



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/4879

Dated/दिनांक : 10-06-2024

**Bid Document/ बिड दस्तावेज़****Bid Details/बिड विवरण**

<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	03-07-2024 16:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	03-07-2024 16:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Education
<b>Department Name/विभाग का नाम</b>	Department Of Higher Education
<b>Organisation Name/संगठन का नाम</b>	Indian Institutes Of Science Education And Research (iiser)
<b>Office Name/कार्यालय का नाम</b>	Pune 411008
<b>Item Category/मद केटेगरी</b>	Custom Bid for Services - MANPOWER OUTSOURCING SERVICE Ministerial Housekeeping Technical Support Gardening Driver etc
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	293 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes

**Bid Details/बिड विवरण**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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 t buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	97500000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	1950000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी 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।

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

**Beneficiary/लाभार्थी :**

Director

Dr. Homi Bhabha Road, Pashan Pune 411008 Tele -020 25908263/8169/8246/8017 purchase@iiserpune.ac.in  
(Director Indian Institute Of Science Education And Research Pune)**Splitting/विभाजन**

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

### MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of 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 up to the date of constitution shall be taken into account for this criteria.

4. 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.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (M 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 themselves of the Purchase preference the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023

[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 MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. 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 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 will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost

or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost

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

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1713770034.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1713770162.pdf](#)

**Scope of Work:**[1713770254.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1713771053.pdf](#)

**Service Level Agreement (SLA):**[1713771089.pdf](#)

**Payment Terms:**[1713771128.pdf](#)

**GEM Availability Report ( GAR):**[1714112310.pdf](#)

**Buyer's Competent Authority Approval:**[1714385346.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
19-06-2024 15:00:00	Pre-bid meeting will be held at Purchase Section IISER Pune via video conferencing. All prospective bidders are requested to kindly submit their queries and request for video conferencing credentials on email ID purchase@iiserpune.ac.in at least 2 days before for the aforesaid pre-bid meeting. Tel No: 020 2590 8263/8246/8017

**Custom Bid For Services - MANPOWER OUTSOURCING SERVICES Ministerial Housekeeping Technical Support Gardening Drivers Etc ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	MANPOWER OUTSOURCING SERVICES Ministerial Housekeeping Technical Support Gardening Drivers etc
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

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

S.No./क्र.सं	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पत्ता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	John Albert K	411008, Indian Institute of Science Education and Research, Pune (IISER) Dr.Homi Bhabha Road , Pashan, Pune Email: purchase@iiserpune.ac.in For Delivery Status: 020 2590 8169 For Payment Status: 020 2590 8180/8452	1	N/A

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

### 1. Generic

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

### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Director Indian Institute of Science Education and Research Pune.  
payable at  
Pune

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to Buyer within 5 days of Bid End date / Bid Opening date.

### 3. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Director Indian Institute of Science Education and Research Pune.  
Account No.  
30042605732  
IFSC Code  
SBIN0003552  
Bank Name  
STATE BANK OF INDIA  
Branch address  
NCL Campus Branch, Pune 411008

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### 5. 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.

## 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### 1. TERMS AND CONDITIONS OF TENDER :

#### 1. Bidder must have registered office in Pune / PCMC area for the last three years on or before 31.03.2024

Scanned copy of EMD in favor of The Director, IISER Pune must be uploaded with the Technical Bid .

Agency / firm / company exempted from payment of Tender Fee / EMD must upload requisite documents in support of their claim.

EMD OR photocopies of the Exemption Related Certificates / Documents are also needed to be submitted in a sealed envelope by due date at the following address with a covering letter having tender details:

Assistant Registrar (Stores and Purchase)  
Indian Institute of Science Education and Research Pune  
Dr. Homi Bhabha Road, Pashan  
Pune-411008

Tender received without EMD OR Exemption Related Certificates / Documents as per requirement will be summarily rejected.

