

Ref: INS/W-5053/2023-24(M)

Tender Notice No.011/2023-2024

PUBLIC TENDER

**2 Part Tender for Service Contract for Engagement of Manpower for
Administrative Offices (Highly Skilled-7 Nos, Skilled-2 Nos, Unskilled-2 Nos)**

Refer Annexure-A for Scope of Work

This tender document contains Total 18 pages

Tender Fee: Rs.1500/-+ 18% GST, Cost of Tender: Rs. 40.00 Lakhs, EMD amount: Rs.80,000/-

Last date for sale of Documents: 21/11/2023 till 1600 Hrs

Last date for submission: 22/11/2023 till 1400 Hrs

Tender opening date & time: On 22/11/2023 at 1430 Hrs

Important: Please read carefully instruction for the Tenderer and Scope of Work. The prospective Contractors should note that high quality of service and professional approach is the essence of this contract.

Important instruction for the Tenderers: -

The details in regard to technical specification and other terms and conditions should be cogent and clear to the extent possible.

The Technical and Financial / Price Bids shall be submitted simultaneously in two (2) bid system.

The proposals shall be evaluated in two stages: (1) Technical and (2) Price / Financial.

GENERAL CONDITIONS

1) Contractor should have minimum 3 years experience in providing Manpower for managing stores (Highly Skilled & Unskilled) to the Government / Semi Government Institutions or big organizations for above said nature of jobs specially managing Stores.

2) The contractor should have a valid PAN number issued by the Income-Tax Authority.

3) Should have a valid Registration Certificate of the firm / agency / Company. Firm should be registered / licensed manpower supplier firm with Labour department of any State Govt. / Central Govt. for the supply of skilled, semi-skilled and unskilled manpower.

4) Should have an independent GST No.

5) Should have valid independent ESIC and an independent EPF/PPF Registration.

6) Security Considerations: The persons deployed by the agency should NOT have any adverse police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. A Certificate to this effect is to be furnished by the Contractor for each Contract Employee to whom the Contract shall be awarded.

(I) Company profile including previous experience of manpower deployment to government Departments, Multi - National companies, etc. Please attach copies of Work Orders, Completion Certificate, etc.

(ii) Acceptance of terms and conditions specified in these tender documents

(iii) The Firm must fill all the conditions required under CONTRACT LABOUR REGULATION & ABOLITION ACT 1971.

Micro and Small Enterprises (MSEs):

1. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)

2. The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.

3. The bidder submits registration of Udyog Adhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.



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The following conditions of Tender and Scope of Work shall be considered as "Essential Experience".

- A. The Agency should be able to provide suitable deployment plan for management.
- B. The Personnel deployed should have pleasing personality, good communication skills and experience in the relevant fields.
- C. Training and Experience in handling stores and use of computers and modern office communication equipment and familiar with all latest software.
 1. Quotations must be submitted giving complete details using enclosed tender papers.
 2. **The rates quoted shall remain valid for a period of 180 days from the date of opening.**
 3. Each page of the offer should bear the signature, date, name and title of the person signing the offer, and a rubber stamp indicating the full name, address and phone no, Fax No, of the firms.
 4. This tender document/form is not transferable. Only the party to whom the tender documents have been issued shall be entitled to quote.
 5. Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory.
 6. The total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
 7. Bids which do not comply with the above conditions are liable to be rejected.
 8. INSTEM shall be under no obligation to accept the lowest or any tender received in response to this tender notice and shall be entitled to reject **any** or all tenders without assigning any reason whatsoever.
 9. The Institute reserves the right to split the contract in parts and award them in pieces to the successful bidders or to delete the contract in parts after entering into the contract.
 10. No questions or items in the Annexures shall be left blank or unanswered. Where you have no details or answers to be provided a 'No' or 'NIL' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
 11. The contractor chosen will have to undertake the work within 10 days from the receipt of the Work Order.
 12. Bids shall be accompanied by the following, failing which the offers are liable to be rejected :
 - a) License and Registration Certificate issued by competent authority
 - b) Organization Structure
 - c) List of works on hand/carried out during the last 5 years
 - d) Performance Certificate from the existing client(s)
 - e) ESI & PF Registration Certificate.
 - f) Annexures B,D,E duly filled in
 - g) The entire tender document duly countersigned (as a token of acceptance of all terms and conditions indicated in the documents)
 - h) GST Registration

13. All annexures, attachments/drawings (if any) to this enquiry shall be read as part & parcel of this enquiry.
14. Deviation (s) indicated in Annexure E are not automatically accepted; only if such deviation(s) if any indicated by tenderer has / have been specifically accepted in the Work Order, such deviation are deemed to have been accepted and become part of the agreement.

15. All the bids shall be in the prescribed annexure forms and bear the signature, date, name and designation with company seal of the person signing the offer and name and address of the firms.

