

Bid Document

Bid Details	
Bid End Date/Time	23-11-2022 16:00:00
Bid Opening Date/Time	23-11-2022 16:30:00
Bid Offer Validity (From End Date)	30 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health And Family Welfare
Organisation Name	International Institute For Population Sciences (iips)
Office Name	Mumbai
Item Category	Manpower Outsourcing Services - Minimum wage - Semi-skilled; Admin; Clerk , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Cook , Manpower Outsourcing Services - Minimum wage - Unskilled; Admin; Multi-tasking Staff , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Electrician , Manpower Outsourcing Services - Minimum wage - Highly-Skilled; IT-Technical; Computer science engineer , Manpower Outsourcing Services - Minimum wage - Highly-Skilled; IT-Technical; IT Engineer
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
Years of Past Experience Required for same/similar service	2 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Turnover	Yes
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
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	10071720
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Amount	201434

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	2

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

DIRECTOR & SR PROFESSOR

Mumbai, International Institute for Population Sciences (IIPS), Deonar, Mumbai-400088.

(Dr K S James)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	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 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.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. 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 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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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 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.

7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

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:The Bidder should have executed at least 2 No. projects with contract value not less than (Rs) 2 lacs for each contract of providing manpower services to Central/ State Govt Departments/

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:The Bidder should have executed at least 2 No. projects with supply of 35 no. of manpower in each contract of providing manpower services to Central/ State Government Departments// Autonomous Bodies in last N financial yea

Geographic Presence: Office registration certificate:MUMBAI, NAVI MUMBAI & THANE

Scope of work & Job description:[1667456684.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1667458150.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Admin; Clerk (1)

Technical Specifications

Specification	Values
Core	
Skill Category	Semi-skilled
Type of Function	Admin
List of Profiles	Clerk
Educational Qualification	Secondary School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA

Specification	Values
Zipcode	NA
District	NA
Addon(s)	
Additional Certifications/Trainings required for the resources being hired	No
Additional Details	
Designation	Lower Division Clerk

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Yogita Hiraji Rangari	400088,International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	1	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 788 • EDLI (INR per day) : 0 • Bonus (INR per day) : 66 • EPF Admin Charge (INR per day) : 5 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Number of working days in a month : 26 • Provident Fund (INR per day) : 60 • ESI (INR per day) : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Cook (7)

Technical Specifications

Specification	Values
Core	
Skill Category	Semi-skilled
Type of Function	Others
List of Profiles	Cook
Educational Qualification	Secondary School
Specialization	Not Required , Certificate Course in Hotel Management
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	
Additional Certifications/Trainings required for the resources being hired	No
Additional Details	
Designation	Cook

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Yogita Hiraji Rangari	400088,International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	7	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 788 • Bonus (INR per day) : 66 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 5 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 26 • Number of working days in a month : 26 • Provident Fund (INR per day) : 60 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; Multi-tasking Staff (20)

Technical Specifications

Specification	Values
Core	
Skill Category	Unskilled
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Educational Qualification	High School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA

Specification	Values
District	NA
Addon(s)	
Additional Certifications/Trainings required for the resources being hired	No
Additional Details	
Designation	Multi Tasking Staff/Hostel Attendant/Kitchen Helper

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Yogita Hiraji Rangari	400088,International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	20	<ul style="list-style-type: none"> • EDLI (INR per day) : 0 • Bonus (INR per day) : 59 • EPF Admin Charge (INR per day) : 5 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Minimum daily wage (INR) exclusive of GST : 711 • ESI (INR per day) : 20 • Number of working days in a month : 26 • Provident Fund (INR per day) : 60 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Electrician (1)

Technical Specifications

Specification	Values
Core	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Electrician
Educational Qualification	Secondary School
Specialization	ITI Certificate
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	
Additional Certifications/Trainings required for the resources being hired	No
Additional Details	
Designation	Electrician-cum-Water Pump Attendant

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Yogita Hiraji Rangari	400088,International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	1	<ul style="list-style-type: none"> • EDLI (INR per day) : 0 • Bonus (INR per day) : 72 • EPF Admin Charge (INR per day) : 5 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Minimum daily wage (INR) exclusive of GST : 866 • Number of working days in a month : 26 • Provident Fund (INR per day) : 60 • ESI (INR per day) : 27 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; IT-Technical; Computer Science Engineer (1)

