



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE
FILE NUMBER - IISER/PUR/0097/24
PREBID CLARIFICATION ON GeM BID NUMBER - GEM/2024/B/5277082

MANPOWER OUTSOURCING SERVICES

मैनपावर आउटसोर्सिंग सर्विसेज के लिए 14/08/2024 को संस्थान की वेबसाइट www.iiserpune.ac.in और जीईएम पोर्टल पर प्रकाशित एक खुली निविदा देखें।

Refer to an open tender published on the GeM portal and Institute website, www.iiserpune.ac.in on 14/08/2024, for Manpower Outsourcing Services.

प्री-बिड मीटिंग 20/08/2024 को शाम 3.00 बजे आयोजित की गई और बैठक का कार्यवृत्त निम्नानुसार है:

Pre-Bid meeting was held on 20/08/2024 at 3.00 PM and minutes of meeting is as under:

प्रारंभ में, समिति ने सभी सदस्यों और संभावित बोलीदाताओं के प्रतिनिधियों का स्वागत किया और सामान्य तौर पर निविदा के दायरे की जानकारी दी और उसके बाद सहायक कुलसचिव (भांडार एवं क्रय) से बोली लगाने वालों को निविदा की मुख्य विशेषताओं के बारे में जानकारी देने का अनुरोध किया।

At the outset, the committee welcomed all the Members and the representative of the Prospective Bidders and briefed them in general on the scope of the tender and thereafter requested the Section Officer (S&P) to brief the bidders on the salient features of the tender.

उपस्थित प्रतिनिधि दिए गए उत्तरों से संतुष्ट थे, और यह सूचित किया गया कि दिए गए सुधार/परिवर्धन/स्पष्टीकरण, जैसा कि बोली-पूर्व सम्मेलन के दौरान चर्चा की गई थी, आईआईएसईआर पुणे की वेबसाइट पर होस्ट किए जाएंगे, और सभी संभावित बोलीदाताओं को यह करना आवश्यक है। बोली दस्तावेजों में निर्धारित अनुसार अपनी बोलियां जमा करने से पहले इस बोली-पूर्व सम्मेलन की कार्यवाही का संज्ञान लें।

The representatives present were satisfied with the replies given, and it was informed that the corrections/additions/clarifications given, as discussed during the Pre-Bid Conference, would be hosted on the website of IISER Pune, and all the Prospective Bidders are required to take cognizance of the proceedings of this Pre-Bid Conference before submitting their bids as stipulated in the Bidding Documents.

हमारी आईआईएसईआर वेबसाइट www.iiserpune.ac.in और GeM portal पर जारी नोटिस के अन्य नियम और शर्तें अपरिवर्तित रहेंगी। इस संबंध में और कोई पत्राचार नहीं किया जाएगा।

The other terms & conditions of the notice issued on our IISER website, www.iiserpune.ac.in, and GeM portal will remain unchanged. No more correspondence in this regard will be entertained.

बैठक अध्यक्ष के धन्यवाद प्रस्ताव के साथ समाप्त हुई।

The meeting ended with vote of thanks to the Chair.

20/08/2024

20/08/2024

Sd/-

सहायक कुलसचिव (भांडारण एवं क्रय)

Assistant Registrar (S&P)

TECHNICAL AND COMMERCIAL QUERIES AND CLARIFICATION

MANPOWER OUTSOURCING SERVICES

S. No.	Query/Clarification Sought	Clarification / Amendment
1	<p><u>Pre-Qualification Criteria, Page No.1, Point no. 2</u></p> <p>Bidder stating that, they have registered office in Pune/PCMC area since last 1.5 Years or 1 Year, requesting to kindly consider the same as they had also participated previously but our bid got rejected due to the same criteria.</p>	<p>Tender terms prevails.</p>
2	<p><u>Earnest Money Deposit</u></p> <p>As per provision of General terms and Conditions on GeM 4.0 (Version 1.17) dt 9th August 2024 Point 4 enabling provisions of rule 149 of General Financial rules-2017 clause (xiii) (m)(v) sellers/ Service Providers having annual turnover of 500 cr or more, at least in one of the past three completed financial year(s) shall be exempted Bid security/EMD. In-connection to above mentioned provision of General terms and Conditions on GeM dated 9th August 2024 that bidder requesting EMD exemption that, their turnover in financial year ended as on 31.03.2024 is Rs.527 Crore which is above of threshold limit</p>	<p><u>Earnest Money Deposit</u></p> <p>Bidders with an annual turnover of ₹500 Crore or more in at least one of the past three completed financial years are exempt from submitting an Earnest Money Deposit (EMD).</p>
3	<p><u>GeM bid document Page No.74,</u></p> <p>The Contractor shall be responsible for all injuries and accidents to Persons employed by it. Contractor will also cover, through an Insurance Policy, its personnel for personal accident whilst performing the duty at his own cost.</p> <p>What type of Insurance policy do we have to take? Or can we take workmen compensation policy for the employees who are not registered under ESI?</p>	<p><u>GeM bid document Page No.77, Service Level Agreement, 4.2 Service Provider's Obligations: Clause No. x & xxvi</u></p> <p><i>x) The manpower provided by the Service Provider <u>shall not be deemed employees of the Buyer department</u> hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.</i></p> <p><i>xxvi) Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person</i></p>