Once the Work order is issued, the Contractor will receive instructions from an Officer designated for this purpose (Officer-in-charge) or his authorized nominee and the Contractor thereby undertakes to abide by his/her suggestions/instructions, etc. as regards services in this agreement.

2. **Quality and Scope of Services**

2.1 The contractor shall appoint trained staff having a good character and maintain high standards of turn out, maintain the number and quality of staff as contracted to ensure there is no hold up of any service for any reason whatsoever. Any deficiency in the number of staff deployed will entail reduction from the compensation payable as decided by the Institute. The Contractor as soon as the agreement is signed shall submit a list and biodata with photo of their workmen/supervisors/others indicating their name, age,



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qualification, experience and salary along with copy of appointment orders issued to them. As and when there is a change in the staff posted, a revised list and biodata with photo shall be submitted along with copy of appointment order issued to the new appointee/appointees, simultaneously. Security Considerations: The persons deployed by agency should NOT have any adverse police records / criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The successful bidder to whom the work is awarded shall have to submit an undertaking in writing to this effect.

2.2 It is normally understood and agreed between both the parties that the Institute will not be responsible or be liable for any laws that are in force/that may come into force from time to time in respect of personnel engaged by the Contractor and the Contractor alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.

2.3 It is understood and agreed that the Contractor will be held responsible for any disciplinary matters arising out of the work or conduct of their employees and the Contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Institute's premises or in connection with the services referred to herein.

2.4 The Contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorized person in INSTEM.

2.5 The Contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Minimum Wages Act, ESI Act, PF Act, etc., as relevant and applicable from time to time.

The Contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this tender agreement and in respect of the employees engaged by the Contractor in fulfillment of the contractual obligations stated herein. An indicative list of these statutory obligations is at Annexure "F". It is understood and agreed that the Contractor will provide badges/ID cards with photos and to their employees. It is Contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.

2.6 a) The Contract employees should be covered under all statutory requirements like ESI, PF, etc. by the Contractor and the Contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be enclosed with all (whether running/monthly or final) bills. A person should have basic knowledge to read and write in English. He/She shall be between age group of 18 years to 35 years.

b) The Contractor shall pay Salary and other Allowances/Benefits as indicated by the Contractor in their tender and accepted by INSTEM within the first 7 working days of the month succeeding the month for which the salary is to be paid. In order to ensure high quality of service and having regard to the scope of work and the appropriate level of expertise (i.e., qualification, experience) required for the job, the Contractor should pay such salary / wages which is higher than the statutory wages as prescribed by the Minimum Wages Act, so that quality of service is assured. Such salary shall be well above statutory minimum wages. Any breach of these conditions will render the Contract liable to be cancelled.

c) If the rates quoted by the Contractor and accepted by the Institute includes bonus, applicable wage increase, miscellaneous, etc., details of what is provided, its cost, etc. shall be furnished periodically. If proof of payment of all benefits are not furnished once in 3 months and once in a year for bonus, applicable wage increase, the Institute reserves the right to withhold/recover such portion of the



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salary/benefits. However, the proof for payment of PF and ESI and name of such employees whom the PF & ESI has been paid shall be submitted along with each running/monthly bill.

- d) The Institute will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The Institute will also have all rights to make recoveries from the compensation, if any that any statutory agency imposes upon the Institute due to the Contractor's non-compliance with statutory obligations. A list of these as applicable at present is set out in Annexure 'F' attached. All payments in respect of ESI, PF, ELI, etc. shall be reimbursed by the Institute along with the monthly bills for the respective months only on submission of proof of payment and Schedule of Employees covered.
- e) The contractor shall maintain a muster roll, wages register of all men employed by them and all other documents and submit it to the Institute on the 1st of every month for the previous month or as necessary for inspection. The Contractor shall provide all facilities for inspection/books/personnel on demand by INSTEM or any Statutory Authority.
- f) The contractor should provide PF A/c number, ESI Card and Photo Identity Card to the outsourced employees posted at INSTEM. This should be done immediately but not later than one month from the date of signing joint agreement. The Contractor should ensure that the outsourced employees display this card prominently.

2.7 It is clearly understood and agreed upon that neither the Contractor nor Outsourced employees shall have any claim on employment with Institute at any point of time and this arrangement is purely between the Contractor and the Institute for specific services for a specified period.

2.8 The successful Contractor shall indemnify/deemed to have indemnified the Institute for all claims/losses arising out of this tender. The Contractor is deemed to have indemnified the Institute against any claim by any authority once the work order is awarded. In the event the Institute has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the Contractor only shall pay such claim/damages and even if the Institute is called upon to pay, such damages/penalties & or cost shall be recovered from the contractor's dues/amount payable or shall be paid by the Contractor on a demand from INSTEM.