Technical Specifications

Specification	Values
Core	
Skill Category	Highly-Skilled
Type of Function	IT-Technical
List of Profiles	Computer science engineer
Educational Qualification	Degree equivalent to BTech or MCA
Specialization	Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/E&E/Prod/Chem./Biotech)
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA

Specification	Values
Zipcode	NA
District	NA
Addon(s)	
Additional Certifications/Trainings required for the resources being hired	No
Additional Details	
Designation	Computer Engineer (Technical Assistant-Acad)

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Yogita Hiraji Rangari	400088,International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	1	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 940 • Bonus (INR per day) : 79 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 5 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 29 • Number of working days in a month : 26 • Provident Fund (INR per day) : 60 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; IT-Technical; IT Engineer (1)

Technical Specifications

Specification	Values
Core	
Skill Category	Highly-Skilled
Type of Function	IT-Technical
List of Profiles	IT Engineer
Educational Qualification	Degree equivalent to BE or BTech or BSC IT or CSE or ECE
Specialization	Engineering(Civil/Mech/Elec./IT /Comp Sc./Electronics/E&E/Prod/Chem./Biotech)
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	
Additional Certifications/Trainings required for the resources being hired	No
Additional Details	
Designation	Technical Assistant (IT Networking)

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Yogita Hiraji Rangari	400088,International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	1	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 940 • Bonus (INR per day) : 79 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 5 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 29 • Number of working days in a month : 26 • Provident Fund (INR per day) : 60 • Tenure/ Duration of Employment (in months) : 12

Buyer Added Bid Specific Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

GENERAL TERMS AND CONDITIONS OF THE TENDER:

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1. Tender received without EMD or not in the proper format or incomplete in any respect, the bid proposal shall be liable to be summarily rejected at the discretion of IIPS.
2. The Tender Document has to be in the duly prescribed format only . Deviations, if any, from tender

specifications, clause – wise and commercial terms and conditions, if any, should be clearly mentioned in the separate sheet as specified. The tender document and all the annexure's, and attachments shall be submitted with this bid with each page being consecutively numbered and duly stamped and signed by the bidder.

3. This Tender document is **Not Transferable**. The tendered work, if awarded, is not transferable. **At least 3 satisfied customer's firms recommendation letter about bidders organization where the similar work has been undertaken has to be attached.**

4. **The signatory for all legal documents i.r.o this tender shall be Chief Administrative Officer, IIPS.**

5. **Arbitration** – All disputes arising between parties shall be referred to and settled through Arbitrations conducted in accordance with the Provisions of the Arbitration and Conciliation Act 1996 and the rules framed there under. Such disputes shall be adjudicated by an Arbitrator nominated by the Director & Sr. Professor, IIPS, Mumbai. The Arbitrator shall have powers to award only such remedy as in contemplated by this Agreement, including, as appropriate, injunctive relief. The place of Arbitration shall be Mumbai. The Language of Arbitration shall be English

6. **Jurisdiction** – notwithstanding any other court or courts having jurisdiction to decide the question (s) forming the subject matter of the reference if the same has been the subject matter of suit, any and all actions and proceedings arising out of our relating to the contract (including any Arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction at Mumbai only and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.

7. Any attempt at negotiation direct or indirect on the part of a tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept if after he has submitted his tender or any endeavour to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.

8. **The Bank Guarantee/FDR has to be provided within 15 days from the date of work order** and should be valid for 60 days beyond the date of completion of all contractual obligation of service supplier including warrantee obligations, if any. The Bank Guarantee should be renewed within 15 days if the contract is extended, and should be submitted to the Institute.

9. The Human Resource Service provider shall be liable to deposit all statutory taxes etc . on account of services rendered by it to IIPS to the concerned tax authorities from time to time.

