

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-03-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-03-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Law And Justice
विभाग का नाम/Department Name	Department Of Legal Affairs
संगठन का नाम/Organisation Name	India International Arbitration Centre
कार्यालय का नाम/Office Name	New Delhi
वस्तु श्रेणी /Item Category	Facility Management Service- Manpower based (Version 2) - Commercial; Housekeeping; Unskilled , Facility Management Service- Manpower based (Version 2) - Commercial; Housekeeping; Semi-skilled , Facility Management Service- Manpower based (Version 2) - Commercial; Housekeeping, Junior Assistant; Skilled , Facility Management Service- Manpower based (Version 2) - Commercial; Housekeeping, Junior Assistant-Social Media; Skilled , Facility Management Service- Manpower based (Version 2) - Commercial; Housekeeping, Driver; Skilled , Manpower Outsourcing Services - Fixed Remuneration - Admin; Marketing/PRO; Graduate
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	75 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	5
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	Yes ( <a href="#">Mediation clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	111696

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

IIAC

New Delhi, Department of Legal Affairs, INDIA INTERNATIONAL ARBITRATION CENTRE, Ministry of Law and Justice (Vikas Bhagwat)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:Approval received from competent authority. hence proceed**

**Scope of work & Job description:**[1772084624.pdf](#)

**In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.:[1772084643.pdf](#)**

**Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1772084953.pdf](#)**

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1772084957.pdf](#)**

**Buyer to upload Machinery or Consumable List in case Add-on is selected by Buyer in Marketplace:[1772084972.pdf](#)**

**Facility Management Service- Manpower Based (Version 2) - Commercial; Housekeeping; Unskilled ( 3 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Commercial
Type of Services Required	Housekeeping
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Sweeper
Educational Qualification	8th Standard
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes

विवरण/ Specification	मूल्य/ Values
Name of states/ UT for geographical presence is required	Delhi
<b>एडऑन /Addon(s)</b>	
Consumables to be provided by Service Provided	NA
High End Machinery and Equipments to be provided by Service Provider	NA
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	
Title for Optional Allowances 2	
Title for Optional Allowances 3	
Designation	Safai Karamchari

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Vikas Bhagwat	110070,India International Arbitration Centre, Plot No. 06, Institutional Area, Vasant Kunj, New Delhi	3	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 674</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 2.885</li> <li>• EPF Admin Charge (INR per day) : 2.885</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 26.16</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

**Facility Management Service- Manpower Based (Version 2) - Commercial;  
Housekeeping; Semi-skilled ( 8 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Commercial
Type of Services Required	Housekeeping
Skill Category	Semi-skilled
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Educational Qualification	Secondary School
Specialization	Not Required

विवरण/ Specification	मूल्य/ Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Delhi
<b>एडऑन /Addons</b>	
Consumables to be provided by Service Provided	NA
High End Machinery and Equipments to be provided by Service Provider	NA
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	
Title for Optional Allowances 2	
Title for Optional Allowances 3	
Designation	Safai Karamchari

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Vikas Bhagwat	110070,India International Arbitration Centre, Plot No. 06, Institutional Area, Vasant Kunj, New Delhi	8	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 805</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 2.885</li> <li>• EPF Admin Charge (INR per day) : 2.885</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 26.16</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

**Facility Management Service- Manpower Based (Version 2) - Commercial;  
Housekeeping, Junior Assistant; Skilled ( 3 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Commercial
Type of Services Required	Housekeeping , Junior Assistant
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Junior Data Entry Operator
Educational Qualification	Graduate
Specialization	Management( Marketing/Ope rtions/Finance/ General

विवरण/ Specification	मूल्य/ Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Delhi
<b>एडऑन /Addon(s)</b>	
Consumables to be provided by Service Provided	NA
High End Machinery and Equipments to be provided by Service Provider	NA
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	
Title for Optional Allowances 2	
Title for Optional Allowances 3	
Designation	Junior Assistant

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Vikas Bhagwat	110070,India International Arbitration Centre, Plot No. 06, Institutional Area, Vasant Kunj, New Delhi	3	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 981</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 2.885</li> <li>• EPF Admin Charge (INR per day) : 2.885</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 31.88</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

**Facility Management Service- Manpower Based (Version 2) - Commercial;  
Housekeeping, Junior Assistant-Social Media; Skilled ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Commercial
Type of Services Required	Housekeeping , Junior Assistant-Social Media
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Junior Data Entry Operator
Educational Qualification	Graduate
Specialization	Junior Assistant Social Media

विवरण/ Specification	मूल्य/ Values
Post Graduation	Optional
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Delhi
<b>एडऑन /Addons</b>	
Consumables to be provided by Service Provided	NA
High End Machinery and Equipments to be provided by Service Provider	NA
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	
Title for Optional Allowances 2	
Title for Optional Allowances 3	
Designation	Junior Assistant Social Media

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Vikas Bhagwat	110070,India International Arbitration Centre, Plot No. 06, Institutional Area, Vasant Kunj, New Delhi	1	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 981</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 2.885</li> <li>• EPF Admin Charge (INR per day) : 2.885</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 31.88</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

**Facility Management Service- Manpower Based (Version 2) - Commercial;  
Housekeeping, Driver; Skilled ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Premise	Commercial
Type of Services Required	Housekeeping , Driver
Skill Category	Skilled
Type of Function	Others
List of Profiles	Driver - LMV
Educational Qualification	8th Standard
Specialization	Driver

विवरण/ Specification	मूल्य/ Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Delhi
<b>एडऑन /Addon(s)</b>	
Consumables to be provided by Service Provided	NA
High End Machinery and Equipments to be provided by Service Provider	NA
<b>अतिरिक्त विवरण /Additional Details</b>	
Title for Optional Allowances 1	
Title for Optional Allowances 2	
Title for Optional Allowances 3	
Designation	Driver