2.9 The successful bidder shall execute an irrevocable indemnity bond in an appropriate stamp paper in favor of INSTEM that they would indemnify and keep INSTEM indemnified and harmless against any claims, losses, expenses which INSTEM may suffer or incur as a result of breach of contract and further indemnify and keep indemnified the contract employees against all loss, claims accrued of any nature due to any act of omission or commission or negligence by the contract employees and contractor. The contractor shall further agree that the indemnity herein contained shall remain in full force and effect during the pendency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till INSTEM is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the contractor. The contractor also should undertake not to revoke this indemnity during its currency with INSTEM's previous consent in writing.

2.10 The Contractor shall follow all rules as may be existing or may be framed from time to time at INSTEM on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in INSTEM as amended from time to time.

3. Tenure & Termination

The contract with the Institute will be initially awarded for a period of one year and if the services are found to be satisfactory, the Institute reserves the right to extend the contract for a further period of one year on the same terms and conditions.



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In case of failure on the part of the Contractor to complete the contract as per the terms of Contract within the specified contract period and if such work is got done by the Institute from any party at a higher rate the Contractor shall be liable to pay the Institute the difference between existing rate and the rate of the new Contract.

Risk Clause: Notwithstanding the other terms herein, the Institute at its option will be entitled to terminate the contract and to avail from elsewhere at the risk and cost of contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the Institute within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof as deemed so by the Institute. The contractor shall be liable for any loss which the Institute may sustain by reason of such risk contract in addition to penalty.

Insolvency and breach of contract: The Institute may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, i.e. to say:

- a. If the Contractor being an individual or a firm any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order to order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or
- b. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or
- c. If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Institute for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.
- d. In the event of inadequate or unsatisfactory performance of duties by the Contractor, the Institute shall have the right to bring to the notice of the Contractor the default (s) on their part and the Contractor shall ensure that the said default (s) is /are not repeated and /or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)'s being inadequately corrected, the Institute shall have the right to immediately terminate the agreement.

3.6 Notwithstanding any other clause herein, if there is any act of omission by the Contractor or the Contract employees which jeopardizes the safety/security of the Institute including, but not limited to:

- a) Theft or pilferage of property of INSTEM
- b) Fire, flooding, breakage or damage
- c) Violence or physical attack on the Campus
- d) Any act or incident which may prove detrimental to the interests of INSTEM .

4. Payment Terms:

4.1 The Contractor shall submit bills after completion of every calendar month and normally payment will be released within 15 working days from the date of submission of bill if the bill is complete and correct in all respects. The monthly bills submitted by the Contractor shall only be for actual salary and other benefits paid by the Contractor for the number of employees deployed as per contract with INSTEM.

If there is a shortage of employees of not less than 90% per shift of duty, as contracted, which has been adjusted by paying overtime by the contractor then the overall monthly claim bill submitted by the contractor shall not exceed the monthly total contract amount agreed upon between INSTEM and the contractor.



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Claiming salary of employees not appointed/absent is an offence and if noticed, the contractor shall refund the entire salary along with such penalties including a penal interest @ 10% per annum to INSTEM. If after receipt of payment, the Contractor has been unable to pay his workers/employees or pass on other benefits like washing allowance, ESI, PF, etc., and as soon as this fact becomes known to him, the Contractor shall immediately refund all such amounts to INSTEM with a covering letter explaining the reasons for such refund. The contractor shall make a certification on each bill to this effect.

Payment in respect of ESI, PF and other statutory payments shall be paid / reimbursed by the Institute only on submission of proof of payment and Schedule of Employees covered for such benefits.

4.1.1 Contractor's monthly claim/bill shall contain the following elements :

a. Basic + VDA plus all applicable statutory contribution deductions as per the relevant laws.

**** Bonus as per Clause No.4.1.3 is payable on disbursement of Bonus to the Employees.**

PF, ESI and ELI will be reimbursed to the contractor only on production of registration

No. / ESI card/payment of ELI premium.

4.1.2 Leave Salary and Bonus: The leave salary and bonus shall be claimed by the contractor as and when these are paid by the Contractor to its employees and the same will be reimbursed by the Institute on submission of proof for having paid.

Leave salary is payable only if substitute is appointed in place of contract employee on leave subject to the condition that the contractor maintains 90% attendance per shift of duty.

4.1.3 Bonus: Bonus shall be payable by the contractor to his outsourced employees once in a year before Dussehra/Diwali or when an outsourced employee's service is discontinued. The amount of bonus payable should be in accordance with the Payment of Bonus Act.

4.2 The monthly/running bill of the Contractor will become payable after the end of each month on submission of a bill with all details, data and certification by the Contractor, and on due certification by the Officer-in-Charge about the satisfactory services against the claim, the Contractor's payment will be released only after the contractor disburses the salary to the contract employees as per Clause No. 4.5 every month and copies of deposit of statutory dues are enclosed along with the bills.

