proposals will be opened by BEC members in the Committee Room of IHM Lucknow.

IHM Lucknow will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at the Committee Room, IHM Lucknow, Sector-G, Aliganj, Lucknow-226024 at date and time mentioned in Section I. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

The bidder's names & the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening of the e-Bids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-Bids, IHM Lucknow shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Company for the this project. IHM Lucknow will simultaneously notify on the GEM portal whose technical e-Bids were considered acceptable and have been shortlisted for opening of their financial e-Bids.

9. Cost of preparation of e-Bids to be borne by the Bidders

Cost of preparation of the E-Bids shall be borne by the Agency / bidder regardless of the outcome of the bids.

10 Consortiums

No Consortiums shall be allowed for this project.



11. Cost of RFP Document

The RFP Document can be downloaded free of cost from the GEM portal. However, an amount of **₹4000-(+18%GST) i.e., ₹4720/-** has to be paid in the form of Demand Draft drawn in favour of **“Principal, IHM Lucknow”** issued by any Nationalized/Scheduled bank, payable at Lucknow, before the bid submission end date and time as cost of the RFP. The scan copy of the Demand Draft should be submitted along with proposal of the bidder.

The original demand draft for the tender fee must be submitted in hard copy in a separate envelope on or before the day of the technical bid opening at the Committee Room, IHM Lucknow, Sector-G, Aliganj, Lucknow-226024. Failure to submit the original demand draft will result in the bid not being considered for evaluation.

12. Earnest Money Deposit (EMD)

- a) The Bidder shall furnish as part of its Proposal, **an EMD of Rs.2,00,000/-** in the form of Demand Draft/F.D./E.P.G. drawn in favour of **“Principal, IHM Lucknow”** issued by any Nationalized/Scheduled bank, payable at Lucknow, before the bid submission end date and time. The scan copy of the Demand Draft should be submitted along with proposal of the bidder.
- b) The bids without EMD or Bid Document Fee shall be summarily rejected.
- c) IHM Lucknow shall not be liable to pay any interest on the EMD and the same shall be interest free.
- d) EMD shall be returned to the unsuccessful Bidders with in a period of one month from the date of issue of Work Order to the Successful Bidder. EMD submitted by the Successful Bidder shall be returned one week post the submission of Performance Security.
- e) The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to IHM Lucknow any other right or remedy here under or in law or otherwise, the EMD shall be forfeited and appropriated by IHM Lucknow under the following conditions:
 - i. If a Bidder engages in any of the Prohibited Practices; or
 - ii. If the Selected Bidder fails to clarify or reconfirm its commitments as required in this RFP
 - iii. In the case of a Selected Bidder, if the Bidder fails to sign the Agreement as specified in this RFP; or
 - iv. If the Bidder is found to have a Conflict of Interest as specified in this RFP.

The original demand draft for the EMD must be submitted in hard copy in a separate envelope on or before the day of the technical bid opening at the Committee Room, IHM Lucknow, Sector-G, Aliganj, Lucknow-226024. Failure to submit the original demand draft will result in the bid not being considered for evaluation.

13. Notification of Award Notification to Bidder

Prior to the expiry of the Bid validity period, IHM Lucknow will notify the successful Bidder in writing or email, to be confirmed in writing by Letter (LoI), that its proposal



has been accepted. The notification of award will constitute the formation of the Agreement.

14. Signing of Agreement

At the same time as IHM Lucknow notifies the successful Bidder that its proposal has been accepted and IHM Lucknow shall enter into an Agreement with the successful Bidder.

15. Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event IHM Lucknow may forfeit the EMD/Performance Bank Guarantee. The contract may be awarded to the next Bidder. IHM Lucknow if desire so may go for Re-Tendering.

16. Bank Guarantee for Performance

The successful Bidder shall at his own expense will deposit with IHM Lucknow, within 1 Month after the receipt of notification of award of the Contract (Letter of Intent) from IHM Lucknow, an unconditional and irrevocable Performance Bank Guarantee (PBG) / Fixed Deposit Receipt (FDR) amounting to 3% of Agreement value from a Scheduled Bank acceptable to IHM Lucknow, payable on demand, for the due performance and fulfillment of the agreement by the bidder.

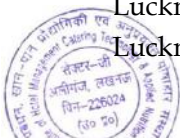
This Performance Guarantee shall be for an amount equivalent to 3% of Agreement value in form of PBG / FDR or decided by IHM Lucknow. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Bank Guarantee needs to be valid for 1 year (90 days beyond the entire contract period of 1 year) from the date of signing of the contract. The Performance Bank Guarantee may be discharged/returned by IHM Lucknow upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

17. Penalty Clause

In case, the agency is not able to perform the activities mentioned in the RFP as per the satisfaction of the Authority or in case of in-ordinary delay, IHM Lucknow may impose a penalty @0.1% of the Financial Quote per day (Subject to a maximum of 5% of the Financial Quote). For this purpose, after issuance of two reminders and subject to clarification from the agency, the Final decision will be taken by IHM Lucknow if services not found in order.

18. Removal/Exit Clause

The Selected Agency / Bidder must perform as per Scope of Work in reference to Section-3 and Instructions given by IHM Lucknow, in case of any deviation, IHM Lucknow may take appropriate action. The Authority/IHM Lucknow/Principal, IHM Lucknow have all right to terminate the contract by providing 90 Days' Notice.



III. Minimum education qualification: 12th standard or equivalent with having minimum 3 years experience in the relevant field.

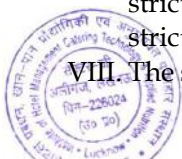
- IV. Age of Supervisor is from 21 to 50 years.
- V. The Agency has to select suitable Manpower, fulfilling the eligibility criteria and job description through a selection process.
- VI. The personnel so deployed shall have to report for duty at the office location.
- VII. The personnel deployed for IHM Lucknow should have adequate knowledge & experience of jobs/responsibilities for which the service is availed and will work strictly under the direction and administrative control of the authorities of IHM Lucknow.
- VIII. The selected staff provided by the Agency will be in the pay roll of the Agency.