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Vikas Bhagwat	110070,India International Arbitration Centre, Plot No. 06, Institutional Area, Vasant Kunj, New Delhi	1	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 981</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 2.885</li> <li>• EPF Admin Charge (INR per day) : 2.885</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 31.88</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

**Manpower Outsourcing Services - Fixed Remuneration - Admin; Marketing/PRO; Graduate ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Function	Admin
List of Profiles	Marketing/PRO
Educational Qualification	Graduate
Specialization	Journalism/Mass Communication
Post Graduation	Optional
Specialization for PG	Mass Communication
Experience	0 to 3 Years

विवरण/ Specification	मूल्य/ Values
State	NA
District	NA
Zipcode	NA
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Delhi
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Designation	

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Vikas Bhagwat	110070,India International Arbitration Centre, Plot No. 06, Institutional Area, Vasant Kunj, New Delhi	1	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 50000</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EDLI (INR Monthly) : 0</li> <li>• EPF Admin Charges (INR Monthly) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• Optional Allowances 1 (INR Monthly) : 0</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 0</li> <li>• ESI (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 12</li> </ul>

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### 3. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a.

Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 4. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 5. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 6. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

#### 7. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 8. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 9. **Service & Support**

The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

#### 10. **Payment**

**PAYMENT OF SALARIES AND WAGES:** 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 alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

### **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and

[Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

**India International Arbitration Centre**

**Plot No. 6, Institutional Area, Vasant Kunj**

**New Delhi – 110070**

**BID DOCUMENT**

**(Scope of work along with General and Special  
Conditions of Contract)**

**FOR HIRING OF MANPOWER RESOURCE OUTSOURCING  
SERVICE - MINIMUM WAGES & ON FIXED  
REMUNERATION BASIS**

**THROUGH GeM PORTAL**

# **India International Arbitration Centre**

**Plot No. 6, Institutional Area, Vasant Kunj**

**New Delhi – 110070**

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Annexure 8- Notarized Affidavit form for relatives and non-conviction under IPC

Annexure 9- Notarized Affidavit form for having experience.

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Annexure 11- Form of Articles of Agreement

Annexure 12- Form of Performance Bank Guarantee

Annexure 13- Bid Security Form

# India International Arbitration Centre

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## ANNEXURE- 1

### BID SUBMISSION FORM

*(to be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through GeM Portal)*

Date:

#### LETTER OF BID

To

The Registrar  
India International Arbitration Centre  
Plot No.6, Institutional Area, Vasant Kunj  
New Delhi – 110070

**Ref: Invitation for Bid document no. \_\_\_\_\_ dated \_\_\_\_\_.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda, wherever applicable, issued in accordance with Instructions to Bidders.
2. We undertake to provide the MANPOWER services to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
6. We undertake to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc. and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / Lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

*(To be printed on Bidder's letterhead)*

# **India International Arbitration Centre**

**Plot No. 6, Institutional Area, Vasant Kunj**

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## **ANNEXURE-2**

### **INSTRUCTIONS TO THE BIDDERS**

#### **1. GENERAL INSTRUCTIONS**

- 1.1 India International Arbitration Centre, New Delhi, (hereinafter referred to as the “**IIAC**”) invites e-bids (ONLINE BIDS) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) THROUGH Government e-Marketplace (GeM) from reputed firms dealing with Ministries/Govt. Departments for providing hired manpower services for its office.
- 1.2 While all efforts have been made to avoid errors in the drafting of the bid document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.
- 1.3 The Bidder should download the Bid document (Scope of Work and Special condition of Contract) through GeM Portal and upload it again at the time of submission of the bid with signature and stamp is in token of the Bidder having acquainted himself/themselves and accepted the entire Bid document (Scope of Work and Special condition of Contract) including various conditions of contract.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the bid documents are liable to be rejected.
- 1.6 The parties to the Bid shall be the ‘Bidders’ (to whom the work has been awarded) and the IIAC.
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the IIAC. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.8 The requirements of number of manpower as mentioned in the bid document is tentative and may increase or decrease at the sole discretion of the competent authority of the IIAC. Accordingly, the contract cost is also liable to increase / decrease.

#### **2. MINIMUM ELIGIBILITY CRITERIA**

The following shall be the minimum eligibility criteria for selection of bidders technically.

# India International Arbitration Centre

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- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company / a Private Limited Company registered under the Companies Act, 2013 or a Limited Liability Partnership (LLP) under the Limited Liability Partnership Act, 2008. Bidder in the form of JV/Consortium, Proprietorship, and Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Registration:** The Bidder should be registered with the Income Tax, Goods and Service Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
- c. **Clearance:** The Bidder should also have clearance from GST, and Income Tax Department. Relevant proof in support shall be submitted.
- d. **Experience:** The Bidder should have (i) at least three years' experience for providing manpower services in Ministries / Departments under Government of India.
- e. **Turnover:** The Bidder should have minimum gross turnover in the similar business of providing manpower as per the bid document.
- f. The bidder should have its own trained manpower on their rolls. A notarized affidavit and undertaking that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per orders of /Central Government and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers. Similarly, a notarized affidavit and undertaking that the workers employed on fixed remuneration would be paid with reference to those workers to be provided.
- g. The bidder should have its office located in Delhi / NCT of Delhi region. The Bidder should submit documentary proof for the same.