Agencies registered with National Small Industries Corporation (NSIC) Limited & Ministry of Micro, Small & Medium Enterprises (MSME) are exempted from payment of Tender fee & Earnest Money Deposit (EMD) subject to submission of appropriate valid Certificates issued in the name of the bidder.

Startups recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from payment of Earnest Money Deposit (EMD) subject to submission of appropriate valid Certificates issued in the name of the bidder.

At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility criteria. Tenderer who submits Financial Bid with Technical Bid shall be disqualified.

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Bidders technically disqualified shall be intimated.

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The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee. If tenderer quote less than 3.85 % /NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. In case of multiple tenderer emerging as Lowest Price Bidder (L1), the contract shall be awarded to the tenderer amongst L1 with highest average annual turnover of last three years.

The tender is not transferable under any circumstances.

Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect shall lead to disqualification of the tenderer.

Tender in any form other than the prescribed form issued by IISER Pune shall not be considered and will be primarily rejected.

Earnest Money Deposit (EMD) of Agency / Firm / Company who withdraws tender during the intervening period shall be forfeited.

## **2. SECURITY DEPOSIT**

The Contractor shall deposit an amount of Rs.5,00,000/- as interest free Security deposit within 15 days from the date of letter of intent in the form of demand draft drawn in favour of "Director IISER Pune" for the duration of the contract plus two months. This deposit is taken for the purpose of Uniforms which needs to be provided by the Contractor at his own cost to its Contractual employees deployed on site. If contractor fails to provide uniforms, Institute shall forfeit this deposit. On satisfactory conclusion of contract, the said deposit shall be refunded to the contractor.

## **3. BANK GUARANTEE**

The Contractor shall provide a Bank Guarantee equivalent to a one-month wage bill (Rs. 81,50,000/- Lakh on date) within 15 days from the date of issuing of letter of intent valid for the contract period plus two months which shall be used in case Contractor fails to pay its staff or in case of violation of any of the terms and conditions of the contract or in case of any default. It shall be renewed from time to time as per the further releases/amendment of the contract (if any).

As and when billing amount increases by 10% over and above the Bank Guarantee already held with the Institute during the contract, the contractor shall submit additional bank guarantee of enhanced bill amount valid for the remaining period of contract plus two months.

## **4. SCOPE OF WORK:-**

1. Providing contractual manpower (Ministerial, Housekeeping, Technical Support, Gardening, Driver etc. Male/Female) as per requirement of the Institute from time to time as per "Annexure-1".
2. Payment of Salary as paid by the Institute.
3. Depositing Employee & Employer contribution of PF, ESIC to the respective authorities on time.
4. Payment of statutory payments i.e. GST, Profession Tax etc. to the respective authorities on time.
5. Antecedent verification of contractual manpower deployed shall be carried out by the contractor through Police on its own cost.
6. Issue of Identity card to contract employees deployed on site on its own cost.
7. Supply of two pairs of uniforms (all weather) and shoes per year free of cost. If, during the period of contract the uniform is torn, it shall be the responsibility of the Contractor to supply another uniform to the employee free of cost on the basis of wear & tear. The wearing of uniform during duty hours by the contractual staff is compulsory.
8. Facilitate opening of PF, ESIC account with the respective authorities and opening of Bank account in NCL Branch of all its employees deployed on site.
9. Facilitate settlement of ESIC Claims of the employees deployed on site without any charge.
10. The contractor shall provide periodic training to staff on its own cost.
11. The Contractor should have an Investigation cell to carry out Investigation of thefts, accidents or any other matter required from time to time.
12. Carry out any other job assigned by the Authorities of the Institute or its Designated Official.

**5. PERIOD OF CONTRACT:** - The Contract shall be initially for a period of one year, subject to satisfactory performance of services and compliance of all terms and conditions of the tender / agreement. The contract is extendable beyond one year up to three years based on satisfactory performance and approval of the competent authority.