The Security Supervisor shall be responsible for:- a) Briefing of day and night guards. b) Proper deployment of the guards and maintenance of various registers kept at the Reception namely; Key Register, Visitors Register, etc. c) Maintenance of proper records of gate passes in respect of material going out of the premises and to ensure proper scrutiny and approval before permitting any material to be taken out. d) Maintain liaison with the Administration of the Institute. e) Detailing in rotation, security guards for patrolling, surprise checking. f) Carrying out any other tasks as may be assigned by the institute.

The Housekeeping Supervisor shall be responsible for:- a) Daily Supervision: Monitor and manage day-to-day duties of support staff including gardeners, cleaning staff, drivers, plumbers, electricians, and general MTS staff. b) Work Allocation: Assign tasks and ensure timely completion of duties in accordance with institutional requirements and cleanliness standards. c) Attendance & Discipline: Maintain attendance records and ensure punctuality, proper dress code, and discipline among all manpower personnel. d) Coordination with Administration: Coordinate with administrative officers to report issues, request materials/equipment, and implement instructions from higher authorities. e) Inventory Monitoring: Track the use of cleaning and maintenance supplies, and inform administration when replenishment is needed. f) Report Preparation: Prepare periodic reports on manpower performance, issues faced, and suggestions for improvement. g) Carrying out any other tasks as may be assigned by the institute.

Basic requirement and eligible criteria for Driver:

- I. Agency will deploy skilled personnel at IHM Lucknow.
- II. The requirement of IHM Lucknow may increase or decrease during the contract duration.
- III. Minimum education qualification: Minimum 10th standard or equivalent pass, with valid LMV Driving License and having minimum 3 years good knowledge and experience in driving vehicle.
- IV. Age of Driver is from 21 to 45 years.
- V. The Agency has to select suitable Manpower, fulfilling the eligibility criteria and job description through a selection process.
- VI. The personnel so deployed shall have to report for duty at the office location.
- VII. The personnel deployed for IHM Lucknow should have adequate knowledge & experience of jobs/responsibilities for which the service is availed and will work strictly under the direction of the Manpower Agency's Manager/ Supervisor and strictly under the administrative control of the authorities of IHM Lucknow.
- VIII. The selected staff provided by the Agency will be in the pay roll of the Agency.



Basic requirement and eligible criteria for Electrician:

- The Electrician shall be responsible for:** Perform routine inspection, maintenance, and repair of electrical systems and fixtures, address electrical faults, replace bulbs, switches, circuit breakers, etc., assist in installation and safe operation of lab equipment, air conditioners, generators etc., monitor energy usage and report anomalies, ensure adherence to safety standards during all electrical work and carrying out any other tasks as may be assigned by the institute.

- I. Agency will deploy skilled personnel at IHM Lucknow.
- II. The requirement of IHM Lucknow may increase or decrease during the contract duration.
- III. Minimum education qualification: Minimum 10th classes pass with having minimum 3 years good knowledge and experience in the relevant field.
- IV. Age of Plumber is from 21 to 45 years.
- V. The Agency has to select suitable Manpower, fulfilling the eligibility criteria and job description through a selection process.
- VI. The personnel so deployed shall have to report for duty at the office location.
- VII. The personnel deployed for IHM Lucknow should have adequate knowledge & experience of jobs/responsibilities for which the service is availed and will work strictly under the direction of the Manpower Agency's Manager/ Supervisor and strictly under the administrative control of the authorities of IHM Lucknow.
- VIII. The selected staff provided by the Agency will be in the pay roll of the Agency.



The Plumber shall be responsible for: Perform routine plumbing maintenance and repairs in the institute's buildings, hostels, labs, and kitchens, attend to leakages, blockages, installation/replacement of fixtures (taps, pipes, tanks, etc.), ensure uninterrupted water supply and proper drainage systems, respond promptly to emergency repair requests, maintain tools and keep work areas clean after tasks and any other tasks as may be assigned by the institute.

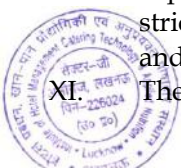
Basic requirement and eligible criteria for Gunman (Armed Guard):

- I. Agency will deploy skilled personnel at IHM Lucknow.
- II. The requirement of IHM Lucknow may increase or decrease during the contract duration.
- III. Minimum education qualification: Minimum 10th standard or equivalent pass with having minimum 3 years of experience in handling firearms and security duties.
- IV. Must possess a valid firearm license.
- V. Physically and medically fit.
- VI. Age of Gunman is from 21 to 45 years.
- VII. The Agency has to select suitable Manpower, fulfilling the eligibility criteria and job description through a selection process.
- VIII. Preference to ex-servicemen or retired personnel from armed forces or police.
- IX. The personnel so deployed shall have to report for duty at the office location.
- X. The personnel deployed for IHM Lucknow should have adequate knowledge & experience of jobs/responsibilities for which the service is availed and will work strictly under the direction of the Manpower Agency's Manager/ Supervisor and strictly under the administrative control of the authorities of IHM Lucknow.
- XI. The selected staff provided by the Agency will be in the pay roll of the Agency.

The Gunman (Armed Guard) shall be responsible for: Safeguard the premises and ensure security of personnel and property, carry and operate licensed firearm responsibly, respond to emergencies, threats or suspicious activities, maintain discipline and follow protocols set by IHM Lucknow, maintain daily security log and report incidents to higher authorities, coordinate with local law enforcement if needed and any other tasks as may be assigned by the institute.