## 2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Incorporation Certificate issued by the Registrar of Companies (RoC)/concerned authority shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested **copy of PAN, GST Registration, EPF Registration, ESIC Registration and Labour License** shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested **copy of ITR and GST/Service Tax Return for the last three financial years** shall only be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), **attested copy of work orders** along with **work completion certificates / ongoing work certificates** issued by the Ministries / Departments under Government of India shall be acceptable. A notarized affidavit shall also be required to be submitted as per Annexure-9
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(e), attested copy of the **audited balance sheets** (audited by Chartered Accountant) for the completed three financial years i.e., 2022-23, 2023-24, 2024-25 shall only be acceptable.
- (vi) other documents as per Clause 6 of Annexure-2

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## 3. EARNEST MONEY DEPOSIT:

- 3.1 The bids shall be accompanied by an Earnest Money Deposit (hereinafter referred to as the “EMD”) in the form of Insurance Surety Bonds/Bank Guarantee/Demand Draft from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects as per bid document of GeM. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of the “**India International Arbitration Centre**” payable at New Delhi.
- 3.2 The Bidder should scan a copy of the EMD and upload it online through GeM Portal. The original copy of the EMD should be sent to the **Registrar, India International Arbitration Centre, Plot No.6, Institutional Area, Vasant Kunj, New Delhi – 110070** on or before the time of closing of the uploading of the Bids. The original of the EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. In the event of non-receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened.
- 3.3 Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof along with technical bid online through GeM Portal. Besides, they have also to enclose a hard copy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed in clause 3.2.
- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.6 The bids without EMD shall be summarily rejected.
- 3.7 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of EMD or security deposit.
- 3.8 **The bid security (EMD) may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder
    - (a) Fails to sign the contract in accordance with the terms of the bid document; or
    - (b) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client; or
    - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.
    - (d) In such case, the bidder is also liable to be debarred from future tendering.

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3.9 No interest shall be paid on the EMD.

## **4. VALIDITY OF BIDS**

4.1 Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.

4.2 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

## **5. PREPARATION AND SUBMISSION OF E-BIDS IN GeM PORTAL**

5.1 The bid document, along with terms and conditions, has been uploaded on GeM Portal. The bidders can log on to the website and see the bid document. The Bidders shall be required to submit Technical and Financial Bids through GeM Portal electronically using valid GeM ID. More information useful for submitting online bids on the GeM Portal may be obtained.

5.2 The bidders who are desirous of participating in e-procurement shall submit their Bids in two bid system i.e. Technical Bids and Financial Bids through GeM Portal.

5.3 The bidders should upload the scanned copies of all relevant certificates, documents etc. including EMD / exemption certificate as per the requirements contained in **Clause 6 of Annexure 2** of the Bid Document in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.

5.4 The Bidders are also required to submit EMD and all the affidavits in original as mentioned in **Clause 6 of Annexure 2** of the Bid Document in a sealed envelope superscribed "Bids for providing Manpower Services" in drop box at **India International Arbitration Centre, Plot No.6, Institutional Area, Vasant Kunj, New Delhi – 110070** or sent by post at the above highlighted address on or before the dates specified in the Bid document.

5.5 The Bidder should upload the financial bids as per the instructions contained in the Bid Document on GeM Portal.

5.6 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or original EMD / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in bid document.

5.7 The important dates are mentioned in Bid document.

## **6. TECHNICAL BID**

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid online through GeM Portal. The following documents shall comprise Technical Bid:-

**India International Arbitration Centre**  
**Plot No. 6, Institutional Area, Vasant Kunj**  
**New Delhi – 110070**

- a. **Annexure-1:** The Bidder shall be required to print “Bid Submission Form” as per Annexure-1 on entity's letterhead, sign, scan and upload it online with the Bid in GeM Portal.
- b. **Annexure-7:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-7 to the effect of acceptance of the terms and conditions of the Bid Document. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in GeM Portal and hard copy of the same is sent along with EMD and other documents as per the timelines defined in the Bid Document.
- c. **Annexure 8 :** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-8 to the effect that none of the relatives of the Bidder are employees of the Client and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in GeM Portal and hard copy of the same is sent along with EMD and other documents as per the timelines defined in the Bid Document.
- d. **Annexure-9:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-9 to the effect that they have fully adhered to minimum eligibility criteria as per the requirements of the bid document and has provided services in the Ministries / Departments under Government of India.
- e. **Annexure-10:** The Bidder shall be required to submit a notarized affidavit on non-judicial stamp paper of Rs.10/- as per Annexure-10 to the effect that they have trained manpower on their rolls for providing requisite services in accordance with the conditions of the bid document.
- f. **Annexure 6: Technical Bid Form:** The Bidder shall be required to sign, scan and upload the Technical Bid Form as per Annexure 6 in GeM Portal.
- g. **Earnest Money Deposit:** A scanned copy of earnest money deposit or exemption certificate should be uploaded through GeM Portal as per clause 3 of the bid document. The Bidder shall ensure that original of the EMD / exemption certificate is also submitted in the office as per the instructions of Clause 2.1 of Annexure-2.
- h. **Documents in support of Minimum Eligibility Criteria:** The Bidder shall be required to upload each of the document online through GeM Portal as mentioned in Clause 2.1 of Annexure-2 of the Bid Document in support of their fulfillment of minimum eligibility criteria.

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**7. FINANCIAL BID:**

- 7.1 The Bidder should quote rates for each and every category of manpower in Indian Rupees. If rate is not quoted for all the category of manpower, the bid will not be valid and hence the same will be rejected. **The consolidated price will be taken into consideration while awarding of contract to the successful bidder.**
- 7.2 The rates quoted shall be firm and final. The price should be all inclusive of all i.e. Minimum Wages, EPF, ESIC, Bonus and other statutory charges arising from time to time.
- 7.3 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

**8. CLARIFICATION ON TECHNICAL BID EVALUATION.**

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the IIAC may, at its discretion, ask any bidder for clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The IIAC's request for clarification and the response shall be in writing in conventional manner.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the IIAC's request for clarification, its bid may be rejected.
- 8.3 The IIAC also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

**9. TECHNICAL BID EVALUATION**

- 9.1 The IIAC shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The technical bid evaluation shall be done based on the following criteria:
- (i) That the Bidder has signed, scanned and uploaded copy of the 'Bid Submission Form' as per Annexure-1 in the prescribed format in GeM Portal.
  - (ii) That the Bidder has signed, scanned and uploaded the Technical Bid Form as per Annexure 6 in the prescribed format in GeM Portal.
  - (iii) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 7 in the prescribed format in GeM Portal.
  - (iv) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 8 in the prescribed format in GeM Portal.