4.3 The Officer-in-Charge/Accounts Officer is authorized to deduct any amount as determined by the Institute Director from the amounts due to the Contractor for any deficiency in services, provided by the Contractor.

4.4 Payment of Contractor's bill shall normally be made within 10 working days of submission subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time.

4.5 Payments by the Contractor to the contract employees shall be disbursed on or before 7th of the succeeding month in the presence of the Accounts Officer and / or any other authorized officer of INSTEM. If 7th happens to be a holiday, payment shall be made on the previous working day. The Contractor shall notify all his employees/workers about the monthly payment date in their appointment order, and follow this schedule strictly, whether the Institute has paid the Contractor's bill or not. The payment of salary and all other benefits such as bonus and over time to the contract employees shall be disbursed in the presence of Accounts Officer and / or any authorized officer of INSTEM.

4.6 No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.

4.7 Security Deposit: A security deposit @ 3% of the contract value shall be provided by the Contractor within 15 days of awarding of Contract, failing which the entire amount shall be recovered in the first 4



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months' running bill. Alternatively, a Bank Guarantee from a Nationalized / Scheduled Bank for the equivalent value may be furnished for the period of agreement with 3 months grace period.

The security deposit is refundable after expiry of the agreement subject, to (a) any claims on the Contractor, (b) after the Contractor certifies and confirms by submitting proof wherever possible as desired by Accounts Officer that the Contractor has paid bonus, all premium as PF/ESI, (c) that the contractor has submitted a statement to each of the employees who had worked under him, the moneys deposited as premium on ESI, Insurance, etc. The Institute reserves the right to deduct from the security deposit any amount for damages/deficiencies in service by the Contractor or to meet any statutory deficiencies. The security deposit does not carry any interest. The Institute shall have the absolute right to deduct from the security deposit and/or any amount payable to the Contractor and any damages as may be determined by the Institute Director, whose decision shall be final on account of any act or omission in the Contract, by the Contractor.

4.8 It is important for the Contractor to note that the rate to be quoted in the Price bid shall be inclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. one year from the date of Work Order which may be extended for one more year . Any increase or decrease in the rates shall be only in respect of Statutory duties / levies and such claim /s shall be valid only with adequate documentary evidence. Any decrease in the duties/levies during the period of agreement, shall entail corresponding reduction in the contract amount.

5 The Contractor shall pay any claim made by the Institute of any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the Contractor. It may be noted that the Institute shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the Contractor. If the Security Deposit or outstanding bills of the Contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the Contractor against this or any other contract until the dues of the Institute are fully settled. If the claim of the Institute could not be met in this manner, the Contractor shall pay up all such claims if a demand is made by INSTEM.

6. Suggestions Register:

6.1 The Contractor will maintain a complaints/suggestions register prominently displayed and take immediate action on every complaint in consultation with the Officer-in-Charge. This register will be open to any authorized person of the Institute for inspection and supervision at all times.

7. Safety, Security and Insurance

7.1 The Contractor shall follow all security rules of the Institute and instructions received from time to time regarding issue of identity cards, all material movements (incoming and outgoing).

7.2 During the pendency of the agreement, the contractor shall be liable fully to compensate all concerned for any loss, damage of construction of works, construction, plant and machinery, person, property, etc. including third party risks arising due to causes attributable to the agreement. The decision of the Institute Director shall be final and will be binding on both parties.

7.3 The contractor shall take Employees Liability Insurance of prescribed value for their employees. It must adequately cover all employees/workers under Workmen Compensation Act, 1928 as amended from time to time. Before starting the work, the Contractor shall produce the original insurance policy and the license of the workers where applicable to the Institute.

8. Miscellaneous

8.1 The work mentioned in the schedule is not exhaustive, but only indicative. The Institute reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of the contract.

8.2 The contractor shall meet the designated Officer-in-Charge of the Institute everyday to receive the



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details of issues/complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer-in-Charge.

9. Dispute and Resolution

9.1 Any dispute or differences that may arise between the parties shall be referred for sole arbitration to the Institute Director or his nominee. The decision of the Arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.

10. Primacy of Documents

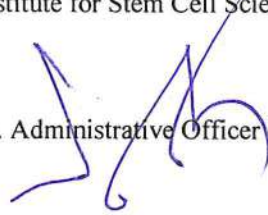
The tender documents, subsequent communication exchanged and the work order as well as all annexures shall be part and parcel of this agreement. If there is any discrepancy between the above documents clauses in the following documents will apply with primacy for communications issued after the work order, any pre-order correspondence as accepted jointly, followed by work order, tender documents and annexures thereof, i.e. tender documents and annexures have least primacy, if any clause or detail there has been superceded by communication after the opening of bids if jointly accepted, work order or subsequent communication to the Contractor.

