

INDIAN INSTITUTE OF SCIENCE
BANGALORE-560012

**TENDER FOR
PROVIDING MANPOWER SERVICES
(Unskilled, Semi-Skilled and Skilled)**

Tender No. R(CMC)MPS/2024-04 dated 07th March 2024

<https://iisc.ac.in/all-tenders/>



**CONTRACT MANAGEMENT CELL
Indian Institute of Science
Bangalore-560012**

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SCHEDULE OF EVENTS & OTHER DETAILS
SCHEDULE A**

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GENERAL DEFINITIONS

1. IISc or Institute means, The Indian Institute of Science, Bangalore
2. “Director” means, The Director of IISc or his authorized representative.
3. “Registrar” means The Registrar of IISc or his authorized representative.
4. ‘Areas’ means areas specified in this tender in general and any other areas specified by the Officer In charge / Asst Registrar.
5. Selected agency/service provider means the successful bidder

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SCHEDULE A**

Tender No.	R(CMC)MPS/2024-04 dated 7th March 2024
Pre-bid Clarification	15/03/2024 - 05.00 pm(Online MS teams link will updated in IISc Tenders Website)
Last date for receipt of bids	30/03/2024 - 5.00 p.m.
Validity of bid:	180 days from the date of Opening of tenders
Earnest Money Deposit	Rs. 3,00,000/- (Rupees Three Lakhs only) In the form of Demand Draft in favor of "THE REGISTRAR, Indian Institute of Science, Bangalore". payable at BANGALORE
Date & Time for opening of Technical Bid:	02/04/2024 - 11. 00 a.m.(Tentative)
Name and Address of the Client:	Contract Management Cell, Located in Raman Building, Indian Institute of Science, Bangalore - 560 012 Phone No 080 22932500/22932049 Email: cmc.unit3@iisc.ac.in
Submission of Tender document	e-procurement portal- https://eprocure.gov.in/eprocure/app Helpline no: 0120-4001005
Date and Time of opening of Tender (Financial Bid)	Shall be intimated to the Technically Qualified bidders through CPPP portal
Contract Commencement Date:	15th April 2024 (Tentative)
Performance Security Deposit	5% of the annual contract value
FINANCIAL Turn-over of Bidder	Rs. 3, 00, 00,000/- (Rupees Three Crores) per annum for the last 3 FINANCIAL years.
Contract Duration:	3 years (Three Years) (renewable annually after performance review)

TENDER NOTICE

1. The Registrar, Indian Institute of Science invites tenders in two bid (Technical and Financial) system, from reputed, experienced and financially sound Bangalore based registered agencies for

**Providing Manpower Services
(Unskilled, Semi-Skilled and Skilled) to be deployed at various
departments/Sections/Units in the Indian Institute of Science
(IISc) Bangalore**

2. The tender document can be downloaded from the web site: <https://iisc.ac.in/all-tenders/> and can also be downloaded from e-procurement website: <https://eprocure.gov.in/eprocure/app>. It may be noted that all subsequent notifications, changes and amendments in this tender would be posted only on the same website.
3. Interested Companies/ Firms/ Agencies after applying in CPPP portal is advised to enclose and drop the Original Demand Draft for EMD, Uploaded copies of the technical bid along with documents mentioned in Annexure IV in the Tender Box kept in the Contract Management Cell, located in Raman Building, Indian Institute of Science, Bangalore-12, on or before the deadline indicated in Schedule A. **The financial bid should not be dropped in the tender box as it will be downloaded from the CPPP portal.**

SCOPE OF WORK

1. Provide Manpower (unskilled, semi-skilled and skilled) for various departments at the Institute. The requirements in different categories are specified in Annexure I.

2. The job specification of unskilled, semi skilled, and skilled manpower are as below:

a) For Unskilled Manpower

- 1 Regular cleaning, dusting of furniture, instruments, computers, telephones etc so as to maintain general cleanliness and hygiene in the office.
- 2 Regular cleaning and swabbing, office, laboratory etc,
- 3 Making arrangements for tea, coffee, water etc. during the meetings and other official visitors/representatives.
- 4 Photocopying, faxing, making sets of reports and other general office documents.
- 5 Dispatch and delivery of official letters by messenger, speed post, ordinary post and registered post.
- 6 Distribution of office papers & files of general nature among the office.
- 7 Watering plants, gardening, pruning, hedge pruning, grass cutting etc
- 8 All cleaning work as per the requirement of IISc
- 9 Physical Maintenance of records
- 10 Carrying files, photocopying etc
- 11 General cleanliness and upkeep of the building
- 12 Ward and watch duties
- 13 Dusting of furniture and cleaning of buildings/fixtures
- 14 Upkeep of parks, lawns and plants etc
- 15 Any other work assigned from time to time

b) For Semi-Skilled Manpower

- 1 Supervising unskilled labour deputed at various departments and various semi-skilled/ skilled work.
- 2 Any other duty assigned from time to time.

c) For Skilled Manpower

- 1 Driving of Car/Van (LMV), or appropriate commercial vehicle license
- 2 Attending to plumbing complaints or
- 3 Attending to electrical complaints and, repair of electrical appliances/equipments and

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- 4 Clerical workers/employees doing clerical duties.
- 5 Workers with skill certificate to perform relevant duties pertaining to their skill
- 6 Any other duty assigned from time to time.