Basic requirement and eligible criteria for Security Guard:

- I. Agency will deploy unskilled personnel at IHM Lucknow.
- II. The requirement of IHM Lucknow may increase or decrease during the contract duration.
- III. Minimum education qualification: Minimum 8th standard or equivalent pass
- IV. Basic knowledge of reading and writing in Hindi; knowledge of English is desirable.
- V. Physically and medically fit.
- VI. Age of Security Guard is from 18 to 45 years.
- VII. The Agency has to select suitable Manpower, fulfilling the eligibility criteria and job description through a selection process.
- VIII. Preference to ex-servicemen or retired personnel from armed forces or police.
- IX. The personnel so deployed shall have to report for duty at the office location.
- X. The personnel deployed for IHM Lucknow should have adequate knowledge & experience of jobs/responsibilities for which the service is availed and will work strictly under the direction of the Manpower Agency's Manager/ Supervisor and strictly under the administrative control of the authorities of IHM Lucknow.
- XI. The selected staff provided by the Agency will be in the pay roll of the Agency.



The Security Guard shall be responsible for: Monitor entrance and exit of visitors, students, and staffs, conduct regular patrolling of the campus, report any unusual or suspicious activity, ensure discipline and safety during college events and operational hours, assist in crowd control and emergency evacuation if required, maintain visitor logs and follow security protocols of IHM Lucknow and any other tasks as may be assigned by the institute.

Basic requirement and eligible criteria for Lab Attendant (MTS):

- I. Agency will deploy unskilled personnel at IHM Lucknow.
- II. The requirement of IHM Lucknow may increase or decrease during the contract duration.
- III. Minimum education qualification: Minimum 8th standard or equivalent pass
- IV. Basic knowledge of reading and writing in Hindi; knowledge of English is desirable.
- V. Age of Lab Attendant (MTS) is from 18 to 50 years.
- VI. The Agency has to select suitable Manpower, fulfilling the eligibility criteria and job description through a selection process.
- VII. The personnel so deployed shall have to report for duty at the office location.
- VIII. The personnel deployed for IHM Lucknow should have adequate knowledge & experience of jobs/responsibilities for which the service is availed and will work strictly under the direction of the Manpower Agency's Manager/ Supervisor and strictly under the administrative control of the authorities of IHM Lucknow.
- IX. The selected staff provided by the Agency will be in the pay roll of the Agency.

The Lab Attendant (MTS) shall be responsible for: Assist in routine office tasks such as filing, photocopying, dispatch/delivery of documents, maintain cleanliness and tidiness in office spaces, serve refreshments during official meetings or events, carry files, stationery, and other items between departments, assist officers and faculty as required, assist faculty during practical classes in labs, clean and maintain lab equipment, tools, and surfaces before and after sessions, help in preparation and arrangement of materials for practicals, ensure hygienic conditions in labs at all times, report any equipment malfunction or shortage of materials to concerned authorities and any other tasks as may be assigned by the institute. Maintain institute gardens, lawns, and green areas, carry out regular watering, weeding, trimming, and planting activities, prepare seasonal flower beds and support horticultural activities for events/functions, ensure proper use and care of gardening tools and equipment, keep garden areas clean and aesthetically appealing and any other tasks as may be assigned by the institute.

Basic requirement and eligible criteria for MTS (Cleaning Staff):

- I. Agency will deploy unskilled personnel at IHM Lucknow.
- II. The requirement of IHM Lucknow may increase or decrease during the contract duration.
- III. Minimum education qualification: Literate
- IV. Age of MTS (Cleaning Staff) is from 18 to 50 years.
- V. The Agency has to select suitable Manpower, fulfilling the eligibility criteria and job description through a selection process.
- VI. The personnel so deployed shall have to report for duty at the office location.
- VII. The personnel deployed for IHM Lucknow should have adequate knowledge & experience of jobs/responsibilities for which the service is availed and will work strictly under the direction of the Manpower Agency's Manager/ Supervisor and strictly under the administrative control of the authorities of IHM Lucknow.
- VIII. The selected staff provided by the Agency will be in the pay roll of the Agency.



The MTS (Cleaning Staff) shall be responsible for: General Cleaning & Upkeep of entire campus buildings, labs, classrooms, offices, corridors, staircases, hostels, and common areas, Cleaning of furniture, fixtures, doors, windows, notice boards, and other institutional property, Regular removal of cobwebs and deep cleaning as per schedule, thorough cleaning and sanitization of toilets, urinals, washbasins, and fittings multiple times a day, replenishment of consumables such as hand wash, toilet rolls, air fresheners, and sanitizers, collection and disposal of garbage from all designated points on a daily basis, segregation of dry and wet waste as per institutional/environmental guidelines, cleaning of hostel rooms, corridors, and bathrooms in both boys' and girls' hostels, assistance in maintaining hygienic conditions in common rooms, kitchens, and dining areas, cleaning of pathways, campus premises, and external areas, coordinating with gardeners for upkeep of lawns and green areas and any other tasks as may be assigned by the institute.

4.3. Project Tenure

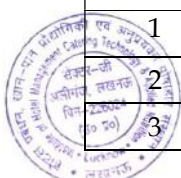
The selection of agency shall initially be for a period of One (01) years with a provision of its extension for another Two (02) years or as per the mutual discussion from the date of work order / agreement, if required by IHM Lucknow, on the existing terms & conditions.