11. Amendments to Work Order/Agreement

Any amendment to the Work order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorized representatives of both parties.

For and on behalf of
Institute for Stem Cell Science and Regenerative Medicine

Sr. Administrative Officer (Purchase)



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INFORMATION TO TENDERERS

The Tender shall be evaluated under 2 (Two) Bid System

1. Technical Bid
2. Financial Bid

Technical Evaluation shall comprise of

I. Mandatory requirements.

II. Technical Evaluation criteria with marks.

All the mandatory requirements have to be fulfilled by the Bidder to go to the next stage of Technical Evaluation criteria with marks. The Bidders who are not meeting the mandatory requirements, their offer will be summarily rejected.

I. Mandatory requirements: -

1. Company Profile and Organization Structure.
2. Solvency Certificate for Rs.16 Lakhs issued by the bank on or after 01.04.2023.
3. Copy of Valid Establishment Registration Certificate of the Firm
4. Copy of PAN.
5. Copy of Valid Labour License issued by the Labour Commissioner (Central / State) for existing similar type of works.
6. Copy of valid ESI, PF and GST Registration done at Bangalore Region.
7. EMD/Valid NSIC or MSME Certificate.
8. Provided CAR Policy, All Risk Policy, Employees Liability Insurance, etc. in any of your contracts.
9. The entire tender document duly countersigned (as a token of acceptance of all terms and conditions indicated in the documents).

II. TECHNICAL EVALUATION CRITERIA WITH MARKS

Sl No.	Technical Requirement	Max Marks
1.	Contractor should have minimum 3 years experience in providing manpower to the Government / Semi Government Institutions or big organizations for above said nature of jobs. Documentary Proof to be enclosed.	20
2.	The contractor should have been executed Single Contract of Rs. 32 Lakh or more or Two Contracts of Rs. 20 Lakh or more and 3 Contracts of Rs. 16 Lakh or more. Copy of the Work Order of similar work should be enclosed. Documentary Proof to be enclosed.	20
3.	Performance Certificate (should be issued on or after 01/07/2023 for the last 2 years) from the existing 3 clients about supply of manpower. Documentary Proof to be enclosed.	30
4.	No. of manpower supplied for the existing three clients under three categories (Administrative, Accounts, Admin & HR) with their relevant qualification details. Documentary Proof to be enclosed.	20
5.	Audited Financial Statement of last 3 years (Balance Sheet and P & L A/C)	10
	TOTAL	100

Kindly submit documentary evidence, failing which marks will not be allotted.

The proposals shall be evaluated in two stages: (1) Technical and (2) Price/Financial.

A minimum qualifying mark is set and only those Contractors whose Technical proposals score 75% and above shall be considered for Financial Evaluation. Thereafter, Financial proposal shall be evaluated. The Commercial Lowest Bidder shall be the first preferred Contractor for the award of Work. When there is a situation of more than one Commercial Lowest Bidder at the same rate, then the highest scorer in Technical Bid shall be considered to award the contract.



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ANNEXURE – A - SCOPE OF WORK

FOR HIGHLY SKILLED (7 Nos)

Please read carefully instructions for the Tenderer and Scope of work. The prospective Contractors should note that high quality of service and professional approach is the essence of this contract.
The service Provider should have the Following qualifications: -
1) Contractor should have minimum 2-year experience in providing Contract staff to Government/semi-Government Institutions or big organizations for above said nature of jobs.
2) The contractor should have a valid PAN number issued by the Income- Tax Authority
3) Should have a valid Registration Certification of the firm/ agency/Company.
4) Should have an independent service code.
5) Should have valid independent ESIC Code and an independent EPF/PPF code.
6) Security conditions: The persons deployed by the agency should NOT have any adverse police records/criminal cases against them. The agency should make adequate enquires about the character and antecedents of the persons whom they are deploying.
7) It is normally understood and agreed between both the parties that the Institute will not be responsible or be liable for any laws that are in force/that may come into force from time to time in respect of personnel engaged by the Contractor and the Contractor alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement etc.
8) It is understood and agreed between both the parties that the Institute will not be responsible for any disciplinary matters arising out of the work or conduct of their employees and the Contractor will take appropriate disciplinary actions against those employees found indulging in any act of indiscipline in Institute's premises or in connection with the services referred to them.
9) The Contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorized person in INSTEM.
10) The Contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract labour Act, Minimum wages Act, EST Act, PF Act, etc as relevant and applicable from time to time.
11) The Contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this agreement and in respect of the employees engaged by the Contractor in fulfilment of the contractual obligations stated herein.
12) It is understood and agreed that the Contractor will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to their employees. It is contractor responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.
13) The Contract employees should be covered under all statutory requirements like ESI, PF etc. by the Contractor and the Contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of contract employees for payment of ESI/PF/ELI, etc will be enclosed with all (whether running/monthly or final) bills.
14) Having regard to scope of work, qualification, training and experience are required for the job, the contractor should offer such emoluments and benefits to the people to be employed by him which take into account:
a) The Qualification, Training and experience of the deployed personnel.
b) Annual increase in Salary on account of revision of Basic wages + V.D.A.
c) Emoluments which are well above the minimum wages as prescribed under Minimum wages Act.
15) A person should have basic knowledge to read and write in English. He/she shall be between age group of 18 years to 35 years
16) The Contractor shall pay salary and other allowances/benefits as indicated by the Contractor in their tender and accepted by INSTEM. In order to ensure high quality of service and having regard to the scope of work and the appropriate level of expertise)i.e., qualification, experience) for the job, the Contractor should pay such salary/wages which is higher than the statutory wages as prescribed by the Minimum waged Act, so that quality of service is assured. Such salary shall be well above minimum wages.