## **6. GENERAL TERMS AND CONDITIONS**

1. Bidders should have applicable licenses from State/Central authorities.
2. Agency must fulfill all the requirements given in the Technical Bid and terms and conditions of the tender.
3. **Photocopies & supporting documents submitted on GeM Portal should be legible.**
4. **Initially Letter of intent will be issued to successful tenderer. On receipt of performance bank guarantee and security deposit institute will issue work order and agreement. The agreement will be signed by tenderer and IISER authority on the format approved and supplied by this Institute on stamp papers of appropriate value. The cost of the stamp paper shall be borne by the successful tenderer.**
5. Within 30 days from the date of issue of the award of contract, Contractor will apply to the Labour Commissioner for obtaining a labour License and will submit a copy of license to IISER Pune. It will be the responsibility of the contractor to renew it on time and also obtain fresh license as per requirement whenever number of contractual employees are increased beyond the given number.
6. On award of contract, the contractor shall deploy required number of staff on the date of commencement and submit names, parentage, residential address, AADHAR, date of birth within 7 days from the date of deployment.
7. **Quoting of administrative charge:** The contractor has to quote administrative charge keeping in view of statutory deductions as per applicability. Lower rates of administrative charge should not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers, thereby affecting the performance of the workers.
8. **If the bidder quote less than 3.85% Administrative charges/ NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.**
9. **The Price bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee. If tenderer quote less than 3.85% /NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. In case of multiple tenderer emerging as Lowest I (L1), the contract shall be then awarded to the tenderer amongst L1 with highest average annual turnover of last three years, based on audited annual accounts for the F.Y. 2021, 2021-22, 2022-23.**
10. The manpower proposed to be deployed by the Contractor shall be subject to screening by the Institute to ascertain their suitability and skills. Further, manpower to be deployed shall be at the mutual consent and permission of the Institute. Before deploying a staff in the Institute the Contractor shall furnish complete particulars and obtain written approval of the designated Official of the Institute.
11. During the contract, the contractor shall deploy required number of personnel to provide the said services and immediately communicate their names, parentage, and residential address, date of birth, PF & ESIC Registration Number, AADHAR No. with Photo etc. within 10 days from the date of their deployment or communicate any change about it from time to time. Contractor shall also deploy appropriately educated supervisory personnel to supervise cleaning and other work of housekeeping staff.
12. The Director, IISER Pune shall have absolute right and authority for the suspension/ revocation of security bank guarantee in case of breach of any clause of the Agreement by giving prior notice.
13. A penalty @ 1% of the monthly value of contract shall be imposed for non-commencement of work within stipulated period after the issue of award letter for every week or part thereof for the delay in the commencement of the contract.
14. The decision of the Director, IISER Pune with regard to the determining of quality of work/services done by the contractor or his employees shall be final and acceptable to the contractor. The Director, IISER Pune



reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recorded from the contractor from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.