10. The Service Provider's Employees proposed to be employed by the Service Provider for providing Human Resource services envisaged hereunder shall be subject to screening by IIPS, to ascertain their antecedents, suitability and skills. Before deploying any Service Provider's Employee in IIPS, they shall furnish complete particulars and obtain written approval of the designated officer of IIPS. IIPS reserves the right to interview the Service Provider Employee's, if considered necessary by it, before giving such approval.

11. The Service Provider will get all its Employees verified of their antecedents, through Special Branch, Mumbai Police and a certificate to this effect be furnished by the Contractor to IIPS before deployment of such Service Provider's Employees. The Service Provider should also maintain proper records/ documents of the same.

12. Service Provider will apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to Administration Section of IIPS within thirty (30) days from the date of issue of the letter of award of contract to the Service Provider failing which IIPS shall be entitled to terminate the contract with the Service Provider and issue the letter of award to any other agency / firm.

13. That no legal right shall vest in the Contractors Employees to claim or have employment or otherwise seek absorption in IIPS nor the Service Provider Employees shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of IIPS. The Service Provider Employees will remain the employees of the Service Provider and this should be the sole responsibility of the Service Provider to inform and clarify it to the its Employees before deputing them on work at IIPS.

14. The quality of service should be of high standards .

15. Without limiting generated conditions herein, if any of the Service Provider Employees prefer claim for

employment with IIPS, the Service Provider shall, at its own cost, deal with such claim and settle such claims without any obligations on the part of the IIPS regarding such claims or settlement thereof.

16. The Service Provider shall indemnify IIPS and keep IIPS indemnified against all losses, claims or demands arising out of or due to any acts or things done or purported to be done by the Service Provider or the Service Provider Employees including but not limited to any claim for employment by the Contractors Employees.

17. The Service Provider shall be fully responsible for any kind of accident/mis-happening to their staff as we as machineries while attending the complaints or at work in the IIPS premises.

18. IIPS authority / committee may relax any of the aforesaid conditions .

19. The Service Provider shall provide Manpower Services as per the IIPS's requirement with specified qualification and experience in accordance with conditions laid down by IIPS.

20. The Service Provider shall provide substitute to any of its staff deployed, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper upon receiving written notice from the authority of IIPS. IIPS may require the Service Provider to immediately remove from the place of work any such staff deployed by the Service Provider and they shall forthwith comply with such requirements.

21. The Service Provider shall provide substitute well in advance if there is any probability of the staff deployed leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider

22. The Service Provider shall not assign, transfer, pledge or subcontract the performance of service

23. Staff deployed by the Service Provider shall not divulge or disclose to any person, any details of office, operational process, technical knowhow, security arrangements, administrative organizational matters etc.

24. Any staff deployed by the Service Provider cannot claim any master and servant relationship with IIPS .
Also, the Service Provider staff shall not claim any benefit/compensation/absorption/regularization of service with IIPS under the provisions of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act 1970 or any other similar enactment or order. Undertaking obtained from the person to this effect shall be submitted by the Service Provider to the Registrar, IIPS

25. Before deploying the outsourced staff the successful Service Provider shall arrange for the interview of the suitable candidates by the Chief Administrative Officer, IIPS. The photocopies of the documents of the selected candidates will be retained for the record of IIPS. The Service Provider will provide the bio data of the candidates within a week's time from the date of intimation from IIPS about the human resource requirement. The Service Provider will inform the candidates regarding the date and time and venue to the interview well in advance and forward a written confirmation to IIPS. On the day of interview it will be mandatory for the Service Provider to depute one person for smooth conduct of the interview at IIPS. The Service Provider has to follow the following procedure for deploying their staff at IIPS

Sr.No.	Prescribed Procedure	Time Frame	Remarks
1	Request/requirement forwarded by Administration for a particular staff	As and when vacancy/ need of the department arises	
2	Forwarding of Bio-Data as per the Annexure 3 by the Service Provider to Administration	Within one week from the receipt of the request from IIPS	
3	U p o n screening of biodata's IIPS Administration will forward the shortlisted candidates	Either immediately or Within 2 working days	
4	Service Provider to inform candidate	I m m e d i a t e l y upon receiving intimation from IIPS. N o t e one representative of the Service Provider will be Available in the campus. On the date of interview	