d) For Highly Skilled Manpower

- 1) Electrical supervisor with competency certificate who is involved in repair of electrical appliances/equipments
- 2) Staff nurse with diploma involved in duties of Nurse in Health Centre
- 3) Accountant with relevant qualification involved in accounting activities
- 4) Mess supervisor to perform and supervise mess and cooking employees of Hostel
- 5) Any other duty assigned from time to time.

e) Clerical Admin Cadre

- 1) Accountant with relevant qualifications involved in accounting activities.
- 2) Administrative work in administrative units and Academic work
- 3) Work involved dealing with SAP and other softwares

f) Technical Skilled/ Engg Cadre

1. With Diploma or Bachelor degree in Civil and Electrical and other branches of Engineering.

The above list of works for each categories are only illustrative and not exhaustive. IISc may inform the contractor to include a further list of duties and similar nature of work.

GENERAL INSTRUCTIONS FOR BIDDERS

1) The bids are invited under **two bid system i.e. Technical Bid and Commercial Bid via CPPP portal as given in Schedule A**. The Earnest Money Deposit (EMD) refundable (without interest), should be necessarily accompanied along with the Technical Bid of the agency in the form of Demand Draft from any of the Nationalized / Scheduled bank drawn in favour of **The Registrar, Indian Institute of Science, Bangalore** payable at Bangalore and valid for a period of 180 days. Bids not accompanied by EMD or without proper validity will be summarily rejected. Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) with valid certificate duly issued by GOI are exempted for submitting the earnest money deposit (EMD). The bid security may also be accepted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e- Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects. In terms of the purchase preference policy of Govt of India, as this tender cannot be split or divided, the MSE quoting a price within the band of L1+15% will be awarded complete supply of the total tendered value to MSE, considering the spirit of the policy for enhancing Govt procurement from MSE. For clarity, Participating Micro and Small Enterprises quoting price within price band of L1+15%, will qualify to supply an entire portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Purchase preference policy to MSE will apply.

2) The successful bidder should deposit the Performance Security Deposit as specified in the Schedule A in a scheduled/nationalized bank. at the time of award of contract within 15 days of the receipt of the formal Work Order. The performance security deposit will have to be furnished in the form of Bank Guarantee/Demand Draft drawn in favor of **The Registrar, Indian Institute of Science, Bangalore** payable at Bangalore. **The bank guarantee should be from a nationalized / scheduled bank only**. The performance security deposit should have 90 days validity beyond the date of completion of all the contractual obligations of the service provider. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India or any State Government of Union of India. (Authorized signatory should provide an undertaking).

3) All Bidders shall provide the required information completely and accurately as per details in Eligibility Criteria. The bidder should drop the Earnest Money Deposit (EMD) mentioning the name of the company on the backside of Demand Draft, along with the Technical bid and documents mentioned in the Annexure IV in the Tender Box kept in the Contract Management Cell, located in Raman building,1st floor, Indian Institute of Science, Bangalore-12 on or before the last date of submission of tender.

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- 4) The Tenderer shall upload the valid copies of certificates as mentioned in Annexure IV **failing which the tender will be rejected**. If necessary, the bidder shall produce all the original documents for verification.
- 5) Blacklisted contractors in State / Central Govt. Departments, Central / State PSUs, Autonomous Organizations/ Boards etc., are not eligible to participate in the bid process.
- 6) The successful Bidder shall execute an Agreement within 30 days from the date of Receipt of intimation of selection from this office, The Tender Document will form the part and parcel of the agreement, failing which the tender will deem to be cancelled.
- 7) The rates quoted should be as per the financial bid only. The IISc reserves the right to accept /reject any or all the tenders without assigning any reasons.
- 8) Conditional tenders will not be accepted and is liable for rejection.
- 9) Bidders who meet the specified minimum qualifying criteria, are be eligible.
- 10) Even though the Bidders meet the above criteria, they are subject to be disqualified if they have:
 - Made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements; and/or
 - Record of poor performance such as abandoning the works, not properly completed the contract, inordinate delays in completion, litigation history, or financial failures etc.
- 11) The Tender document can be downloaded from e-procurement website: <https://eprocure.gov.in/eprocure/app>. It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the same website.

12) Content of Tender documents

The bidders should go through the Tender Document and submit online response through e-procurement portal only.

13) Amendment of Tender documents

Before the deadline for submission of tenders, the IISc may modify the tender documents by issuing corrigendum / addendum.

Such corrigendum/ addendum thus issued shall be part of the tender documents and shall be published online in e-Procurement portal.

The prospective Bidders will be given sufficient time to submit the bids after publishing the corrigendum/ addendum.

14) Documents comprising the Tender

The Technical Bid submitted by the Bidder shall contain the following documents:

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- a) Earnest Money Deposit in any of the payment modes specified in e-Procurement platform/GFR.
- b) Technical bid documents and all other documents mentioned in Annexure IV.
- c) Any other documents required to be and submitted by Bidders in accordance with the instructions mentioned in the tender document. The bids with incomplete documents will be summarily rejected. **The financial bid** submitted by the Bidder shall contain the following documents:

Priced Bill of Quantities wherein only Contractors monthly service charge/Administrative charge has to be mentioned through e-procurement portal, no hardcopy of commercial bid should be attached or disclosed.