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- (v) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 9 in the prescribed format in GeM Portal.
- (vi) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 10 in the prescribed format in GeM Portal.
- (vii) That copy of EMD is scanned and uploaded in GeM Portal. The original of the EMD and other affidavits should be submitted by the Bidder as per the timelines specified in the Bid document.
- (viii) That the Bidder meets the minimum eligibility criteria as per Clause 2.1 of Annexure 2 and has uploaded copies of all documents required in support of minimum eligibility criteria as per clause 2.1 of Annexure-2.

9.3 The originals of EMD, Annexure-1, Annexure-6, Annexure-7, Annexure-8, Annexure-9, Annexure-10 and Authority Letter to sign on behalf of the Bidder should be delivered by the Bidder in an enveloped superscribed “Bid for providing Manpower Services” in drop box at **India International Arbitration Centre, Plot No.6, Institutional Area, Vasant Kunj, New Delhi – 110070** or sent by post at the above highlighted address on or before the dates specified in the bid document.

9.4 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) or original EMD / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in bid document.

9.5 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the bid document, shall be rejected.

## **10. FINANCIAL BID OPENING PROCEDURE**

10.1 The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications shall be opened on the appointed date and time.

10.2 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

## **11. RIGHT OF ACCEPTANCE:**

11.1 The IIAC reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the IIAC in this regard shall be final and binding.

11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder’s bids liable for rejection.

11.3 The Competent Authority of the IIAC reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

11.4 In case of failure to comply with the provisions of the terms and conditions of the contract

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by the agency (ies) that has/have been awarded the contract, the competent authority of the IIAC reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

- 11.5 The IIAC may terminate the Contract if it is found that the Contractor is blacklisted/debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

**12. NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF ACCEPTANCE’**

- 12.1 After determining the successful Lowest Bidder(s), the IIAC shall issue a Letter of Acceptance (“LoA”), in duplicate, to all the empaneled Agency(s) / Firm(s) who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.

- 12.2 The issuance of the LoA to the bidder shall constitute an integral part and it will be a binding to the contract.

- 12.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor for mobilization.

**13. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

- 13.1 The EMD of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned within thirty (30) days after the technical evaluation.

- 13.2 The EMD of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within thirty (30) days, on award of contract to the Successful bidder.

- 13.3 The EMD of all the bidders shall be returned, in case of cancellation of bid after the opening of Bids and prior to opening of financial bids.

- 13.4 No interest shall be payable on the EMD returned to unsuccessful bidders.

**ANNEXURE-3**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. DEFINITIONS**

**1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the Successful Bidder to whom the work of providing manpower services has been awarded and the India International Arbitration Centre (“IIAC”).
Letter of Acceptance	Shall mean the intent of the IIAC to engage the successful bidder for providing manpower services in its premises.
Notice to Proceed	Shall mean the date at which the manpower services are to commence in the IIAC’s premises.
‘Confidential Information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of IIAC including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party.

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Contractor                      Shall mean the successful bidder to whom the work of providing manpower services in IAC' premises have been awarded.

## **1.2 CONFIDENTIALITY**

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the IAC's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of IAC's information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to IAC immediately on receipt of such queries.

## **2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)**

- 2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of State Bank of India or any other Commercial Bank, as sum equivalent to the sum equivalent to the 5% of the accepted contract value in favour of the **“India International Arbitration Centre (“IAC”)”** . Further, the Bank Guarantee may be furnished in the form of an Insurance Security Bonds, Account Payee Demand Draft, fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-bank guarantee) from a Commercial bank or online payment in an acceptable form safeguarding the interest of the India International Arbitration Center (“IAC”). The Performance Bank Guarantee/Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- 2.2 The Bank Guarantee can be forfeited by order of the Competent Authority of the IAC in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the IAC sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the IAC to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the IAC shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

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**3. NOTICE TO PROCEED**

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, the IIAC shall issue the 'Notice to proceed', to the contractor authorizing him to provide manpower in the Office at the specified locations.

**4. SIGNING OF CONTRACT AGREEMENT**

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from IIAC, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the IIAC shall sign the Contract agreement and return a copy of the same to the successful bidder.

**5. SERVICES REQUIRED BY THE CLIENT**

- 5.1 The Contractor shall be providing manpower services in IIACs premises as per the details given herein, or any other location as required by the IIAC to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The IIAC shall pay the charges as agreed between the IIAC and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 5.3 The Contractor shall provide manpower services in the IIAC's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.
- 5.4 IIAC also reserves the right to increase or decrease any category of manpower and also to create and or delete any other category of manpower in the interest of IIAC.

**6. COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon:

- 6.1 Submission of Performance Bank Guarantee within the stipulated period as may be communicated to the successful bidder through email and or letter etc.
- 6.2 The Contractor shall commence manpower services in IIAC's premises within -15 days from the date of receipt of Notice to Proceed.

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**7. CONTRACTOR'S OBLIGATIONS**

- 7.1 The Contractor shall provide manpower services at IIAC's premises as per Schedule of Work / Requirements which may be amended from time to time by the IIAC during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the IIAC from time to time.
- 7.2 The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the IIAC shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) shall be paid for by the Contractor.
- 7.3 The Contractor shall submit to IIAC the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities every month. The contractor shall submit to the client the list of EPF Account numbers of the outsourced manpower, copy of annual EPF slip, copy of ESIC card. The details of submission of EPF and ESIC contribution to the concerned authorities by the contractor shall be submitted on every month to the Client.