5	Issue of call letter to the selected Candidate by the Service Provider with a copy to administration	U p o n receiving written intimation from IIPS, call letter to be Issued to the candidate And informed about joining date. The service Provider should complete A l l the formalities to Ascertain the educational Qualification, police Verification etc.	
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26. Statutory deductions of the deputed staff in IIPS shall be promptly remitted separately to the statutory authorities as per law and should be submitted to IIPS Mumbai.
27. The decision of the Director IIPS in any matter relating to this contract shall be final .
28. IIPS reserve the right to accept or reject any or all the tenders without assigning any reason thereof. It is open to IIPS to alter the conditions of the tender in appropriate cases in the interest of IIPS
29. The Service Provider shall comply with all the rules and regulations regarding safety and security of its supplied / provided employees and IIPS will in no way be responsible in any manner in case of any mis-happening with their personnel at any place.
30. During the subsistence of the contract, IIPS shall not undertake any monetary liability other than the amount payable to the Manpower Service Provider for the services of the personnel provided by them. Other liabilities, if any, shall be solely rest with the Contractor . Even if, IIPS has to bear such liabilities on unforeseen circumstances / occasions. IIPS will recover such amount from the Service Provider by adjusting the amount payable to them.
31. Any loss, theft or damage to the life or property of the employees of IIPS and or property of IIPS, shall be compensated by the Service Provider if the cause of such loss, theft or damage is on account of default, negligence and or lapse of the employees of the Service Provider Manpower deployed will maintain full secrecy of the official working and records etc., failing which action will be initiated against the concerned persons and concerned Service Provider under applicable rules and laws etc.
32. No amount should be collected or deducted from the employee's salary apart from statutory deductions. If this clause is violated, the contract is liable to be cancelled .
33. If any complaint is observed or any discrepancy is found regarding their requirements, dues etc, from the labour against the agency then institute will take strict action against the agency. If in case, the complaint is serious, then the contract may be discontinued/terminated.
34. In case of any court matter, if any arises, from the candidate, employee of the service provider, the Service Provider will be responsible and would represent the court matter. IIPS will not be responsible for any court case, if any, filed by the employee of the service provider.
35. Bidders with valid MSME/NSIC certificate will be exempted from payment of Tender Fees and EMD as per the existing GoI norms.
36. The Work Contract would be initially for a period of one year which will be extended upon mutual understanding for another two years on the same price rate quoted in the financial bid duly accepted by IIPS.
37. In case of any dispute arises during the process, the decision of Director IIPS shall be binding to both the parties.

38. IIPS reserves the right to cancel the contract at any stage in case of administrative decisions.

39. Bidder will depute one person from his agency who will visit the institute once in month to monitor and report to the administration section.

40. Bidder will ensure that the payment is made to the employees by 10th of every month

FINANCIAL TERMS AND CONDITIONS:

1. No Service Provider Employee shall work for more than **26 days in a month or as specified by**

applicable Labour legislation. The wages to the Service Provider Employee shall be paid on monthly basis.