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17) If the rates quoted by the Contractor and accepted by the Institute included bonus, charges for overtime, uniform, staff, food, applicable wage increase, miscellaneous etc., details of what is provided, its cost etc shall be furnished periodically. The proof of uniform cost, bonus and applicable wage increase, details of what is provided shall be furnished once in a year or before expiry of the contract, whichever is earlier. If proof of payment of all benefits like charges for over time, staff food, miscellaneous etc are not furnished once in 3 months and once in a year for uniform cost, bonus, applicable wage increase, the Institute reserves the right to withhold/recover such portion of the salary/benefits. However, the proof of payment of PF and ESI and name of such employees whom the PF and ESI has been paid shall be submitted along with each running/monthly bill.
18) The Institute will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The Institute will also have all rights to make recoveries from the compensation, if any that any statutory agency imposes upon the Institute due to Contractors non-compliance with statutory obligations.
19) The Contractor shall maintain a muster roll, wages register of all men employed by them and all other documents and submit it to Institute on the 1 st of every month for the previous month or as necessary for inspection. The Contractor shall provide all facilities for inspection/books/personnel on demand by INSTEM or any Statutory Authority.
20) The Contractor should provide PF A/c number, ESI card and photo identity card to contract employees posted at INSTEM. This should be done immediately but not later than one month from the date of signing joint agreement. The Contractor should ensure that the contract employees display this card prominently.
21) Service Provider should have its own contract support at Bangalore.
Mandatory:
1) The bidder should submit signed copy of partnership firm/partnership deed, if any.
2) The Bidder should be having adequate manpower, technical competence, equipment etc. to smoothly executed the work.
3) The contractor should have a Registered Office/Branch in Bangalore.
4) The contractor should also intimate official E-mail address and telephone no. for all communication in order to avoid loss of time. All communications from INSTEM shall be sent by E-mail/speed post.
5) The contractor may also submit 'Quality Plan'.
6) Offers of Bidders who are under suspension/banned/black-listed by any PSU/Govt. Department /PSU Banks/Govt. Autonomous bodies or otherwise shall not be considered. Further, if any of the partners/directors of the contractor's organization /firm is blacklisted or having any criminal case against him, his tender shall not be considered. An Undertaking to this effect should be submitted.
7) INSTEM reserves the right to request for any further documents/certificate/clarification from the bidder/contractor relevant to above qualifying criteria and the same must be submitted within stipulated time of receipt of any such communication from INSTEM, failing which suitable action shall be taken by INSTEM.
SCOPE OF WORK:
1) Assisting with the general stores function, receiving and issuing goods.
2) Open each received box and all received items to examine them for defects or damages, Check-in materials and match purchase orders with received items.
3) Checking and unloading deliveries safely in the correct areas.
4) Assist in checking stock against packing slips or invoices determining if there are any shortages, damages, missing goods etc.
5) Report any damaged items to the supervisor immediately.
6) Assist in counting all received items to ensure that required quantity has been received.
7) Assist in recording the number of materials received.
8) Make arrangements for items to be properly stacked on shelves by rearranging items to ensure appropriate space.
9) Place stock in designated storage areas.
10) Ensure that items are appropriately placed on shelves and racks according to their types and sizes.
11) Label each item according to labelling guides provided by the Stores keeper.