4.4. Payment Terms will be as under:

- I. The payment of fee shall be made on a monthly basis. Monthly Review will be conducted and evaluation of the performance of the selected agency will be done. Payment will be made to the successful Bidder monthly, upon submission of the monthly reports. The invoice amount would be paid after the evaluation of the performance against deployment, operational and deliverables.
- II. In case of additional work of similar nature arises out in future during the tenure of the assignment, IHM Lucknow may engage requisite number of additional fulltime experts or sector experts from selected bidder. The rate of increase/ decrease of such manpower will be on pro- rata basis.
- III. The financial quote shall take into account all expenses and tax liability including GST.
- IV. Firm would be required to submit report on work done on monthly basis by 10th day of following month.
- V. Service provider is required to pay salaries/wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer along with all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

Minimum Payment Structure including salary of Skilled Manpower:

SI No.	Detail	Salary of Skilled Manpower and other charges
1	Salary per manpower per month	₹13,546.78
2	EPF 13%	₹1,761.08
3	ESIC 3.25%	₹440.27



4	Total (1+2+3)	₹15,748.13
5	Agency service charge (Minimum 3.85%)	₹606.30
6	Total (4+5)	₹16,354.43
7	GST 18% (on s. no.04)	₹2,834.66
8	Minimum Total (6+7)	₹19,189.09

Minimum Payment Structure including salary of Unskilled Manpower:

Sl No.	Detail	Salary of Unskilled Manpower and other charges
1	Salary per manpower per month	₹10,994.21
2	EPF 13%	₹1,429.25
3	ESIC 3.25%	₹357.31
4	Total (1+2+3)	₹12,780.77
5	Agency service charge (Minimum 4.5%)	₹492.05
6	Total (4+5)	₹13,272.83
7	GST 18% (on s. no.04)	₹2,300.53
8	Minimum Total (6+7)	₹15,573.36

Note: The above rates shall be as per the Uttar Pradesh Minimum Wages Notification (March 2025) issued by Labor department, Government of Uttar Pradesh. This will be revised time to time as per the latest notification.

The Agreement value shall be the total cost for the manpower deployed (both Housekeeping and Manpower Service and Security Service employees) for the entire contract period of 1 year. For clarification purpose if total agreement value for 07 Skilled and 46 Unskilled employees as per the illustration table provided above shall be INR 87,00,374.28 (INR 16354.43*12*7 + INR 13272.83*12*46) i.e. Rupees Eighty seven lakhs Three Hundred Seventy four and point Two Eight. **The Agreement Value is subject to change based on the cost of service charge levied by the Authority for both Housekeeping and Manpower Service and Security Service employee**



5. Bidder's Eligibility Criteria and Method of Selection, Evaluation Process

5.1. Pre-Qualification Eligibility Criteria:

The experts' should meet the below criteria to be eligible to participate in the Bid:

SN	Eligibility	Description	Documentary Evidence
1	Registration/ Incorporation Status	The bidder should be a company registered under Indian Companies Act 1956, a Partnership Firm registered under Indian Partnership Act 1932 or a LLP registered under LLP Act 2008 or a Proprietorship firm and should have been in existence since last 3 years	Duly Self-Attested Copy of Incorporation/Registration Certificate
2	Average Turnover	The Bidder must have Positive Net Worth and Minimum Average Annual Turnover (MAAT) of INR 1 Cr in the last 3 (the financial year (2021-22, 2022-23, 2023-24)	Duly Self-Attested audited balance sheet, Profit & Loss Statement and Income Tax Returns has to be submitted for the financial (2021-22, 2022-23, 2023-24) along with a declaration of minimum average annual turnover on the official letterhead of Chartered Accountant (CA) with UDIN details.
3	Agency/ bidder Documents	The Bidder must be registered under Contract Labour (R&A) Act'1970, GST, PAN, EPF, ESIC, Private Security Agencies Regulation Act'2005 (PASARA) etc.	Duly Self-Attested copy of each valid Certificate
4	Non-Blacklisting Certification	The Bidder should not have been ever blacklisted by Central, any State Government Department / Public Sector Undertaking.	Declaration on Notarized Affidavit on relevant value of non-judicial stamp paper
5	Work Experience	<ul style="list-style-type: none"> Experience of Manpower deployment work in any State Government/Central Government/ PSU Minimum 5 project consider in F.Y. 2023-24 The bidder must have experience to deploying 50 Manpower (including security personnel) in any Govt. / Central Govt. / PSU / State Govt. in F.Y. 2023-24 	Copy of work order and work completion certificate
7	Manpower	The bidder should have a minimum of 50 employees on the Agency / bidder's payroll in previous last three financial year.	A Letter of Undertaking from the HR Department certifying the number of resources on its payroll.
8	Bank Solvency	The bidder should have a positive Net Worth (more than 40 lacs) on 31st March 2024.	Issued by nationalized Bank.
9	Local Presence	The Bidder should have local office in Buyer State	Supporting document for the same needs to be provided



10	Relationship with Employee of IHM Lucknow:	No relationship should exist with any employee of IHM Lucknow	Affidavit of ₹100/- notarized by a notary public.
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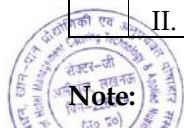
Note :

- Only those bidders who fulfill the pre-qualification criteria will be eligible to participate in the QCBS & financial evaluation. The Institute has the right to check and evaluate any document submitted by bidder. The bidder who does not fulfill the criteria, their bids will get rejected.
- Consortium, Joint Venture or outsourcing is not allowed.
- The bid will be out rightly rejected if any of the enclosed documents are incomplete, missing, misleading or incorrect.
- Bid should comprise of following sections:
 - Technical Bid
 - Financial Bid
- Both the bids must be submitted separately on the tender portal. Prices should not be quoted in the Technical Bid.