15) Tender validity

Tenders shall remain valid for a period not less than **180 days** after the deadline date for tender submission. A tender valid for a shorter period will be rejected.

In exceptional circumstances, prior to expiry of the original time limit, the IISc. may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his tender but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with above clauses in all respects.

16) Earnest money deposit

The Bidder shall furnish, as part of his tender, earnest money deposit (EMD).

The Bidder can pay the Earnest Money Deposit (EMD) using the following payment mode:

- i) Demand draft Beneficiary Details :

Account Holder Name - The Registrar, IISc Bengaluru

The bidder has to scan the receipt and attach it with Technical Bid Documents for our reference. The bidder should drop the Earnest Money Deposit (EMD) mentioning the name of the company in the backside of Demand Draft, along with the Technical bids and documents mentioned in the Annexure IV in the Tender Box kept in the Contract Management Cell, located in Raman Building, Indian Institute of Science, Bangalore-12 on or before the last date of submission of tender. EMD amount will have to be submitted by the bidder taking into account the following conditions:

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- a) The entire EMD amount must be paid in a single demand draft
- b) The earnest money deposit of unsuccessful Bidders will be returned after completing the process of evaluation of the bids and identifying the successful bidder.

The earnest money deposit may be forfeited:

- a) If the Bidder withdraws the Tender after tender opening during the period of tender validity,
- b) If the Bidder fails within the specified time limit to
 - i) Sign the Agreement; or
 - ii) Furnish the required Security deposit

17) Format and signing of Tender

Successful Bidder shall sign all the pages of the tender document as a token of acceptance of all the terms and conditions of the contract.

18) Submission of Tenders

Tenders must be submitted on-line in the e-Procurement portal by the Bidder before the notified date and time.

19) Deadline for submission of the Tenders

The Bidder shall submit a set of hard copies of all the documents in a sealed cover to IISc required as a pre-qualification bid (Technical bid) which were uploaded through e-procurement portal along with Original demand draft (EMD). The financial bid should not be enclosed in the said cover. In the event of any discrepancy between them, the original uploaded document in e-procurement shall govern.

The IISc may extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the IISc and the Bidders previously subject to the original deadline will then be subject to the new deadline.

20) Late Tenders

In e-procurement system, Bidder shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available. IISc will not be liable (or) responsible for any delay due to unavailability of the portal and the Internet link.

21) Modification and Withdrawal of Tenders

Bidder will have time to modify and correct or upload any relevant document in the portal, till the last date and time for Bid submission, as published in the e-procurement portal.

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The Bidder may withdraw his tender before the notified last date and time of tender submission. No Tender may be modified after the deadline for submission of Tenders.

Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause with subject "Tender Validity" above may result in the forfeiture of the earnest money deposit

22) Tender Opening:

The IISc will open all the Tenders received in the presence of the Bidders or their representatives who choose to attend on the specified date, time and place specified. In the event of the specified date of Tender opening being declared a holiday for the IISc, the bids will be opened at the appointed time and location on the next working day.

The IISc will evaluate and determine whether each tender meets the minimum qualification eligibility criteria.

Bidder if required may be needed to submit all the Original Documents, which are submitted in e-procurement portal, to the IISc for verification at the time of opening of Tender. The IISc will record the Tender opening.

23) Process to be confidential

Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract will not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

24) Clarification of Tenders

To assist in the examination/evaluation, the IISc may, at its discretion, can seek clarification from the participating bidders. The request for clarification and the response shall be in writing or by e-mail along with the section number, page number and subject of clarification, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

Subject to clause with heading "**Clarification of Tenders**", no Bidder shall contact the IISc on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the bidder wishes to submit additional information to the IISc., it should done in writing only

Any effort by the Bidder to influence the IISc in the Tender evaluation, or contract award decisions may result in the rejection of the bid

25) Examination of Tenders and determination of responsiveness

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Prior to the detailed evaluation of Tenders, the IISc will determine whether each Tender (a) meets the eligibility criteria (b) is accompanied by the required earnest money deposit and; (c) is substantially responsive to the requirements of the Tender documents.

A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the service; (b) which limits in any substantial way, inconsistent with the Tender documents, the IISc's rights or the Bidder's obligations under the Contract;

If a Tender is not substantially responsive, it will be rejected by the IISc., and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

26) Correction of errors

No corrections to uploaded bid is permitted by the portal. Tenders determined to be substantially responsive will be checked by IISc.

28) Evaluation and comparison of Tenders

Opening of the Financial bid will be preceded by the evaluation of the Pre-qualifying Offer (Technical bid). Evaluation of the Pre-qualifying Offer will be done by the Contract Management Committee constituted for the purpose. After evaluation is completed, all the Bidders who are qualified will be notified and will be intimated at the time of opening of the Financial bid. Financial bid will be opened in the presence of those who choose to be present or even in the absence of any Bidder.

The IISc will evaluate and compare the Tenders as per comparative statement downloaded from e-procurement portal. Only the commercial bids of technically qualified bidders would be considered. The lowest bid (L1) would be considered as the successful bidder. In case of tie (commercial bids of two or more bidders being equal), bidders having higher average turn-over (in the last 3 financial years) will be offered the contract. By submitting a bid for the tender, the agency implicitly agrees to the above condition.