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- 7.3.1 Further, the Contractor shall also be required to submit an undertaking with the monthly bills that they have paid the monthly dues of EPF/ESI to the respective authorities.
- 7.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 7.5 The IIAC shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the IIAC, emergencies, exempted.
- 7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the IIAC shall own no liability and obligation in this regard.
- 7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
- 7.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.9 The personnel of the Contractor shall not be the employees of the IIAC and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the IIAC shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Laws, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, including Contract Labour (Regulation and Abolition) Act, 1970 The Code on Wages, 2019, the Industrial Relations Code, 2020, the Code on Social Security, 2020 and the Occupational Safety, Health and Working Conditions Code, 2020 and rules made there under or any other law in force.
- 7.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost in April and October each year.
- 7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.
- 7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel and the monthly wages should be paid in the bank account.
- 7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the IIAC.
- 7.16 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

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**7.17 Contractor's Personnel**

- 7.17.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the IIAC premises at the IIAC Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 7.17.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel.
- 7.17.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

**8. CONTRACTOR'S LIABILITY**

- 8.1 The Contractor shall completely indemnify and hold harmless the IIAC and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client.
- 8.2 The Contractor shall not be liable in any way whatsoever and the IIAC hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- 8.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the IIAC.
- 8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, IIAC shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the IIAC may sustain in consequence or arising out of such replacing of the contract.

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**9. CLIENT’S OBLIGATIONS**

- 9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Contractor’s employees to carry out the Services.
- 9.2 The IIAC shall comply with and fulfil the recommendations (if any), if deemed necessary by the IIAC, made in writing by the Contractor in connection with the performance of the Services. The IIAC shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor’s employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- 9.3 To enable the Contractor to provide the manpower services, the IIAC shall ensure that their staff is available to provide such assistance.
- 9.4 The IIAC shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The IIAC does not recognize any “employee-employer” relationship with any of the workers of the Contractor.

**10. VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance and the same may be extended at the sole discretion of IIAC on the same terms and conditions for a further period of one year. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the IIAC shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the Competent Authority of the office of the Client.

**11. PAYMENTS**

- 11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the IIAC for the manpower services.
- 11.2 The prices shall be exclusive of applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 11.3 The Contractor shall raise invoice per month and submit the same to IIAC by 5<sup>th</sup> of every following month. The IIAC shall make all endeavor to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 11.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the IIAC during the period.
- 11.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the IIAC, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.

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- 11.6 In addition to the Contract payments, the IIAC shall pay for any additional services required by the IIAC, which are not specified in the bid document.
- 11.7 All payments shall be made by NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 11.8 The IIAC shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. The IIAC shall provide a certificate certifying the deduction so made.
- 11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 11.10 The IIAC shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursement of insurance claim/ EPF/ ESIC etc. towards its employees

**12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

- 12.1. “Force Majeure” shall mean any event beyond the control of IIAC or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war;
  - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
  - (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
  - (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 12.2 the date of commencement of the event of Force Majeure;
- 12.3 the nature and extent of the event of Force Majeure;
- 12.4 the estimated Force Majeure Period,

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- 12.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 12.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 12.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

**13. TERMINATION**

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 13.2 The Contract may be terminated forthwith by the IIAC by giving written notice to the Contractor:
- 13.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the IIAC shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the IIAC and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
- 13.2.2 if the Contractor does not provide manpower services satisfactorily as per the requirements of the IIAC or / and as per the Schedule of Requirements
- 13.2.3 the Contractor goes bankrupt and becomes insolvent.

**14. DISCLAIMER**

The relatives / near relatives of employees of the IIAC are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

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**15. INSOLVENCY**

- 15.1 The competent authority of the IIAC may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

**16. CURRENCIES OF BID AND PAYMENTS**

- 16.1 The Bidder shall submit his price bid in Indian Rupees and payments under this contract will be made in Indian Rupees.

**17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

- 17.1 Any claims, disputes, differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred to arbitration before a sole arbitrator to be appointed by High Court of Delhi pursuant to provisions of the Arbitration and Conciliation Act, 1996 including any statutory modifications, amendments and future enactments thereto. The place/seat for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

- 17.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in New Delhi.

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**18. CORRUPT OR FRAUDULENT PRACTICES**

- 18.1 The Contractors shall observe the highest standard of ethics during the period of the contract.
- 18.2 The IIAC shall reject the Bid, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 18.3 The IIAC will declare a firm ineligible / blacklist, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- 18.4 The IIAC shall also terminate the contract and blacklist the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

## **ANNEXURE-4**

### **SPECIAL CONDITIONS OF CONTRACT(SCC)**

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.

**2. INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep IIAC indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the IIAC on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. The IIAC shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

**3. LABOUR LAW COMPLIANCES**

3.1 The engagement and employment of laborers and payment of wages to them as per existing provisions of various labor laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. The IIAC may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

(a) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc., shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.

(b) It is mandatory that the employees must be paid through bank only.

3.2 The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Laws, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, including Contract Labour (Regulation and Abolition) Act, 1970 the Code on Wages, 2019, the Industrial Relations Code, 2020, the Code on Social Security, 2020 and the Occupational Safety, Health and Working Conditions Code, 2020 and rules made there under or any other law in force. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to IIAC every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the

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employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

3.5 The Contractor shall submit periodical returns as may be specified from time to time.

**4 OFFICIAL RECORDS:**

4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in IIAC's office.

4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in IIAC's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to IIAC a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.

4.4 Each monthly bill must accompany the:

- (a) List of employees with their date of engagement
- (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/ EPF/ Bonus etc.)
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC.
- (d) Declaration of the Contractor regarding compliance of Amount of EPF / ESIC.