		<p><i>deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.</i></p> <p>In addition to the compliance to the acts / statutes / provisions as prescribed in GeM Service Level Agreement of the Bid document; 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 Institute. Only expenses towards Pradhan Mantri Suraksha Bima Yojna and Pradhan Mantri Jeevan Jyothi Bima Yojna will be reimbursed by the IISER Pune.</p>
4	<p><u>Security Deposit & Performance guarantee:</u></p> <p>[i] Option of giving these amounts by F.D. lien to IISER also should be given as it serves the same purpose as given by Cash /Bank guarantee. In this regard, MOF GFR notification also refers.</p> <p>[ii] Performance Guarantee amount @ 5% of contract value increases vastly due to contract period of 3 years. It is proposed to keep it to one month's billing amount.</p>	<p><u>Security Deposit & Performance guarantee:</u></p> <p>[i] In addition to the existing financial instruments as prescribed in the bid document, The Successful Bidder may also submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Director IISER Pune. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the Director IISER Pune. For release of Security Deposit, the FDR will be released in favour of bidder by the Institute after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.</p> <p>[ii] Tender terms prevails.</p>

5	<p>GEM TENDER Page 75 Para XVIII: Scheduled process chart does not indicate</p> <p>[i] Date of raising invoice [24th of the month as given earlier] and</p> <p>[ii] Date of release of payment by IISER [28th of the month as given earlier]</p> <p>Request confirm these dates of raising invoice and release of payment by IISER</p>	<p><u>GeM bid document Page No.77, Service Level Agreement, 4.3 Special Terms & Conditions:</u></p> <p>v) <i>No advance payment shall be made to the Service Provider.</i></p> <p>vi) <i>Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.</i></p> <p>vii) <i>The Institute shall make the payment within GeM prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.</i></p> <p>viii) <i>Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, documentary proofs for PF/ESI/EDLI etc. payments. Non-submission of the same may lead to delay/ deduction in payment.</i></p> <p>ix) <i>All the deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same</i></p> <p>It is clarified that, the last day of the wage period shall be 19th day of every month for the entire contract duration. Bill periodicity shall be monthly.</p>
6	<p>Insurance - W.C. / Health care etc : Only employees with pay less than Rs. 21,000/ PM get covered under ESI insurance. Any other insurance for ESI /NON-ESI employees should be reimbursable by IISER as mentioned in the previous cancelled tender document.</p>	<p>Please refer response to above at Sr. No.3</p>
7	<p>Notarized affidavit for no blacklisting : Suggest self-declaration on letterhead be acceptable instead of affidavit, that too notarized.</p>	<p>Tender terms prevails</p>
8	<p>Uniform cost: Brand Raymond /SKUMAR will increase the cost of uniform substantially. Propose to make this cost reimbursable.</p>	<p>Tender terms prevails.</p>

9	<p>Estimated Value is given as Rs 32,22,19,777 /-</p> <p>Is this the Value for full 3 Year Contract period? Is this Inclusive or Exclusive of GST</p>	<p>Please refer <u>GeM bid document Page No.77, Service Level Agreement, Clause No.8: Formula Used</u></p>
10	<p>EMD is given as Rs .64,44,396 /-</p> <p>Do MSME's have a EMD Exemption ?</p>	<p>Please refer <u>GeM bid document Page No.77</u> General Terms and Conditions on GeM 4.0 (Version 1.17) dated 9th August 2024 Clause No.4, (xiii), (m).</p>
11	<p>Please clarify the following regarding the Security Deposit for Uniforms (SD) and Performance Bank Guarantee (PBG):</p> <ul style="list-style-type: none"> • Will the security deposit for uniforms (Rs.5.00 Lakhs) be held as compensation for uniform costs if the Agency fails to meet its obligations? • If the Agency fulfills its obligations, will the SD for Uniforms be returned immediately upon contract commencement? • Will the calculation of the 5% PBG be based on the annual contract value or the total value of the 3-year contract? 	<p>PBG @ 5% and Security Deposit for Uniform of Rs.5.00 Lakhs are two independent purpose specific securities / deposits sought under this contract from the successful bidder.</p> <p>Please refer <u>GeM bid document Page No.75 and 76</u></p> <p>Security Deposit: <i>The successful bidder should deposit a security deposit of Rs. 5,00,000/- (Rupees Five Lakh Only) as an interest-free demand draft in favour of "Director, IISER Pune" within 15 days of the date of the letter of intent. This deposit will be held for the duration of the contract plus two months.</i></p> <ol style="list-style-type: none"> <i>The deposit is intended to cover the cost of uniforms to be provided by the Contractor to its contractual employees deployed on site.</i> <i>In case the Contractor fails to provide uniforms, the Institute shall forfeit this deposit.</i> <i>Upon satisfactory completion of the contract, the deposit will be refunded to the Contractor.</i> <p>Performance Bank Guarantee: <i>The successful bidder should submit the bank guarantee equivalent to a one-month wage bill or Rs. 1,61,10,989.00 as on date, (whichever is higher) within 15 days of the date of the letter of intent. This bank guarantee will be valid for the contract period (3 years) plus two months.</i></p> <ol style="list-style-type: none"> <i>The bank guarantee will be used in case the Contractor fails to pay its staff, violates any contract terms and conditions, or defaults in any manner.</i> <i>The bank guarantee shall be renewed from time to time as per any contract renewals or amendments.</i>