5.2. Technical Evaluation Criteria

Sl. No.	Criteria	Max. Marks
1	Total past experience of the Bidder in Manpower deployment I. 0 to 07 years : 05 marks II. Above 07 to 10 years : 10 marks III. Above 10 years : 15 marks	15
2	Average Annual Turnover of the Bidder in last Three Financial Years i.e. (2021-22, 2022-23, 2023-24) I. ₹1 Crores to ₹1.5 Crores : 10 marks II. Above ₹1.5 Crores to ₹2 Crores : 15 marks III. Above ₹2 Crores : 20 marks	20
3	Experience of Manpower deployment work in any State Government / Central Government/ PSU Minimum 5 project consider I. 3 project : 10 marks II. 2.5 additional marks for each project.	20
4	Manpower on Agency / bidder pay roll of 2023-24 I. 50 to 75 Nos : 10 marks II. 76 to 100 Nos : 12 marks III. More than 100 Nos : 15 marks	15
5	The Bidder must have ISO Certification. I. ISO 9001 : 2015 : 05 marks	05
6	A presentation based on scope of work shall include Overview of the proposed project solution, work plan, roll out strategy, project solution management/implementation methodology : I. Agency Profile & Credentials : 10 marks II. Understanding of Scope of Work : 15 marks	25

Note:



1. Documentary evidence of the assignments (completion certificate or copy of Agreement or Letter of Award) issued by the State Government /Central Government/ PSUs/ Semi Government Departments or their agencies, as mentioned in the criteria, duly certified by the authorized signatory of the bidding Agency / bidder/ Chartered Accountant, should be enclosed in support of all claimed projects.
2. Projects directly awarded by Government agency/agencies in India will only be considered. Extension Projects shall be considered as separate projects.
3. Only projects carried out in India will be considered for evaluation.

5.3. Evaluation of Technical Bids

1. Constitution of Bid Evaluation Committee (BEC):

The evaluation of the e-Bids shall be carried out by Bid Evaluation Committee (BEC), which shall be constituted by IHM Lucknow consisting of officials from the Department. The BEC will evaluate the tenders in two stages, i.e. Technical & Financial.

2. The Technical presentation shall be done to the Bid Evaluation Committee (BEC).
3. Technical bids should be analyzed and evaluated by the Bid Evaluation Committee (BEC). Technical bids in the following conditions will be summarily rejected as being nonresponsive:
 - Technical Bids of those bidders, who do not meet the eligibility criteria.
 - Technical bids unsigned and incomplete, not responding to the TOR fully & properly, and those with lesser validity than that prescribed in the RFP.

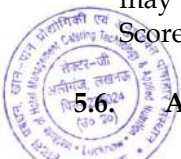
5.4. Evaluation of Financial e-Bids

1. The financial e-Bids shall be opened by BEC of the bidders which score minimum 60 in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
2. The Bidders shall fill the Financials in the Commercial bid section of the GEM portal. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected.
3. If there are conditions attached to any financial e-Bids, which shall have bearing on the total cost, the Bid Evaluation Committee will reject any such Bids as non-responsive financial proposals. However, if the BEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties, or any such matter, the BEC may do so by inviting responses in writing.

5.5. Negotiations

Normally, there would be no post RFP negotiations. In case if it is required, negotiations may be carried out with the H1 bidder (Highest Combined Technical and Financial Scorer) in the interest of the project.

5.6. Award of Contract



In a particular case of selection of Agency, the bidder would be technically evaluated out of 100 marks. Bids receiving 60 would qualify for Financial Evaluation, and the weightage of the Technical Bids and Financial Bids is 30:70.

The Selected bidder shall be the first ranked bidder (having the highest combined score). As an example, the following procedure can be followed. In response to the RFP, 3 proposals; A, B & C were received. The technical evaluation committee awarded them 70, 80, and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable, and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated Cost
A	₹120
B	₹100
C	₹110

Using the formula $LEC \times 100/EC$, where LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost, the committee gave them the following points for financial proposals:

A: $100 \times 100 / 120$	=83 points
B: $100 \times 100 / 100$	=100 points
C: $100 \times 100 / 110$	=91 points

In the combined evaluation, thereafter, the evaluation committee calculated the combined Technical and Financial score as under:

Proposal A:	$70 \times 0.30 + 83 \times 0.70$	= 79.10 points
Proposal B:	$80 \times 0.30 + 100 \times 0.70$	= 94.00 points
Proposal C:	$90 \times 0.30 + 91 \times 0.70$	= 90.70 points

Proposal B, the evaluated cost of ₹100, was, therefore, declared as the winner and recommended for negotiations/approval to the competent authority.

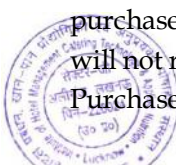
5.7. Contract Agreement

The Successful Bidder shall execute an Agreement on Non-Judicial stamp paper of appropriate amount in the name of the Bidder bought in Uttar Pradesh only, within one week from the date of Letter of Acceptance issued by IHM Lucknow.

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of IHM Lucknow. IHM Lucknow reserves its right to cancel the order either in part or full if this condition is violated.

5.8. Confidentiality

The selected Agency will treat as confidential all data and information about the purchaser obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Purchaser



6. Standard Terms and Conditions

Without limitation on the generality of this rule, the Agency shall not be permitted to perform themselves directly or indirectly in totality or in part, by any of its associated company/Firm/society or any entity with business interest, any of the subsequent implementation job concerned with the Project, for which the work has been awarded to the Agency.

6.1. Application

The proposal offer should contain all the work envisaged under the scope of work, Key points mentioned under, and those proposals giving only part of the work would be rejected. Detailed scope of work is mentioned in Section-3.

6.2. Conflict of Interest

The Agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The Agency and its affiliates shall not engage in activities that conflict with the interest of the client under the contract and shall be excluded from downstream "supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than the Services" under the ongoing contract. The experts should provide professional, objective, and impartial advice and at all times hold the client's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Experts shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Authority.

Without limitation on the generality of the foregoing, experts shall not be hired, under the circumstances set forth below

1. Conflict between activities and procurement of goods, works, or services:

An Agency that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works, or services. Conversely, an Agency concern hired to provide services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works, or services for such preparation or implementation.

2. Conflict among assignments:

Neither agencies (including their personnel and sub-Agencies) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the agencies.