Other related General Instructions to bidder

- 1) The bidder is required to enclose photocopies of the necessary documents as listed in Annexure IV along with EMD and uploaded copies of Technical Bid and drop the documents in the Contract management cell, IISc on or before the last date of submission as mentioned in Schedule A.
- 2) Bids submitted after the due date shall not be accepted under any circumstances whatsoever. Any conditional bid is liable to be rejected.

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- 3) The bidder shall submit the technical as per the format enclosed in Annexure II and Commercial bids to be submitted online in the portal.
- 4) The Earnest Money will be forfeited if the successful bidder fails to accept the offer.
- 5) The bidder should include in the technical bid, the list of clients where they are providing the aforesaid services as mentioned in this tender for the past last 3 financial years, along with name, phone / fax number of the contact person / email ID's and if required references for their services may be obtained from them.
- 6) All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be uploaded along with technical bid.
- 7) The envelope containing Technical Bid only shall be opened on the scheduled date & time as given in Schedule A in the presence of representatives of the agencies/companies/Firms, who wish to be present.
- 8) Technical Bids will be evaluated by a committee. The evaluation includes verifying the financial turn-over, registration certificates, legal, financial, statutory, taxation and other associated compliance of contract conditions. The committee may also evaluate the performance of the agency in any of their existing contracts which may include obtaining references and visits to the sites of the agencies existing contracts. Further, the committee may disqualify any bidder based on oral/written references indicating poor quality of service provided during existing or previous contracts.
- 9) Commercial bids of only technically qualified bidders will be opened online on a date & place (to be notified later) in presence of representatives of technically qualified bidders.
- 10) IISc reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or reject any or all tenders without giving notice or assigning any reason. The decision of the Director of IISc, in this regard, shall be final and binding on all.

ESSENTIAL REQUIREMENTS OF THE BIDDER
COMPANY / FIRM / AGENCY

The bidder should fulfill the following technical specifications:

1. The bidder/ Company / Firm / Agency should be registered with the appropriate registration authority (labour commissioner etc.).
2. The bidder /Company / Firm / Agency should have at least three years of experience in providing similar services to Public Sector Companies / Banks / Government Departments / Research Organizations / Reputed Private Sector Companies.
3. The bidder /Company / Firm / Agency should be registered with Income Tax GST departments;
4. The bidder /Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
5. Either the Registered Office or one of the Branch Office of the bidder should be located in Bangalore.
6. The bidder /Company / Firm / Agency should have its own Bank Account;
7. The bidder /Company/Firm/Agency should have a minimum FINANCIAL turnover during the last three financial years as specified in Schedule A.

ADDITIONAL INSTRUCTIONS FOR BIDDERS

1. Proof of the annual turnover for the previous years in the form of an audited balance sheet or statement of accounts shall be provided, failing for which the tender is liable to be rejected.
2. The bidder in its technical bid should include the list of firms/ institutions where they have provided similar services in the last 3 years, along with name, phone and fax number of the contact person, so that references for their services can be obtained, if required.
3. All entries in the technical bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Cuttings, if any, in the Technical Bid must be initialed by the person authorized to sign the bid.
4. Technical Bids will be evaluated by a committee. The technical evaluation will include checking the financial turn-overs, registration certificates, legal, financial, statutory, taxation and other associated compliance of existing contracts. The committee will evaluate the performance of the agency in their existing contracts, which may include obtaining references and/or visiting the work site to ascertain the quality of service provided by them.
5. Govt of India MSME guidelines will be followed in case of Earnest Money deposit waiver.
6. IISc reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director of IISc, in this regard shall be final and binding on all.

OTHER TERMS AND CONDITIONS

1. Bids submitted after the deadline shall not be accepted under any circumstances whatsoever.
2. Any conditional bid is liable to be rejected.
3. The Earnest Money will be forfeited if the bidder rescinds from the offer.

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4. The Earnest Money Deposit (EMD), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft / Pay Order from any of the Scheduled bank drawn in favour of Registrar, IISc payable at Bengaluru should be valid for a period of 90 days. Offers not accompanied by EMD of the requisite amount or without proper validity will be summarily rejected.
5. The Earnest Money will be forfeited if the bidder rescinds from the offer.
6. Bids offering rates which are lower than the minimum wages for the pertinent category, would be rejected.
7. The contract is for the duration specified in Schedule A. The contract will be reviewed annually, and upon satisfactory performance, will be extended by 1 year at a time, until the duration of the contract.
8. The contract may be extended, on same terms and conditions, for further periods, subject to a maximum of 2 year beyond the contract term specified in Schedule A.
9. The selected agency is required to execute an agreement within 30 days of the award of the work.
10. The scope of the contract can be extended with additional manpower, with a proportional increase in contract value, as mutually agreed upon, and approved by the competent authority of IISc.
11. The scope of the contract can be extended to additional facilities in the institute, with a proportional increase in manpower and approved by the competent authority of IISc. Further IISc in its discretion may either increase or decrease the manpower based on the requirement and selected agency must adhere as per the direction of the IISc as the requirement of manpower mentioned in this tender document is only indicative in nature and not exhaustive.
12. The contract may be terminated before the contract period owing to deficiency in service or substandard quality of the service provided by the selected Company / Firm /Agency. Further, IISc reserves the right to terminate this contract at any time after giving two months notice to the successful bidder.
13. The selected agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of IISc.