4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

## **ANNEXURE-5**

### **SCHEDULE OF WORKS/ SERVICES**

In this Schedule of Requirements, the details of manpower services to be provided by the Contractor and also other information, instructions of the IIAC and instructions to the Contractor's employees posted at the IIAC's site and all such other aspect of the Contracts are to be mentioned.

#### **1. GENERAL INSTRUCTIONS**

- 1.1 The Contractor shall deploy all manpower at the IIAC facility in the manner and as per the instructions of the IIAC.
- 1.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the IIAC's business activities and its related manpower requirements.
- 1.3 The IIAC shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the IIAC, emergencies, exempted.
- 1.4 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty.
- 1.5 The Contractor shall exercise adequate supervision to ensure proper performance of Manpower Services in accordance with the requirements.
- 1.6 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.7 The personnel of the Contractor shall not be the employees of the IIAC and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.8 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the IIAC shall not have any liability whatsoever on this account.

#### **2. SUPERVISION**

- 2.1 The Contractor shall **depute one full time Supervisor in IIAC's office**, who shall ensure that all the duties as may be assigned differently by the IIAC to various categories of manpower are performed by them in the desired manner of IIAC, failing which it shall invite penalties as prescribed in the following paragraphs.
- 2.2 The Contractor's Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 2.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the manpower are fulfilled through Contractor or its Supervisor.
- 2.4 The Contractor shall ensure that the Supervisor is not below the level of Executive-HR who is well versant with all HR related requirements and who should be prompt enough to initiate all required action.

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**3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER**

- 3.1 The IIAC intends to outsource manpower for deployment in different categories such as Skilled, Unskilled etc. as per the norms of the Central Government.
- 3.2 The manpower appointed in different categories shall be deployed by the IIAC for the work of MTS, Data Entry Operator and any other category as deemed fit by the IIAC as per the provisions of para 3.1 above.
- 3.3 The Contractor is required to quote prices for each of the category viz. Skilled and Unskilled.
- 3.4 The Contractor shall ensure that except that of the Service Margin all other levies (Wages, Uniform, ESIC, EPF, Bonus etc.), which are charged to IIAC are passed on to the deployed employees as their monthly wages by the Contractor.
- 3.5 The tentative requirements of manpower in each of the category shall be as under:

<b>Category</b>	<b>Tentative Requirement of Manpower</b>	<b>Criteria for hired manpower</b>
Unskilled Category Safai Karmchari	03 (on minimum wages basis)	VIII Pass
Semi-Skilled Category MTS- Multitasking Staff	08 (on minimum wages basis)	XII Pass
Skilled Category Junior Assistant	03 (on minimum wages basis)	<p><b><u>Essential:</u></b></p> <p>(i) Graduate (ii) Having proficiency in MS office with good communication skills with English and Hindi Typing on Computer.</p> <p><b><u>Desirable:</u></b></p> <p>(i) Exposure of Handling Social Media and editing of Photos, Videos, etc. (ii) Conversant with using various IT applications/tools of AI/Content Creation etc.</p>
Skilled Category Junior Assistant Social Media	01 (on minimum wages basis)	<p><b><u>Essential:</u></b></p> <p>(i) Graduate (ii) Exposure of Handling Social Media and editing of Photos, Videos, etc. (ii) Conversant with using various IT applications/tools of AI/Content Creation etc.</p> <p><b><u>Desirable:</u></b></p> <p>Having proficiency in MS office with good communication skills with English and Hindi Typing on Computer.</p>

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Skilled Category Driver	01 (on minimum wages basis)	<p><b><u>Essential:</u></b></p> <p>(i) Possession of a valid driving license for motor cars;</p> <p>(ii) Knowledge of Motor Mechanism (The candidate should be able to remove minor defects in vehicles);</p> <p>(iii) Experience of driving a motor car for at least three years; and</p> <p>(iv) Pass in 8<sup>th</sup> Standard or equivalent from a recognized Board or University/Institute</p> <p><b><u>Desirable:</u></b> should have experience working in a Govt. Organisation.</p>
Highly Skilled Category Public Relations Officer	01 (On fixed remuneration basis)	<p><b><u>Essential:</u></b></p> <p>(i) Bachelor's degree in Journalism or Mass Communication or equivalent from a recognized University or Institution.</p> <p>(ii) 3 years' post qualification experience in public relations, Journalism in a reputed organization.</p> <p><b><u>Desirable:</u></b></p> <p>(i) Experience of working in Central Government or State Government or Courts or Tribunals or Autonomous bodies.</p> <p>(ii) Knowledge of Designing Software such as Adobe Illustrator, Canva etc. Note: Preference will be given to person having higher qualification and higher experience in the relevant field.</p>

**4. PENALTIES**

- 4.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 3rd of every month, failing which penalty of Rs.5000/- per day will be imposed up to 15<sup>th</sup> of the month and the contract shall liable to be terminated. In case the Contractor fails to make the payments by the stipulated date and time, the Contract is liable to be

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terminated and the Contractor is liable to be blacklisted and Security Deposit / Performance Bank Guarantee submitted by the Contractor shall be forfeited and Bank guarantee will be encashed. Further, the payments due to the agency shall also be forfeited in case the Contractor fails to make payments. Under such circumstances, the IIAC will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.

- 4.2 Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the IIAC and if no action is taken immediately, penalty of Rs.5000/- per day per complaint will be imposed by invoking penalty clause.
- 4.3 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of workers / supervisors / managers are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).
- 4.4 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the bid document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the IIAC, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 4.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the IIAC shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the IIAC.

**5. SCOPE OF WORK-CONTRACTOR**

- 5.1 Vendor must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the IIAC for such items.
- 5.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at IIAC's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force IIAC to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 5.3 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at IIAC after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the IIAC and shall also intimate changes in addresses of the staff as and when they take place.
- 5.4 Contractor shall deal with and settle matters related with unions and shall make sure that no labour disputes / problems are referred to IIAC. It shall totally indemnify IIAC in this regard.