3. Relationship with Employer's staff:

Experts/agency (including their personnel sub-experts) that have a business or family relationship with any member(s) of the Employees (IHM Lucknow) staff who are directly or indirectly involved in any part of:

- a. The preparation of the TOR of the contract,
- b. The selection process for such contract, or

c. Supervision of such contract; may not be awarded a contract unless it is



established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of the agency's work.

6.3. Unfair Competitive Advantage

Fairness and transparency in the selection process require that an agency or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the request for proposals and all information would be made available to all shortlisted agencies together.

6.4. Disclaimer Clause

The Authority or any of its officers, employees, contractors, agents, or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it, whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care, or misrepresentation on the part of the Authority or any of its officers, employees, contractors, agents, or advisers.

6.5. Disclosure of Interests and Links

The Bidders should also disclose whether the Bidder or any of its associated company/firm/society or any entity with business interest have any association or link in any manner with the Bid Evaluation Committee members or its family members of his/hers, associated with this RFP. The bids of such bidders will not be considered.

6.6. Standards of Performance

The Agency shall perform the services and carry out its obligations under the contract with due diligence, efficiency, and economy in accordance with generally accepted professional standards and practices. The Agency shall always act as a faithful advisor to IHM Lucknow, in any matter relating to this contract. The Agency shall support and safeguard the legitimate interests of IHM Lucknow in any dealings with third parties. The Agency shall abide by all the provisions/Acts/Rules, etc., of Information Technology prevalent in the country. The Agency shall conform to the standards laid down in the RFP in totality.

6.7. Agency Personnel

1. The Agency shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of the project.
2. Without the consent of the Client, no changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Agency, such as retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Agency shall provide as a replacement a person of equivalent or better qualifications, with approval from the



Client Department.

3. The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
4. If the Client Department requests to replace resource(s), then the Agency shall be required to replace the resource(s).

6.8. Applicable Law

Applicable Law means the laws and any other instrument having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Uttar Pradesh.

6.9. Assignment and Subcontracting

1. The Agency shall not assign or transfer this contract or part thereof to any other party without the written consent of IHM Lucknow.
2. For the purpose of the liabilities under this Bid, the Bidder will be considered solely liable for the delivery of all the components of the Bid and scope of work.

6.10. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed of by the Agency in violation of any right whatsoever of a third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark, or similar right, or any charge, mortgage, or lien indemnity.

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify IHM Lucknow, to the total professional fees for this project for any direct loss or damage that is caused due to any deficiency in services.

6.11. Governing Language

The Contract shall be written in the English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in English/Hindi.

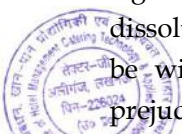
6.12. Termination of Contract

The Agency's association with IHM Lucknow, will terminate in case of the following conditions:

1. The term of the Contract expires.
2. Performance is below the expected level.
3. Non-adherence to the timelines of the project.
4. Quality of work is not satisfactory and not acceptable.

6.13. Termination for Insolvency, Dissolution, etc.

IHM Lucknow may at any time terminate the Contract by giving written notice to the Agency if the Agency becomes bankrupt or otherwise insolvent or in case of the dissolution of the company or winding up of the company. In this event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue



thereafter to IHM Lucknow.

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify IHM Lucknow, for the total professional fees for this project for any direct loss or damage that is caused due to any deficiency in services.

6.14. Limitation of Liability

Limitation of Liability towards the Agency shall not exceed the contract value.

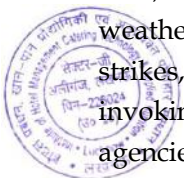
6.15. Fraud and Corruption

The Bidder, if selected, shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, IHM Lucknow:

1. Defines, for the purposes of this provision, the terms set forth below as follows:
 - "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the "IHM Lucknow" and includes collusive practices amongst Agencies (prior to or after submission of proposals) with Service Providers empanelled with IHM Lucknow, designed to establish prices at artificial, noncompetitive levels and to deprive the "IHM Lucknow" of the benefits of free and open competition.
2. Will reject a proposal for an award if it determines that the Agency recommended for the award is/was engaged in corrupt/fraudulent/coercive activities in getting the contract in question.
3. Will cancel the Agency's contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
4. Will declare an Agency ineligible, either indefinitely or for a stated period of time, to be awarded a "IHM Lucknow" contract if it at any time determines that the Agency has engaged in corrupt or fraudulent practices in getting or executing the "IHM Lucknow" contract.
5. Will cancel the contract if at any stage it comes to know that the selected Agency or Company has any relation with any of the members of the Bid Evaluation Committee (BEC) or the decision-making authorities.

6.16. Force Majeure

1. **Definition:** For the purposes of this assignment, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts, or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation, or any other action by government agencies.



2. Force Majeure shall not include:

- a. any event which is caused by the negligence or intentional action of a Party or agents/employees thereof, nor
- b. any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. IHM Lucknow, will decide the eventuality of Force Majeure, which will be binding on both the parties.

6.17. Disputes Resolution

1. **Amicable settlement** - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this RFP or the interpretation thereof. In the event a dispute, differences, or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.
2. **Arbitration** - In case the dispute is not resolved, any party may issue a notice of reference, invoking the resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. . It is agreed that any dispute shall be referred to the Principal, Institute of Hotel Management, Lucknow for arbitration, Arbitration proceedings shall be conducted in and the award shall be made in the English language. Arbitration proceedings shall be conducted at Lucknow.



7. Annexure for Technical Proposal

Annexure-I: Proposal Submission Form

To

The Principal,
IHM Lucknow,
Sector-G, Aliganj,
Lucknow - 226024

Ref: Submission of Proposal against the “RFP for Hiring of a Manpower Agency to Provide Skilled, Semi Skilled and Unskilled Staff”.