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14. The agency will be bound by the details furnished by him / her to IISc, while submitting the bid or at subsequent stage. In case, any of such documents furnished by the firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making the firm liable for legal action besides termination of contract.
15. The selected agency shall furnish a Performance Security Deposit in the form a bank guarantee from Scheduled / Nationalized bank, as specified in the Schedule A at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Bank Guarantee/Demand Draft drawn in favour of The Registrar, IISc, Bangalore-12 payable at Bangalore. The performance security should remain valid for a period of 3 years 6 months. The performance security will be returned on termination of the contract and completion of all the contractual obligations of the successful bidder.
16. The agency shall ensure that the manpower deployed at IISc, are physically fit, well trained and are in the age group of 22-58 years. The maximum age of deployment is 58 years
17. The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed at IISc, before the commencement of work:
 - (i) List of Manpower short listed by agency for deployment at IISc, containing full details i.e. date of birth, marital status, address etc;
 - (ii) Bio-data of the persons.
 - (iii) Certificate of verification of antecedents of persons by local police authority(PCC Certificate)
18. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the selected agency will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract. Such person/staff who had committed an act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks shall not be redeployed in IISc in future. Further staff deployed in IISc should have obtained a police clearance certificate issued by Govt of Karnataka to ensure that staff with criminal background are not deployed by Contractor. Posting of Contract staff having conflict of interest to be avoided and it is to be ensured that they are also not involved/ act in the capacity of vendors for supply of materials/services to IISc

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19. The selected agency shall provide identity cards to the personnel deployed at IISc. The identity card shall have the photograph of the personnel and personal information such as name, date of birth, age and identification mark etc.
20. The selected agency shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed at the Institute.
21. The selected agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc. The selected agency shall ensure that Blood relatives of the staff already deployed in IISc are not posted/deployed in IISc departments/sections. It Shall be ensured that the field officer be posted in IISc with no extra cost to monitor and supervise the activities of your staff deployed in IISc. Field officer will be responsible for coordinating with IISc to enable to him to act as per the service requirements of IISc. It is mandatory that the field officer be deployed in IISc campus on all the working days including Saturdays during working hours.
22. The selected agency shall designate a coordinator/Field officer out of the deployed personnel, who would be responsible for immediate interaction with the Asst Registrar /Contract Management Cell at the Institute, so that the services of the persons deployed by the agency could be availed without any disruption.
23. It shall be mandatory for the selected agency to submit the list of staff deployed in IISc along with the requisite details to Asst Registrar/Contract management Cell/AR Security every month.
24. It shall be mandatory for the selected agency to deploy staff with the proper uniforms. All staff posted/deployed in IISc should mandatorily wear uniforms.
25. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons.
26. It will be the responsibility of the contractor to meet transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract work. IISc will have no liability in this regard at any stage. It is the responsibility of the contractor to ensure rotation the staff and change the staff as and when required periodically once in one/two years.
27. The selected agency undertakes to comply with all statutes, rules, regulations, and bylaws, during the entire period of this contract.

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28. IISc reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The Director, IISc is the final authority for settling any disputes and the decision of the Director in this regard shall be final and binding on all.
29. Biometric recording of attendance has to be provided by the Agency with the server. Biometric report access and report to be provided to CMC on monthly basis and to the AR (respective Section) on daily basis. It is mandatory to attach the biometric attendance report with the bills.
30. The performance of the selected agency will be reviewed for first 6 months and in case there is deficiency in services or not adhering to the statutory norms of Govt of India with respect to labour matters the contract will be terminated after giving notice of two months.
31. Discrepancy in payment in the bills has to be notified to IISc within 60 days from the date of submission of bill to IISc or 60 days from the corresponding month the bill is claimed.
32. All Staff working under the contractor in IISc are to be rotated/changed once in one/two years in a periodical manner.
33. In the event of tie between the Bidders during selection, it is at the liberty of the institute to award contracts to one or multiple agencies/contractors.

SAFETY

- 1) The Agency shall follow safety procedures in all respects.
- 2) The Agency will adhere to safe working practices and will take all safety measures necessary for safety of his employees. The agency will remain responsible for the safety of the engaged staff. The agency should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- 3) All necessary Personal Safety Equipment's as considered adequate shall be made available by the Agency for use by personnel employed on the site and maintained in a condition suitable for immediate use. Agency shall take adequate steps to ensure proper use of equipment by those concerned. Special emphasis will be laid on Fire Safety norms and proper operation of Electrical gadgets/instruments & Firefighting equipment etc. placed at the disposal of the respective dept. The Agency shall take appropriate safety measures

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against outbreak of fire and will be held responsible in case of such an incident occurring. Liability / responsibility in case of any Fire Accident or any other accident causing injury/death to workers /inmates or any of his staff shall be that of the Agency. The Institute shall not be responsible for such cases by any means.

- 4) The safety committee of the institute or any such authority assigned with the responsibilities of safety, may inspect the premises and suggest safety mechanism to be followed by the contractor. This instructions are binding on the agency and any non compliance may lead to cancellation of contract.