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12) Issues of items against stores requisition.
13) Assists in counting and recording inventory.
14) Carries physical verification of stores.
15) Assist in creating reports about materials moved.
16) Operating and maintaining photocopier machine.
17) Assist in maintaining records in proper order.
18) Keeping record in prescribed manner.
19) Pull out record as and when required.
20) Reordering the documents in relevant files.
21) General cleanliness and upkeep of the section and ensuring the work place is hygienic and clean.
22) Ensure cleanliness and maintenance of the warehouse on a constant basis
23) Maintaining the outside area of the stores and yard in a safe clean and tidy condition
24) Assists in keeping stockroom, warehouse and loading area in a clean and orderly condition
25) Carrying files/documents and other papers to the official concerned within the campus.
26) Stock update and maintaining records of CO2 and N2 cylinders.
27) Based within Stores, work will vary from office administrative duties through to manual handling both inside and outside in all weather conditions. Overtime may be required from time to time to issue fittings from the stores out of hours for emergency/unplanned works.
28) Folding of Corrugated boxes on daily basis from stores and moving it to designated place.
29) Assists in disposal of scrap items.
30) Cooperating with office staff to maintain proper interaction and a friendly environment within the campus.
31) Daily routine store work.
32) Any other work assigned by the superior authority.
Other Responsibilities:
Need to assist during the time of procurement of Rectified spirit and travelling will be involved for a day or two.
Skills and Specifications:
Should be honest, respectful and trustworthy.
Contract Period
The Contract will be initially for a period of ONE year with a provision of one-year extension subject to evaluation of the performance of service provider/Contractor by INSTEM before end of first year contract. The performance of the service provider/Contractor will be evaluated every Three Months on a continuous basis and the extension /renewal of contract will be based on performance evaluated by INSTEM.

SCOPE OF WORK FOR SKILLED MAN POWER FOR ADMINISTRATIVE OFFICES-(2 Nos)

- 1) Assist in unloading vehicles and determining material and Unloading of bulk items
- 2) Check-in materials and match purchase orders with received and store at appropriate places as per the storage conditions.
- 3) Unpack shipments, categorize appropriately, Counting received items stock at proper location and arrange at appropriate place.
- 4) Ensure that items are appropriately placed on shelves and racks according to their types and sizes
- 5) Issuing of Inventory Stock items and Ensure the inventory is controlled and maintained with high quality for the purpose of audits
- 6) Periodic counts of store stock and physically inspecting/counting items.



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- 7) Verification of materials against Purchase orders.
- 8) Labelling Indenter names/Student name on the materials received against purchase orders.
- 9) Issuing materials to end user received against Purchase orders.
- 10) Forwarding purchase order bills to Accounts section with necessary documents after verification with purchase orders.
- 11) Conducting periodical checkup of uncollected materials
- 12) Collaborate with co-workers, supervisors, and personnel for a smooth workflow.
- 13) Adhere to all safety procedures and regulations
- 14) Performing all duties necessary to maintain Store cleanliness, which includes dusting as needed on a constant basis.

Follow-up and maintaining stock and refilling of gas (CO2 and N2) Cylinders

UNSKILLED: (2 Nos)

JOB RESPONSIBILITIES/SCOPE OF WORK:

- To provide support services to Hospitality & Services section for day-to-day operations and activities like Housekeeping, Hospitality, Catering and Guest house maintenance.
- Assisting Administrative Officer (Hospitality & Services) and Section Officer as and when required at Office.
- Any other general tasks assigned from time to time.



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ANNEXURE –B

**PROFILE OF EXPERIENCE IN ENGAGEMENT OF MANPOWER FOR ADMINISTRATIVE OFFICES
(PLEASE ATTACH ADDITIONAL SHEET, WHEREVER NECESSARY)**

1. Name and status of the Proprietor/ Director/ Partner :
 2. Qualification :
 3. Average age of the work men :
 4. Security experience in : Government / Public Sector / Research Institute/ Private Institution
 - a. Position held :
 - b. Reasons for leaving :
 - c. Length of service and designation in : each post (*attach additional sheet, if necessary*)
 - d. Do you have experience of running a system similar put to tender. If yes, please give details :
 5. a) Do you have a control room which is open round the clock. If yes what is the Name, phone No./Mobile No. & the level of person manning it :
 - c. In case of a sudden accident, fire or any emergency, what support in terms of resources your organization can provide? :
 6. Have you provided CAR Policy, All Risk Policy, Employees Liability Insurance, etc. in any of your contracts? If yes, give details. :
 7. If you think you have expertise in the work put to tender, please give a brief write up on that. :
 - Any other information :
 - Signature :
 - Name :
 - Designation :
 - Name & Address of the company with Seal :
 - Date :
- IMPORTANT**
- a. Please attach the Biodata of the persons who would be posted to INSTEM if work order is awarded.
 - b. Please enclose name, qualification, experience, etc., of persons.
 - c. Please obtain police clearance for people deployed at the Institute