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP for "**Hiring of a Manpower Agency to Provide Skilled, Semi Skilled and Unskilled Staff**" in full conformity with the said Tender document and our Technical Proposal (Bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal.
2. We would like to declare that we, the Bidder (of this Tender) or any of its associated Company/Firm/Society or any entity with a business interest, are neither already empaneled with nor have applied for their empanelment with IHM Lucknow under any of the business activities.
3. We would like to declare that we, the Bidder (of this Tender) or any of its associated Company/Firm/society or any entity do not have any association with the Bid Evaluation Committee members or its family members of his/hers associated with this Tender. We know that such bids will not be considered.
4. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices
5. We hereby declare that we have not been blacklisted by any State/Central/UT Government Dept./Organization/Institution or any State-designated agency/PSU of Central/State Government as on the bid submission end date.
6. We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Dept./Organization/Institution.
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior, and we shall be responsible for any such acts.

8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India, namely the "Prevention of Corruption Act, 1988."
9. We understand that IHM Lucknow is not bound to accept any or all bids received in response to this Tender.
10. We agree to abide by all the terms and conditions mentioned in the Request for Proposal Reference No. _____ for RFP for "Hiring of a Manpower Agency to Provide Skilled, Semi Skilled and Unskilled Staff" against this tender.
11. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by IHM Lucknow in case we are selected as the Agency against this tender by IHM Lucknow.

We remain, yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Seal of Bidder / Agency

Annexure-II: Agency's General Information

S No.	Particulars	Description/Details	Ref. Documents	Page No.
A	Name of Bidding Agency			
B	Contact Details			
	a. Address			
	b. Mobile/Telephone			
	c. Email			
	d. Website			
C	GSTIN Number of the bidder			
D	Name of Managing Director/CEO			
E	Name, Designation & email of Authorized Signatory			

Signature.....

In the Capacity of.....

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

Note: The Bidder must submit the following document to establish the legal status along with this Form:

- a. The Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder. Copy of the registration certificate including partnership deed, GST certificate, registration under shop and establishment act etc. and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
- b. Copy of the Bidder's duly audited financial Statement for the preceding 3 (three) Financial Years (2021-22, 2022-23, 2023-24).

Annexure-III: Format of Project Experience

Projects credentials relevant to the criteria should be attached (As specified in the Evaluation Criteria):

Project1/2/

Name of the Client	
Project Name and Brief Description	
Number of Manpower deployed	
Year (start date ;end date)	
Duration	
Order value (INR)	
* Attach the Work Order/LOI/Contract for the Assignment/Other document in support of claim, as per requirement of the evaluation criteria in RFP	

Signature..... In the capacity of.....

Duly authorized to sign proposal for and on behalf of.....

Date.....

Place.....

Annexure-IV: Format of Financial Capacity

(On Letter Head of Chartered Accountant)

S.No.	Financial Years	Annual Turnover (Rs.)
1	2021-22	
2	2022-23	
3	2023-24	
	Average Turnover	

Certificate from the Statutory Auditor

This is to certify that ----- (name of the Applicant) has Annual Turnover in India, as shown above in the respective years.

Date:

(Signature, name, and designation of the authorized signatory)

Name and seal of the audit firm (Supporting financial statements and relevant documents are to be furnished.)

Annexure- V: Format for Power of Attorney for Signing of Proposal

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint, and authorize Mr. / Ms (Name), son/daughter/wife of (name of the father/husband/mother) and presently residing at (address of the attorney), who is presently employed with us and holding the position of (position title), as our true and lawful attorney (hereinafter referred to as the "Attorney") to do, in our name and on our behalf, all such acts, deeds, and things as are necessary or required in connection with or incidental to the submission of our Proposal for the " RFP for Hiring of a Manpower Agency to Provide Skilled, Semi Skilled and Unskilled Staff." proposed by IHM Lucknow (the "Authority").

These acts, deeds, and things include, but are not limited to, signing and submission of all applications, proposals, bids, and other documents and writings, participating in Bidders' and other conferences, providing information/responses to IHM Lucknow, representing us in all matters before IHM Lucknow, signing and executing all contracts and undertakings consequent to the acceptance of our Proposal, and generally dealing with IHM Lucknow in all matters in connection with, relating to, or arising out of our Proposal and/or upon award thereof to us.

AND we hereby agree to ratify, confirm, and do hereby ratify and confirm all acts, deeds, and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney, and that all acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, (name of the firm), THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS (date) DAY OF ____ (month), 20____ (year).

For (Signature)

(Name, Title, and Address)

Witnesses:

- 1.
- 2.

Accepted [Notarized] (Signature)

(Name, Title, and Address of the Attorney)

Notes:

- a. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s), and when it is so required, the same should be under the common seal affixed in accordance with the required procedure.*
- b. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Annexure–VI: Format for Affidavit

(On Stamp paper of relevant value)

Date:

To,

**The Principal,
IHM Lucknow,
Sector-G, Aliganj,
Lucknow - 226024**

Sub: RFP for Hiring of a Manpower Agency to Provide Skilled, Semi Skilled and Unskilled Staff.

Dear Sir,

"I/We _____ hereby declare that statements, project documents, credentials, documentary evidence, financial statements, and other tender documents in the proposal are true and authentic to the best of my/our knowledge. I/We have not incorporated any information not undertaken by us in the proposal. I/We, for the purpose of the said tender, have not forged, misrepresented, or misled any information that has not been undertaken by us. For the purpose of the evaluation, IHM Lucknow, has the right to verify the authenticity of the proposal submitted by us.

I/We confirm that I/we have not been blacklisted, terminated, or debarred by Central or State Governments or PSUs or any of their agencies for any project. Further, it is also certified that I/We have not been found guilty of any criminal offense by any court of law.

I/We fully understand that in case of furnishing any false documents or statements, forging, misrepresentation, and producing misleading information in the proposal, and failure to abide by the terms and conditions of the tender, I/we are liable to any actions that may be taken against us by IHM Lucknow.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder (Name, Title, and Address of the Authorized Signatory)"

Annexure-VII: Financial Proposal Submission

Financial Proposal (quote) should be submitted on of the GEM portal.