CONTRACT-SPECIFIC

1. The staff employed by the agency shall be required to work normally as per the IISc working hours., i.e. from Monday to Saturday from 08.30 hrs. to 17.00 hrs with a lunch break of ½ hour from 1230 hrs. to 1300 hrs. The start and closing time may vary with Department/section of the Institute and the staff should be ready to work for a duration of 8.5 hours including 0.5 hour lunch break per day as per the requirement of the department/section. The staff may also be called upon to perform duties on Sunday and other gazetted holidays, if required, by providing compensatory off. No extra wages will be paid for attending the office on such holidays. The staff, if deputed for any official work outside IISc, shall not be entitled for any other emoluments except the actual bus fare for this purpose.
2. Contract Management Cell will announce the list of holidays (maximum of 10, including 4 national holidays) for the contract labourers, which is binding.
3. IISc will allow one paid leave per month for each workers engaged in this contract. The unutilized leave up to a maximum of 5 days can be carried forward till the end of the calendar year. The unutilized leave at the end of the calendar year shall lapse and there is no provision to encash the same. Contractor must provide suitable relieving manpower in case of absenteeism of any manpower deployed by him so that there is no hamper in work and Contractor should ensure that quality of service is not compromised.
4. The agency should employ personnel who can converse well in Kannada, English and other Indian languages. In particular, the manpower provided should be able to read and write addresses and names in Kannada & English.
5. The person deployed shall be required to report for work as specified at the work spot deputed.

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6. The Classification of the category of the contract labours will be based in the Ministry of Labour /Chief Labour Commissioner notification issued from to time.

LEGAL

1. For all intents and purposes, the selected agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed at IISc, for contractual services.
2. The Contractor undertakes to obtain any license, permit, consent, sanction etc. as may be required or called for from/by local or any other authority for doing such work. The Contractor shall comply with all applicable laws, rules and regulations in force. The Contractor undertakes to obtain such permission/license as may be required under the Central Contract Labour (Regulation and Abolition) Act, 1970. The Contractor undertakes to produce the license/permission etc. so obtained to IISc or furnish copies thereof as and when required by IISc. The Contractor also undertakes to keep and get renewed such license, permission etc. from time to time. The Contractor shall be responsible for any contravention of the local, municipal, central, state, any other laws, rules, regulations, etc.
3. The selected agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. IISc, shall in no way, be responsible for settlement of such issues whatsoever. IISc shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
4. The manpower deployed by the contractor for providing the services shall not have any claims of Master and Servant relationship vis-a-vis IISc nor have any principal and agent relationship with or against the IISc.
5. The manpower deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of IISc, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the

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regular / otherwise capacity in IISc. The Contractor should communicate the above to all the manpower deployed in IISc by the contractor.

6. **The selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government along with all such other statutory dues like ESI, PF, etc.** The agency will maintain proper record as required under the Law / Acts. The agency shall make available its required records to IISc for periodic inspection at the end of every quarter of every financial year, to ensure statutory compliance to the satisfaction of IISc.
7. The selected agency will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at IISc. 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 IISc. For manpower staff under the Skilled/Highly Skilled Category, ESIC is not applicable. The contractor shall provide medical/insurance cover to their staff on roll if they are not covered under ESIC. IISc will NOT reimburse the contractor the Insurance premium payment in this regard.
8. The selected agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to IISc & income tax to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
9. The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of IISc or any other authority under Law.
10. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Income Tax Act 1961 and GST rules, as amended from time to time and a certificate to this effect shall be provided to the agency by IISc.
11. The selected agency shall raise online GST invoice and claim GST at appropriate rates. The selected agency shall produce the TAX paid receipt on demand.
12. In case, the agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IISc is put to any loss / obligation, monetary or otherwise, IISc will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms

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13. The selected agency will indemnify IISc from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
14. Govt of India issued guidelines on payment of compensation in cases of death / permanent incapacitation of person due to unintended/ unforeseen occurrences during maintenance, operation and provisioning of Public services. Under these guidelines an amount of Rs. 10 Lakhs has to be paid as compensation in the cases where a persons is died and up to Rs. 7.5 Lakhs in the case of disabled based on loss of earning capacity. Institute has the right to recover penalty in the cases where the incidents have happened with the negligence of the agency
15. All disputes arising out of this Tender document and Award of the contract shall be resolved by mutual consultation and in the event where the parties are unable to resolve their disputes, the courts of Bengaluru shall have the jurisdiction to resolve the dispute.
16. It is mandatory for the selected agency to update the CLRA license as and when there in increase in the no of staff deployed.

FINANCIAL

1. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Commercial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. **Further, if the agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice and the contract will be terminated.**
2. The proof of remittance of statutory deductions of PF, ESI to the appropriate agency, for those employed at IISc, must be provided by the selected agency to IISc every month along with the claim bill, failing which the claim bill shall not be settled.
3. The successful bidder will have to deposit a Performance Security Deposit as specified in Schedule A, within 15 days of the receipt of the formal order. The performance security will be furnished in the form of a Demand Draft or Bank Guarantee, from any Nationalized/Schedule bank, drawn in favour of The Registrar, IISc, Bangalore 560 012, payable at Bangalore. The performance security should remain valid for a period of 3 years and 6 months. If the contract is extended, the bank guarantee shall be extended suitably to cover the period of the contract validity plus six months. The performance

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security will be returned on termination of the contract and completion of all the contractual obligations of the successful bidder.

4. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited besides annulment of the contract.
5. The agency shall raise the bill, in triplicate, along with attendance sheet in respect of the persons deployed and submit the same through the respective departments on or before 18th of the subsequent month. As far as possible the payment will be released within two weeks from the date of submission of bills. The following documents must accompany the bill.
 - a. Current month Invoice Copy
 - b. Current month Acquittance (Wage) Register duly signed by the individual contract Laborers.
 - c. Current month Attendance Register
 - d. Current month ESI remittance challan with consolidate breakup details.
 - e. Current month EPF remittance challan, as applicable, with consolidated breakup details
 - f. In addition, Half yearly returns submitted to EPFO & ESIC are also to be submitted whenever due.
6. For the services provided by the Contractor, subject to satisfactory completion as certified by IISc, IISc agrees to pay the Contractor as detailed in Annexure III-A. Further, any increase in minimum wages, as per the Central Government Minimum Wages Act, along with proportional increase in the ESI, EPF and agency administrative charges will be borne by IISc. Similarly, any increase in the statutory levies (ESI, EPF, GST) will also be applicable automatically and borne by IISc; any decrease in the statutory levies, the benefits will go to IISc. Other than these, during the tenure of the contract, the rates agreed will remain unaltered.
7. The Contractor hereby agrees that Absenteeism must not exceed 5% of the total deployment in any month. Furthermore, within each shift the absenteeism should not be more than 10% of the deployment. The above should be achieved without individual contract labour doing more than the maximum shift allowed by the contract (26/27 shift in a month). Each occurrence of such excess absenteeism in a shift shall entail a deduction of 3% of the service/ administrative charges to the agency for the month, subject to maximum penalty of 30%.
8. In case the Contractor or any of his employees fails to fulfill his/their obligations for any day or any number of days to the satisfaction of the Institute for any reason whatsoever, the contractor shall pay, by way of liquidated damages, a sum of Rs. 5000.00 (Rupees Five thousand only) per day for the entire number of such days and IISc shall, without

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prejudice to its other rights and remedies, be entitled to deduct such damages from the money, if any, payable by it to the Contractor.

9. The contract labourers deployed by the agency shall not be involved in any theft/pilferage/damage to Institute property. After necessary investigations, if proved that the Agency/their personnel are responsible for the incident, the agency is liable and will be penalized to the extent of the value of the loss and additionally Rs. 50,000/- for each such incident.
10. The Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the contract execution.
11. The Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Institute's employees involved in the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the execution of the contract.
12. The Contractor will not commit any offence under the relevant Anti-corruption Laws of India: further the Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Institute as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences. The involvement in any such activity shall entail a penalty of Rs. 10,000/- for each such incident.
13. The claims in bills regarding Good and Services Tax etc., if applicable, should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of IISc.
14. **It has been observed in the earlier tenders that some of the vendors quote an abnormally low administrative charge with a view to obtain the contract, which is practically not workable. Abnormally low administrative charges will affect the quality of service rendered. Therefore, the institute administration has decided to fix a minimum and maximum percentage as administrative charges to the agencies for providing services. The commercial quotes below or above the prescribed minimum/maximum administrative charges will be treated as not qualified and their commercial bid will be disqualified. The minimum service charge percentage**

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fixed by the committee is 3.85% and the maximum service charge percentage fixed is 7.00%.

15. The Selected agency agrees and undertakes to pay all GST, taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. The Selected agency also agrees to furnish such proof of payments or compliance of the obligation including registration certificates, receipts, licenses, clearance certificates etc., as may be required by the IISc from time to time. IISc Shall reimburse the GST tax incurred by the Contractor on submission of relevant proof of payment.

MEDICAL EXAMINATION

The agency shall arrange for medical check-up for his employees deployed at IISc. The agency at his own cost has to carryout medical examination before the commencement of the contract and thereafter once in every year in respect of his employees to ensure their fitness to handle and submit certificate of Medical Fitness to IISc. The agency shall withdraw any person who is not found medically fit for the job and arrange for an appropriate substitute immediately.

SOLID WASTE MANAGEMENT

- 1) Responsibility of segregations of waste lies with the Agency/service provider. Dry/Wet waste segregation should be as per the new Solid Waste Management Rules (SWM), 2016 notified by Union Ministry of Environment, Forests and Climate Change (MoEF & CC) or as notified by Union Ministry from time to time.
- 2) Collection/Transportation and disposal of the segregated municipal solid waste should be done as per the Institute policy/rules without any additional cost.
- 3) The agency should strictly adhere to the solid waste management policy of the Institute as applicable and as amended from time to time.
- 4) Penalty will be imposed for violation and disposing the waste not as per Institute norms. Penalty will charged as per norms available in force and decision of the Institute will be final and binding on the Agency/Service provider.

TENDER EVALUATION CONDITIONS

1. The bidder shall quote the technical & Commercial bids, in CPPP Portal, as per the format enclosed in Annexure II and III.
2. Only the commercial bids of technically qualified bidders would be considered. The agency whose commercial bid is the lowest would be considered as successful and awarded the contract. In case of tie (commercial bids of two or more bidders being equal), bidders having higher average turn-over (in the last 3 financial years) will be offered the contract. By submitting a bid for the tender, the agency implicitly agrees to the above condition.
3. By submitting a bid for the tender, the agency implicitly agrees to the above condition

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- 3 By submitting a bid for the tender, the agency implicitly agrees to the above condition.