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- 5.5 Contractor should at all times indemnify IIAC against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification The Code on Wages, 2019, the Industrial Relations Code, 2020, the Code on Social Security, 2020 and the Occupational Safety, Health and Working Conditions Code, 2020 thereof or any other law relating thereto and rules made hereunder from time to time. IIAC will not own any responsibility in this regard.
- 5.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify IIAC in all respects under this contract.
- 5.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at the IIAC premises or on duty at any time during performance of their duties.
- 5.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- 5.10 The payments to its employees shall be disbursed by the Contractor through Bank Account remittance. The Contractor shall be required to produce details of bank transfer along with the monthly invoice to the IIAC.
- 6. SCOPE OF WORK – FOR SERVICES**
- 6.1 Contractor's personnel shall be deployed at India International Arbitration Centre, New Delhi.
- 6.2 The unskilled employees (Safai Karamchari(s) /MTS) of Contractor are liable to be deployed as Safai Karamchari(s)/ MTS in different Sections/ Wings of the IIAC's premises. While working as MTS, the Contractor's personnel are liable to perform duties which are related to movement of dak/file, Cleaning /Dusting of concerned Section, photocopy etc. or any other job as may be assigned by the Client.
- 6.3 The skilled employees ( Public Relations Officer, Junior Assistant, Driver ) of Contractor are liable to be deployed in different sections of Client, wherein they are required to be fully conversant with the desired standards of a Computer Operator, as per the requirements of the IIAC as listed at para 3 above.
- 6.4 While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the IIAC, failing which it shall invoke penalty clauses of this Bidding Document.
- 6.5 The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with thorough academic qualifications are deployed in IIAC's premises

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who can cater to the requirements of IIAC's standards, failing which it shall be liable for Contractor to provide replacement immediately.

**7. CODE OF CONDUCT:**

The Contractor shall strictly observe that its personnel:

- a. Are always smartly turned out and vigilant.
- b. Are punctual and arrive at least 15 minutes before start of their duty time.
- c. Take charges of their duties properly and thoroughly.
- d. Perform their duties with honesty and sincerity.
- e. Read and understand their post and site instructions and follow the same.
- f. Extend respect to all Officers and staff of the office of the IIAC.
- g. Shall not drink on duty, or come drunk and report for duty.
- h. Will not gossip or chit chat while on duty.
- i. Will never sleep while on duty post.
- j. Will not read newspaper or magazine while on duty.
- k. Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Vendor Control and the IIAC.
- l. When in doubt, approach concerned person immediately.
- m. Do not entertain visitors.
- n. Shall not smoke or chew tobacco in the office premises.

**CONFIDENTIALITY**

- a. The phone number and movement plans of the IIAC shall not be given to anyone.
- b. The following information about the IIAC shall not be given to anyone.
  - (i) Car make, color and number of any officer(s)/official(s).
  - (ii) Telephone no./ any other information.
  - (iii) Location and movement plans.
  - (iv) Meetings and conference schedules.
  - (v) Site plan of the premises.
  - (vi) Travel details of the clients.
  - (vii) Assets of the office.

**TELEPHONE HANDLING**

- a. The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the IIAC.

**PATROLLING PROCEDURES**

- a. The Supervisor will keep taking round of the building/premises and keep a watch over the deployed staff.
- b. Patrolling should be done on an hourly basis and it should be ensured that strict cleanliness is maintained.
- c. The Supervisor will keep a watch on the activities of the deployed staff.
- d. If he/she finds anything unusual / untoward, a written report must be given to the Assistant Registrar of IIAC.

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**NOTE FOR THE IIAC**

- a. List of authorized signatories on behalf of IIAC are as under:
  1. Registrar, IIAC

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**ANNEXURE-6  
TECHNICAL BID FORM**

1. Name of the firm.....
2. Name of the authorized person submitting the Bid “Shri/Smt./Ms.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....  
.....
5. Address of the firm .....  
.....  
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
  - i) Private Limited
  - ii) Public Limited
  - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder’s bank, its address and current account number .....  
.....  
.....
16. Permanent Income Tax number, Income Tax circle .....
17. GST No. ....
18. EPF Registration No. ....
19. ESIC Registration No. ....

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20. Particulars of EMD

- i) Demand Draft / Bank Guarantee No.....
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of BG/DD.....

21. Description of similar work of providing manpower services during the last three financial years in Government Departments

Description of Work / order executed	Actual Value of work / order executed	Name of Government Department / Organization	Start Date	Finish Date	Document evidence upload (Yes/No)

**Details of Uploaded Documents**

1.	Earnest Money Deposit	Yes/No
2.	Copy of PAN	Yes/No
3.	Copy of GST	Yes/No
4.	Copies of Last three years Balance Sheet	Yes/No
5.	Copies of ITR for the last three years	Yes/No
6.	Experience Certificates and Work orders	Yes/No
7.	Annexure-1	Yes/No
8.	Annexure-6	Yes/No
9.	Annexure-7	Yes/No
10.	Annexure-8	Yes/No
11.	Annexure-9	Yes/No
12.	Annexure-10	Yes/No

**ANNEXURE- 7**

**UNDERTAKING**

(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-).

**A copy of Affidavit same should be scanned and uploaded in the GeM Portal and hard copy should be delivered along with other documents as per the timelines of the Bid Document.**

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the bid document No.....dated.....and undertake to comply with them unconditionally.
2. That the rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. That I/We give the rights to the competent authority of the India International Arbitration Centre to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of the India International Arbitration Centre to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fails to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent authority of the India International Arbitration Centre to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fails to submit the performance bank guarantee in accordance with the terms and conditions of the bid document / contract agreement / Letter of Acceptance.
6. That I/We also declare that Government of India or any other Government body has not declared us ineligible or blacklisted or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I hereby undertake to provide the items as per the directions given in the bid document/contract agreement.