2. An employee shall be granted-
 - (a) for rest day wages calculated at the rate applicable to the next preceding day; and
 - (b) where he works on the rest day and has been given a substituted rest day, then, he shall be paid wages for the rest day on which he worked, at the overtime rate and wages for the substituted rest day at the rate applicable to the next preceding day.
3. **Timely Payment of Wages.**- The establishment shall pay to the contractor the amount payable to him or it, as the case may be, before the date of payment of wages so that payment of wages to the employees shall be made positively in accordance with the provisions of the Minimum Wages Act.
4. The Service Provider shall make all payments including wages to the personnel on or before 5th of every month along with the pay slips to individual employees. After making payment, the Service Provider shall raise the bill in duplicate and forward to IIPS administration.
5. Payment should be made to the contractual staff deployed at IIPS only after the manpower service provider receives the duly certified copy of attendance from the Administration.
6. TDS will be deducted at source as per Income Tax rules & regulation in force from time to time.
7. Attendance should be attached with the bill duly certified by the Administration, IIPS.
8. **The agency shall pay wages to the employees through ECS only.**
9. The Service Provider shall abide by all applicable laws including all staff and welfare Laws (ESI, PF, BONUS, Income Tax, Service Tax, PT or any other extra taxes levied by the Government) the companies Act, etc. and shall adopt all required welfare measure for the Contractor Employees and discharge all other obligations concerning thereon. The Contractor shall furnish adequate proof to IIPS in this regard. **It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the Contractor, and IIPS shall not be held liable for such responsibilities / obligations manner what-so-ever.** Contractor should submit the paid receipt of required documents every month about PF, ESI, bonus etc. Otherwise next month bill will not be paid.
10. **The Service Provider shall in no case pay its Employees wages at a rate less than the statutory minimum rates every month.** The payment should be made by cheque/cash and a record of that should be kept in a register which may be examined by the Registrar of IIPS at any time.
11. The payment shall be made by the IIPS to the Service Provider for the Service Provider's Employees actually employed for providing Human Resource Services hereunder. Bill shall be raised by the Service provider as per the Financial Bid and actual payment to each category of contractual employees. In case of any discrepancy found in the bill IIPS reserves the right to withheld the bill for seeking clarification.
12. IIPS has the right to reduce/increase the strength of Service Provider Employees as per its requirements.
13. **The Service Provider must pay wages to its Employees as per their designation and as per the Financial Bid.** During the contract period the Service Provider shall be responsible for the payment of wages and allowances as per **Govt. of India/State Govt. - Minimum Wages Act and variance in VDA will be applicable as and when the appropriate Government notifies it** and all other statutory dues to the persons employed by him for providing the manpower services. No additional claim other than Financial Bid will be allowed.
14. Service Provider would be fully responsible for its personnel for their termination, discharge or for any legal action or liabilities and/or payment of legal duties like salary or wages, EPF/ESI contribution. The Service Provider shall be also responsible to keep all records required by law i.e. Contract Labour (Regulating & Abolition) Act. The Employees Provident Fund Act, Minimum Wages Act. Etc.
15. The service provider should be willing for extension of contract to three months in case instructed by the CAO, IIPS after the expiry of contract.
16. Bills to be submitted to Administration, IIPS by 20th of the next month.

WORKING PATTERN OF THE CONTRACTUAL STAFF AT IIPS

1. **The Service Provider Employees/Contractual Staff shall work and follow the leave pattern as per IIPS norms.**

2. If required on special occasion workers have to work beyond office hours and on holidays of the Institute.
3. Service Provider staff have to work as per decision of the authority at Deonar and Nerul Campus of IIPS or at the residence of the authority without any additional cost.
4. Appointment order / offer of appointment will be initially for a period of **six months**.
5. Personnel provided by the Service Provider will have to attend their duties at specified timings on all working days at IIPS. Late coming, leaving early, absenteeism without intimation to administration shall not be accepted.
6. The Service Provider shall ensure proper conduct of staff of the service provider in office premises and avoidance of any in-disciplined act on their part and strictly enforce prohibition of consumption of alcohol and
7. rinks, paan and smoking.
8. The agency shall be responsible for their conduct and observance of normal discipline at IIPS.
9. The personnel will not be provided any transport facilities or conveyance allowance for attending their duties at IIPS. However, if anyone is sent out for official work during their office hours, IIPS will provide transport or local conveyance on actual basis.
10. Any violation of discipline or irregularity in attendance or indulgence in misconduct on part of personnel deployed shall be immediately withdrawn as per instruction of Director, IIPS
11. If any delay in providing a suitable substitute for the period beyond three working days by the agency a penalty of Rs. 200/- per day per persons shall deducted from the monthly bill of the service provider in the following month.

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. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of DIRECTOR, IIPS payable at STATE BANK OF INDIA, DEONAR BRANCH, MUMBAI.

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

7. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

8. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of DIRECTOR, IIPS payable at STATE BANK OF INDIA, DEONAR BRANCH, MUMBAI.

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

9. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name DIRECTOR, IIPS Account No. 10895954179 IFSC Code SBIN0003109 Bank Name STATE BANK OF INDIA Branch address DEONAR BRANCH, MUMBAI .

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.

10. **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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [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 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.

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.

---Thank You---