Annexure-I

Requirements of outsourced staff at IISc

The bidder must quote for the minimum number of labourers as specified below. Tender which quotes for manpower below these minimum numbers is liable to be rejected. Further the bidder may choose to quote for more than the minimum number, if it feels that is required to ensure the above scope of work is covered to the satisfaction of the user department/Centre/unit.

IISc requires two Field officer to be deployed for all the unskilled, semiskilled, Skilled, Highly Skilled, Clerical, Administration Staff deployed in IISc.

Sl. No.	Category	No. of Persons Required
1.	Unskilled Manpower	244*
2.	Semi-skilled Manpower	39*
3.	Skilled Manpower	67*
4.	Highly Skilled	6*
5.	Clerical Skilled cadre	140*
6.	Technical Skilled/Engg Cadre	3*
	TOTAL	499*

***The above mentioned no of staff in various categories may decrease or increase depending upon requirement during and after deployment as it is indicative in nature.**

Annexure II

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For providing Manpower Services to IISc

1. Name of Tendering Company/ Firm / Agency : _____
(Attach certificate of registration)
2. Name of proprietor / Director : _____
of Company/Firm/agency
3. Full Address of Reg. Office with Regn. No. _____
4. Regd. Office / Branch address in Bangalore _____

5. Telephone No/Mobile No : _____
6. E-Mail Address _____
7. PAN / GIR /TIN No. (Attach Attested Copy) _____
8. Labour Regn. No. (Attach Attested Copy) _____
9. GST Regn. No. (Attach Attested Copy) _____
10. E.P.F. Regn. No. (Attach Attested Copy) _____
11. E.S.I. Regn. No. (Attach Attested Copy) _____
12. Financial turnover of the tendering **Company / Firm / Agency** for the last 3 Financial Years:
(Attach separate sheet if space provided is insufficient)

COMMERCIAL Year	Indicate the Amount (Rs. In Lakhs)	Remarks, if any
2020-21		
2021-22		
2022-23		

Note: Attach last 3 years balance sheet/Auditors certificate

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13. Give details of the major contracts handled by the tendering Company/ Firm / during the last three financial years in the following format. Attested copies of work orders may also be attached.

Sl.No	Details of client along with address, telephone numbers with Email ID	Amount Contract (Rs. in Crs)	Duration of Contract	
			From	To
1				
2				
3				

(if the space provided is insufficient, a separate sheet may be attached)

14. Details of Earnest Money Deposit :
D.D./P.O. No. & Date & Bank

15. Additional information, if any
(Attach separate sheet, if required)

16 Details of MSME certificate issued by
Bodies specified by Ministry of MSME

CERTIFICATE OF ETHICAL PRACTICES

I. I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s, which are improper/Illegal during the execution of the contract awarded to us.

II. Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities /practices in my / our dealing with the Institute.

III. I / We will have no conflict of interest in any of our works / contracts at the Institute.

DATE

SIGNATURE OF THE TENDERER

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ANNEXURE III

COMMERCIAL BID

For Providing Manpower Services at various Departments/Units/Sections at IISc.

1. Name of tendering Company / Firm / Agency: _____

2. Contractors Administrative / Service Charge in (%) _____

NOTE:

- Attention is drawn to Clause No.14 under Page No.25/26 of this document regarding administrative charges.
- The Selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government along with all such other statutory dues like ESI, EPF, etc as notified by the Central Government from time to time.
- In cases where the wage is prescribed for specific category by the Institute, the wages shall be paid as per the rate fixed by the Institute from time to time. Admin and service charges shall be claimed at the prescribed percentages of wages.

SIGNATURE OF THE TENDERER

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ANNEXURE IV

SAMPLE PAYMENT CHART TO CONTRACTOR

S.No	Description	No. of Persons (from Annex I)	Daily Wage	Total Amount for per shift for one person in each category	Gross Total (Rs) for 26 Shifts
1	Unskilled category	244	751	1,83,244	47,64,344
2	Semi-Skilled Category	39	832	32,448	8,43,648
3	Skilled Category	67	915	61,305	15,93,930
4	Highly Skilled	6	992	5,952	1,54,752
5	Clerical Admin Cadre	140	1000	1,40,000	36,40,000
6	Technical Skilled/ Engg Cadre	3	1050	3,150	81500
5	Subtotal(Rs)				Rs 1,10,78,174
6	Contractors Adm. / Service Charge (as ____percentage of sub-total in Line 5 above)\$				B = (Administrative service Charge% * Line No 5)
				Total(Rs)	Rs 1,10,78,174+ B

ANNEXURE IV

CHECK-LIST

Technical bid, sealed in a separate envelope super-scribed as “Technical Bid”	
COMMERCIAL bid, sealed in a separate envelope super-scribed as “COMMERCIAL Bid”	
Earnest Money Deposit	
Proof of FINANCIAL Turn-over for previous years	
Copy of Registration certificate with Labour Department	
Copy of PAN/GIR Card	
Copy of the IT return filed for the last FINANCIAL year	
Copies of EPF and ESI certificates	
Copy of GST Registration	
Copy of TIN	
Work Experience of Similar work during the previous years (List of firms where they have provided services and details of contact person(s))	