		<p><i>c. If the billing amount increases beyond the existing bank guarantee, the Contractor shall submit an additional bank guarantee for the enhanced amount, valid for the remaining contract period plus two months.</i></p>
12	<p>As per the document Optional Allowance 1 mentions for HRA 5 %, Bonus 8.33%, LWW - 5.83% , N H 1.11% & Liveries 3%</p> <p>What does Liveries include. Also does the amount mentioned include all perks mentioned ?</p>	<p>Optional allowance 1 is a percentage based allowance which includes HRA 5 %, Bonus 8.33%, LWW - 5.83% , N H 1.11% & Liveries 3% etc.</p> <p>Liveries as an allowance is provided to cover the cost of cleaning and maintaining the uniforms.</p>
13	<p>As per the document Optional Allowance 2 mentions for Fixed Allowance</p> <p>What does it refer to ?</p>	<p>Fixed allowance is an allowance given to the staff working in supervisory capacity.</p>
14	<p>In Terms & Conditions it is mentioned that Bidder must have a Registered Office in Pune / PCMC area for the last 3 years as on 31.03.2024</p> <p>Will this be relaxed for a 2 year period ?</p>	<p>Please refer response to above at Sr. No.1</p>
15	<p>Presently are all the 236 Outsourced Staff already working through some Agency</p> <p>If yes do, we have to retain all the staff?</p> <p>If no then what would be procedure to recruit the balance staff ?</p>	<p><u>Please refer page no.5 of GeM bid Document</u> Undertaking for Retention of Existing Resources</p>
16	<p>a) Wages would be as per Central Minimum wages?</p> <p>b) Will DA Revision be reimbursed ?</p>	<p><u>a) GeM bid document Page No.77, Service Level Agreement, 4.2 Service Provider's Obligations, Clause No (ii):</u> <i>The service provider/contractor shall be responsible for paying wages to contract labour at rates not less than the minimum wages as notified by the Appropriate Government.</i></p> <p><u>b) Please refer GeM bid document Page No.77, Service Level Agreement, 4.3 Special Terms & Conditions Clause No.(xi):</u></p>

		<i>In case of any changes in the minimum wages or any statutory wage component as per the Applicable Laws during the Contract period, the Buyer shall pay the Service Provider the differential amount in wage. It is clarified that such increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by the buyer to service provider shall remain same as per the original contract value.</i>
17	Payment to the Staff to be done by last working day of Month SO attendance pattern would be 21st to 20th of every month ?	<p>It is clarified that, the last day of the wage period shall be 19th day of every month for the entire contract duration.</p> <p><u>Refer GeM bid document Page No.77, Service Level Agreement, 4.2 Service Provider's Obligations, Clause No (xxxi):</u></p> <p><i>The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.</i></p>
18	<p>a) As per the document, Agency should facilitate opening of PF & ESIC account and opening of Bank account in SBI NCL Branch of all staff.</p> <p>b) We have a Centralized Account for remittance of PF & ESIC so this would not be possible</p>	<p>a) Tender terms prevail</p> <p>b) It is clarified that, the successful bidder to facilitate opening of salary account, <u>only for all contractual staff deployed under this contract</u> at State Bank of India, NCL Branch for payment of salary</p>
19	<p>The document states that the Agency should provide Periodic Training to the staff at its own cost.</p> <p>All the existing staff have to be retained then what more training needs to be given ?</p>	Agency should provide Periodic Training to the staff at its own cost as and when required.
20	What is the payment terms to the Agency?	Please refer response to above at Sr. No.5 and Refer GeM bid document Page No.77, Service Level Agreement for details.

21	Any Termination clause for the client and the Agency ?	<p><u>Refer GeM bid document Page No.77, Service Level Agreement, Clause No.05</u></p> <p>To be read in conjunction with other relevant terms and condition specified Service Level Agreement.</p>
22	<p>Minimum Service Charges as per GeM is 3.85 % & Maximum 7%</p> <p>Has the client fixed any Minimum Service charges?</p>	<p><u>Please refer GeM bid document Page No.77, Service Level Agreement, 4.3 Special Terms & Conditions: Clause No. iv.</u></p> <p><i>As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM.</i></p>
23	Service charges have to consider the cost of 3 Sets of Uniforms for 236 Staff for a 3 year contract which will be a huge amount.	Tender terms prevails.