15. For the purpose of proper identification of the staff of the Contractor deployed by him at various places at IISER Pune, the Contractor shall issue them identity cards at his own cost and his employees are duty bound to display the identity cards during duty hours.
16. The Contractor will ensure that his contractual employees are medically fit and free from communicable disease.
17. The Director, IISER Pune or any other officer(s) so authorized by him shall be at liberty to carry out any site check on the working of the employees so deployed by the Contractor in order to ensure that the required numbers of employees are deployed and that they are doing their duties satisfactorily.
18. The manpower deployed by the Contractor for the execution of the contract shall be the employees of the Contractor for all intents and purposes and in no case, there shall be any relationship of employee-employer between the said persons and the Institute either implicitly or explicitly.
19. The contractual employees so deployed shall be under the overall control and supervision of the Contractor and the contractor shall be liable for payment of their wages etc. and all other dues within the stipulated time which the Contractor is liable to pay under the various Labour Regulations and other statutory provisions. IISER Pune shall be absolved from any such liability at its own level.
20. The contract cannot be transferred or assigned by the contractor to any other person/ firm.
21. The cleaning material and tools required for execution of job shall be provided by the Institute.
22. **WAGES:** - The Contractor shall pay basic monthly wages, allowances plus statutory charges (EPF/ESI) for its employees as per the minimum wage rate fixed by Central Government / State Government or as per wages fixed by IISER Pune whichever is higher approved by the IISER. The contractor shall provide full information in respect of the wages etc. paid by him to its employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under.
23. The contractor shall furnish details of disbursement of salary to the designated official of the Institute within 5 days from the date of disbursement i.e. last working day. This obligation is imposed on the contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed under the various Labour Laws. He will maintain attendance registers, individual's ledger/wage book, issue wage slip, publication of scale of wages and terms of employment.
24. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act., EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, be responsible for the deposit of employee's and employer's share of statutory contributions with the ESI/EPF authorities at his own level and maintenance of such record as per rules. He will furnish proof of deposit of such contributions to the designated official of the Institute along with wage bill for the next month. Wherever possible contractor shall deposit the ESIC Contribution of the contractual employees deployed on site separately to have exclusive record of Electronic Challan cum Return (ECR).
25. Contractor shall arrange to open EPF/ESI accounts etc. of all the employees deployed by him at IISER Pune in case of failure on the part of contractor to deposit EPF/ESI etc. with the concerned authorities within the stipulated period the contractor shall be liable to pay penalty so imposed by the IISER authority.
26. Contractor will also facilitate opening of salary account of all contractual staff at State Bank of India, NCL branch for payment of salary.

27. The Contractor shall be responsible for all injuries and accidents to Persons employed by it. Contractor will cover, through an Insurance Policy, its personnel for personal accident whilst performing the duty at its own cost.

28. The contractor will submit wage bill as per details/table given below :-

- a. Name of the company-
- b. Annual contract for the Manpower Services :
- c. Authority No. & Date-
- d. Date of commencement of the contract-
- e. Wage Bill for the month \_\_\_\_\_
- f. Bill No. \_\_\_\_\_ & Date \_\_\_\_\_

Sl. No.	Name of Worker	Empl. Code No.	EPF No.	ESIC No.	@ Basic/Minimum Wages	Days	Wages	HRA, LWW, National Holidays, Bonus etc.	Employee's		Carry Home Salary	Employer's Share		
									EPF	ESI		EPF	EDLI	ESI
									12%	1.75%		12%	0.5%	4.5%

#Contribution rates for PF / ESIC shall be as announced by the concerned Authority from time to time.

The contractor will keep the following instructions in view while submitting the monthly wage bill(s):-

- Wage bill has been generated as per the attendance record maintained on site.
- Deduction Schedule showing the individual details of deductions of EPF, ESI to be tallied with the wage rate.
- The contractor will raise bill for all contract workers once in a month no supplementary bill will be submitted thereafter.
- No person(s) has/have been engaged on contract basis in this Institution without the prior approval of the competent authority.
- Following documents need to be submitted along with the monthly wage bill from second months onwards
  - a. Copy of bank scroll / bank challans as a proof of deposit of salary for previous month.
  - b. System Generated challans & ECR for payment of employee / employer contribution to EPF, etc.

29. Contractor shall pay GST, at the rates as applicable from time to time.

30. Contractor shall pay wages to all its staff on last working day of the month. Schedule of process to be followed is as under :

SR.	ACTIVITY	WHO	TURNAROUND TIME
1	Raising of Attendance to IISER, Pune	Agency	20th of every month
2	Verification of Attendance	IISER Pune	22nd of every month
3	Raising of Invoice to IISER Pune	Agency	24th of every month

4	Release of Payment	IISER Pune	28th of every month
5	Salary Disbursal	Agency	Salary should be credited to individual a/c maintained at SBI, NCL Branch on last working day of every month

\*If any of the dates happens to be holiday, the activity will be performed on the previous working day.