**Place:**

**Date:**

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

## **ANNEXURE-8**

**(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-).  
A copy of Affidavit same should be scanned and uploaded in the GeM Portal and hard copy  
should be delivered along with other documents as per the timelines of the Bid Document.**

- (i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the bid document is/are employed in India International Arbitration Centre as per details given in bid document. In case at any stage, it is found that the information given by me is false/incorrect, India International Arbitration Centre shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

**Place:**

**Date:**

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

**ANNEXURE-9**

**(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-)  
A copy of Affidavit same should be scanned and uploaded in the GeM Portal and hard  
copy should be delivered along with other documents as per the timelines of the bid  
document.**

- (i) That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the bid document No.....dated.....
- (ii) That my agency M/s.....has at least three years' experience for providing manpower services in Ministries / Departments under Government of India
- (iii) That my agency also has carried out at least one similar work of providing hired manpower services costing not less than Rs. \_\_\_\_\_ for entire one contract in the last three years in Government Department.....

**Place:**

**Date:**

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

**ANNEXURE-10**

**(Notarized Affidavit to be executed on non-judicial stamp paper of Rs.10/-)  
A copy of Affidavit same should be scanned and uploaded in the GeM Portal and hard  
copy should be delivered along with other documents as per the timelines of the bid  
document.**

- (i) That I, the undersigned undertake that my agency M/s..... have its own trained manpower on our rolls to provide requisite services in accordance with the Bid Document No. \_\_\_\_\_ dated \_\_\_\_\_ .
- (ii) I also undertake that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per orders of Central Government and oblige all statutory requirements with respect to ESI, EPF and other labour compliances etc., with reference to those workers in accordance with the conditions of the contract.
- (iii) I also undertake that with reference to those workers employed on fixed remuneration, would be paid in accordance with the conditions of the contract.

**Place:**

**Date:**

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....

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**ANNEXURE-11**

**CONTRACT AGREEMENT NO..... DATED .....**

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 between **India International Arbitration Centre** (hereinafter referred to as the “IIAC”), represented through its Registrar (which expression unless excluded or repugnant to the context be deemed to include its successors and assigns), and whose principal place of office is at Plot No.6, Institutional Area, Vasant Kunj, New Delhi – 110070, of the ONE PART;

**AND**

M/s\_\_\_having its registered office at\_\_\_(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the OTHER PART, for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the IIAC invited bids through GeM Portal, vide Notice Inviting for “hiring manpower services at its office under Bid Document No\_\_\_\_\_dated\_\_\_\_\_.
- II. AND WHERE AS the Contractor submitted his bid vide in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the IIAC.
- III. AND WHERE AS the IIAC has selected M/s\_\_\_as the successful bidder i.e. the Contractor, pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (**LoA**) No. \_\_\_\_\_, to the Contractor on \_\_\_\_\_for a total sum of \_\_\_\_\_[Rupees \_\_\_\_\_ Only].
- IV. AND WHEREAS the IIAC desires that the manpower services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the IIAC shall enter into contracts with other contractors / parties for the manpower services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Bid Document and shall waive its claim whatsoever in this regard.

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- VI. AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the IIAC and the Contractor as parties of competent capacity and equal standing.
- VII AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Bid Documents for providing manpower for services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII AND WHEREAS** the Contractor shall be responsible for payment of applicable taxes to the concerned authority. The documentary proof of the same must be submitted within one month of payment of particular bill.
- IX AND WHEREAS** the IIAC and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
    - (a) The Letter of Acceptance (LoA) issued by the Client.
    - (b) Notice to Proceed (NTP) issued by the Client
    - (c) The complete Bid, as submitted by the Contractor.
    - (d) The Addenda, if any, issued by the Client.
    - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
    - (f) Charges – Schedule annexed to this Article of Agreement
    - (g) Supplementary Agreements executed from time to time.
  3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
  4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- X. IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

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New Delhi – 110070**

Signed on behalf of the Contractor

Signed on Behalf of  
**India International Arbitration  
Centre, New Delhi**

**(Authorized Signatory)**

**(Authorized Signatory)**

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New Delhi – 110070**

**ANNEXURE-12**

**PERFORMANCE BANK GUARANTEE**

(To be executed on non-Judicial stamped paper of an appropriate value)

Date: .....

Bank Guarantee No: .....

Amount of Guarantee: .....

Guarantee Period: From ..... to.....

Guarantee Expiry Date: .....

Last date of Lodgement : .....

**WHEREAS** Office of the India International Arbitration Centre having its office at Plot No.6, Institutional Area, Vasant Kunj, New Delhi – 110070 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance (LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*].....(hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of manpower services shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Bid Documents number [*insert reference number of the Bid Documents*] dated [*insert date of issue of Bid Documents*]..... and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

**AND WHEREAS** the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*] .....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder: -

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or

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set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PGB values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here].....  
.....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) Notwithstanding anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated

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[*date of power of attorney to be inserted*] .....granted  
to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

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**ANNEXURE-13**

**BID SECURITY FORM**

No.....

Date.....

To

**The Registrar  
India International Arbitration Centre,  
Plot No.6, Institutional Area, Vasant Kunj  
New Delhi – 110070**

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated ..... for providing manpower services on contract basis under Bid Document No..... dated ..... KNOW ALL MEN by these presents that WE.....of having our registered office at ..... (Hereinafter called ‘the Bank’) are bound unto the India International Arbitration Centre (hereinafter referred to as the “Owner”) in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - (a) fails or refuses to execute the Contract, if required.

OR
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

OR
  - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in.....of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Signature of the Bank Authority

Address of witness

Signed in capacity of  
Full address of Branch  
Tel No. of Branch  
Fax No. of Branch