ANNEXURE – C

IMPORTANT NOTE FOR THE BIDDER

1. The employees/workers to be deployed by the successful Bidder shall be qualified, properly trained and experienced to handle the services as outlined in the Scope of Work mentioned in Annexure "A". If such experienced hands are not available, either because the service is extremely specialized and only in-house training is possible, at least a certain percentage of employees/workers shall be experienced/trained who shall be able to impart training/expertise to others.
2. The Contractor shall provide the name, address and other details of personnel to be deployed by him. A Certificate stating that the Character and antecedents have been verified should also be furnished. A list of all the names shall be submitted at the beginning of the contract, along with a copy of each appointment order and whenever there is a change. No personnel will be changed unless INSTEM has asked for it or without advance approval of INSTEM.
3. The Contractor shall ensure that no contract employees nor anyone from his side use INSTEM transport to come to the workspot or return. The Contractor shall use emergency services like medical help and emergency vehicles of INSTEM in the event of any accident or emergency to his employees, though all responsibility for such accidents and any injury/death and or loss/damage will fully rest with the Contractor.
4. At any point of time, there must be a minimum of 90% attendance in each shift. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism less than 90% in shift shall be penalized including termination of the contract. Payment shall however be restricted to actual number of people as physically deployed in each month.
5. The Tenderer must indicate the deviation in Annexure-E, with reasons thereof. The deviations indicated by the tenderer shall be form the tender document issued by INSTEM. Deviations shall be valid only if it is accepted by INSTEM and forms part of the joint agreement.



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**ANNEXURE – D
 SCHEDULE OF EXPERIENCE OF LAST THREE YEARS**

Please furnish list of firms/offices where you have undertaken similar jobs (please use additional sheets, if necessary:)

Sl. No.	Name of the Company with full Address	Period		Contract Value (Rs.)	Contact person & phone Nos.
		From	To		
Signature					
Name					
Designation					
Name of the company					
Date					
Seal of the company					



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ANNEXURE – E
SCHEDULE OF DEVIATION FROM SPECIFICATIONS/CONDITIONS

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

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The bidder hereby certifies that the above mentioned are the only deviations from Technical Specifications / Commercial terms and conditions of this tender. (State NIL if no deviation is envisaged.)

Signature	
Name	
Designation	
Name of the company	
Date	
Seal of the company	



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**ANNEXURE- F
STATUTORY OBLIGATIONS**

The selected Contractor will strictly observe and follow the following statutory regulations/acts as well as any new rules/changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations. The successful bidder shall indemnify/is deemed to have indemnified INSTEM against all such liabilities which are likely to arise out of the Contractor's failure to fulfill such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the selected Contractor that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the Contractor appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all Contractors to cover all their employees/workmen cover by this tender with these cover/benefits.

1. The Contract Labour (Abolition & Regulation Act, 1970):

The selected Contractor shall obtain and produce license from the Labour Commissioner's office. They will maintain and submit to us for inspection on demand such records as Muster Roll, Payment Register, Advance Register, Fines Register, etc.

2. Payment of Wages Act:

It is necessary that the Contractor's employees are paid their wages payable for one month of working by 7th of the succeeding calendar month. The Contractor will receive payment from the Institute only after he has disbursed in full the wages payable to his employees. The wages shall be distributed in INSTEM premises and the Accounts Officer or one of the representatives from the Institute will be nominated to witness the disbursement of the wages, and sign the disbursement report.

3. Provident Fund Act:

The selected bidder shall cover their employees under the Provident Fund Scheme. The premia shall be paid as per existing rule partly deducted from their employees and the balance shall be by contribution from the successful bidder as indicated in Annexure B. Proof of such payment shall be submitted (including employee's and employer's contribution) every month as provided under Section 12 of the Act.

4. Employees State Insurance Scheme:

The successful bidder shall cover all their employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default.

5. Minimum Wages Act:

The successful bidder shall pay well above the minimum wages to each of their employees. Such rates shall be the rate implied or agreed between INSTEM and the Contractor.

6. Workmen's Compensation (ELI):

All employees/workers shall be covered for injury/death under Workmen's Compensation Act 1923 by an Employer's Liability Insurance in the name of the Contractor to cover all employees/workers employed by the Contractor in INSTEM. ELI premia is of the order of 3% on salary + DA subject to a maximum salary of Rs. 4,000/-.

7. Payment of Bonus Act, 1965:

Bonus shall be paid to all employees who have worked for a minimum of 30 days in the relevant accounting year. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year as per Bonus Act, 1965 and amendments from time to time.

8. Karnataka Labour Welfare Fund Act, 1965.

9. General :

Contribution towards PF, ESI & ELI shall be reimbursed to the Contractor only in succeeding months on submission of proof of having paid the premia/subscription. Premia towards ELI shall be paid to the Contractor on a pro-rata basis every month on submission of original policy and receipt. All premia/contribution/subscription collected towards such benefits shall be/shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the Contractor shall promptly inform INSTEM, which will suggest ways and means to put such unpaid amounts to proper use.