Annexure–VIII: Format of Performance of Bank Guarantee towards Performance Security

Performance Guarantee

Ref No.....Bank Guarantee No.....Dated:.....

IN consideration of the Institute of Hotel Management Lucknow (an autonomous body under Ministry of Tourism, Government of India) (hereinafter called "IHM Lucknow") having agreed; to exempt (hereinafter called "the said Agency/Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated made between and for (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Agency/Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs._____ (Rupees _____ only) we, _____ (indicate name of the Bank) (here in after referred to as "the Bank") at the request of Agency/contractor(s)/, do hereby undertake to pay to IHM Lucknow an amount not exceeding Rs._____. Against any loss or damage caused to or suffered or would be caused to or suffered by IHM Lucknow by reason of any breach by the said Agency/Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. "We _____ (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee, without any demur, merely on a demand from IHM Lucknow stating that the claimed amount is due by way of loss or damage caused to or would be caused to or suffered by IHM Lucknow by reason of breach by the said Agency/contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Agency/contractor(s) failure to perform the said Agreement.
2. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.
3. We undertake to pay to IHM Lucknow any money so demanded, notwithstanding any dispute or disputes raised by the Agency/contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Agency/ contractor(s)/supplier(s) shall have no claim against us for making such payment.
5. We, _____ (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IHM Lucknow under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed office/Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency/Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the, we shall be discharged from all liability under this guarantee thereafter.

6. We, _____ (indicate name of the Bank), _____ further agree with IHM Lucknow that IHM Lucknow shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said Agency/contractor(s) from time to time or to postpone, for any time or from time to time, any of the powers exercisable by IHM Lucknow against the said Agency/Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement. We shall not be relieved from our liability by reason of any such variation or extension being granted to the said Agency/Contractor(s) or for any forbearance, act, or commission on the part of IHM Lucknow or any indulgence by IHM Lucknow to the said Agency/Contractor(s), or by any such matter or thing whatsoever which, under the law relating to sureties, would, but for this provision, have the effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency/Contractor(s)/Supplier(s). We, (indicate name of the Bank)..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of IHM Lucknow in writing.

Dated the ____ day of _____ for _____ (Indicate the name of Bank)

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The validity of the Bank Guarantee should be as mentioned in the RFP for “Hiring of a Manpower Agency to Provide Skilled, Semi Skilled and Unskilled Staff”.
3. The Bank Guarantee by Bidders will be given from Scheduled Bank only.

Annexure-IX: Checklist

Sl. No.	Eligibility	Description	Documentary Evidence	Submitted
1	Registration/ Incorporation Status	The bidder should be a company registered under Indian Companies Act 1956, a Partnership Firm registered under Indian Partnership Act 1932 or a LLP registered under LLP Act 2008 or a Proprietorship firm and should have be in existence since last 3 years	Duly Self-Attested Copy of Incorporation/Registration Certificate	
2	Average Turnover	The Bidder must have Positive Net Worth and Minimum Average Annual Turnover (MAAT) of INR 1 Cr in the last 3 financial year (2021-22, 2022-23, 2023-24).	A-Duly Self-Attested audited balance sheet, Profit & Loss Statement and Income Tax Returns has to be submitted for the financial year (2021-22, 2022-23, 2023-24) along with a declaration of minimum average annual turnover on the official letterhead of Chartered Accountant with UDIN details. B- Financial year (2021-22, 2022-23, 2023-24) ITR C- Financial year (2021-22, 2022-23, 2023-24) 26 AS	
3	Agency/ bidder Documents	The Bidder must be registered under Contract Labour (R&A) Act 1970, GST, PAN, EPF, ESIC, PASARA etc.	Duly Self-Attested copy of each valid Certificate	
4	Non-Blacklisting Certification	The Bidder should not have been ever blacklisted by Central, any State Government Department / Public Sector Undertaking.	Declaration on Notarized Affidavit on relevant value of non-judicial stamp paper	
5	Work Experience	1. Experience of Manpower deployment work in any State Government /Central Government/ PSU Minimum 5 project in F.Y. 2023-24. 2. The bidder must have experience to deploying 50 Manpower (including security personnel) in any Govt. / Central Govt. / PSU / State Govt. in F.Y. 2023-24.	Copy of work order and work completion certificate	
7	Manpower	The bidder should have a minimum of 50 employees on the Agency / bidder's payroll.	A Letter of Undertaking from the HR Department certifying the number of resources on its payroll.	



Sl. No.	Eligibility	Description	Documentary Evidence	Submitted
8	Net Worth	The bidder should have a positive Net Worth on 31st March 2024.	C.A. certificate with document and evidence.	
9	Local Presence	The Bidder should have local office in Buyer State	Supporting document for the same needs to be provided.	
10	Cost of RFP/ Tender Fee	INR 4000.00+ 18% GST (₹ 4720/-) payable in the form of demand draft, in favor of Principal, IHM Lucknow, payable at Lucknow	The original demand draft for the tender fee must be submitted in hard copy in a separate envelope on or before the day of the technical bid opening at the Committee Room, IHM Lucknow, Sector-G, Aliganj, Lucknow -226024.	
11	EMD	INR 2,00,000/- payable in the form of demand draft, in favor of Principal, IHM Lucknow, payable at Lucknow	The original demand draft for the EMD must be submitted in hard copy in a separate envelope on or before the day of the technical bid opening at the Committee Room, IHM Lucknow, Sector-G, Aliganj, Lucknow -226024.	
12	Relationship with Employee of IHM Lucknow:	No relationship should exist with any employee of IHM Lucknow	Affidavit of ₹100/- notarized by a notary public.	
13	Bank Solvency	The bidder should have a positive Net Worth (more than 40 lacs) on 31st March 2024.	Issued by nationalized Bank.	