31. The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS on the total bill per provision of the Income Tax Act, or as applicable from time to time.
32. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc., and the Contractor shall report the compliance thereof to the Designated Official of the Institute. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.
33. The Contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of employees so deployed for the preservation of peace and protection of persons and property of the Institute.
34. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the contractor shall take suitable action against such employee on the direction of the Designated official of the Institute or any other officer so authorized by it in this regard.
35. In case of any complain/defect pointed out by the Institute authorities, the Contractor shall immediately rectify the person so deployed.
36. **LEAVE:** - The Contractor shall deploy his employees in such a way that they get weekly rest and other holidays, if admissible under various laws, which may be applicable in this regard. Leave Reserve in the ratio of 1:6 for weekly rest and other holidays will be provided from within the sanctioned strength and no extra charges shall be claimed in this regard.
37. The Institute shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.

## 5. **TERMINATION OF THE CONTRACT** :-

The contract may be terminated in any of the following contingencies:-

1. On giving one month notice by IISER Pune. OR
2. On the expiry of the contract, without any notice. OR
3. On giving one month notice by IISER Pune at any time during the tenancy of contract, in case the services rendered by the contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for these services. OR
4. On assigning of the contract or any part thereof or any benefit or interest therein or thereunder by the contractor to any third party for sub-letting the whole or a part of the contract to any third party. OR
5. On contractor being declared insolvent by the competent Court of Law without any notice.

**In case of termination of contract on the grounds mentioned at Sr. No 3 & 4 above OR in case of contractor decides to conclude the contract before the expiry of initial twelve months contract period the Institute shall forfeit the Bank guarantee and the contractor shall not have any claim/right against the Institute.**

In case of extension beyond initial period of one year, contractor will have an option to conclude the contract

iving three months' notice in writing during the contract period.

Provided that during the notice period for termination of the contract, in the situation stated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

6. **LAST PAYMENT:** The last payment of the contractor will be cleared only after obtaining clearance of all liabilities not pending.
7. **JURISDICTION:** The contract will be subject to Pune Jurisdiction, In case of any dispute, only Pune Court will have jurisdiction.
8. **Note:** The agency/agencies which have not completed their previous contract tenure with IISER Pune or whose contract/s were terminated by IISER Pune are not eligible to apply for this tender.

## 7. Service & Support

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

## 8. Buyer Added Bid Specific SLA

Text Clause(s)

### 1. **SECURITY DEPOSIT**

The Contractor shall deposit an amount of Rs.5,00,000/- as interest free Security deposit within 15 days from the date of letter of intent in the form of demand draft drawn in favour of "Director IISER Pune" for the duration of the contract plus two months. This deposit is taken for the purpose of Uniforms which needs to be provided by the Contractor at his own cost to its Contractual employees deployed on site. If contractor fails to provide uniforms, Institute shall forfeit this deposit. On satisfactory conclusion of contract, the said deposit shall be refunded to the contractor.

### 2. **BANK GUARANTEE**

The Contractor shall provide a Bank Guarantee equivalent to a one-month wage (Rs. 81,50,000/- Lakh as on date) within 15 days from the date of issuing of letter of intent valid for the contract period plus two months which shall be used in case contractor fails to pay its staff or in case of violation of any of the terms and conditions of the contract or in case of any default. It shall be renewed from time to time as per the further renewals/amendment of the contract (if any).

As and when billing amount increases by 10% over and above the Bank Guarantee already held with the Institute during the contract, the contractor shall submit a conditional bank guarantee of enhanced bill amount valid for the remaining period of contract plus two months. *(Please note : ePBG omitted in dedicated section of General due to character limit, but ePBG is mandatory as per tender terms.)*

3. *The Contractor shall ensure that all their personnel deployed under this contract will obtain additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojna and Pradhan Mantri Jeevan Jyothi Bima Yojna and they shall submit the proof of such insurance coverage to the satisfaction of IISER Pune. These expenses will be reimbursed by the IISER Pune. This is in addition to ESIC, and the premium will*

**as per the Government scheme mentioned above, which will be reimbursed by I R Pune subject to submission of the policy document.**

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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. Any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated 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.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this 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 respond to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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 laws. /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 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 करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

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