

**INDIAN INSTITUTE OF SCIENCE EDUCATION
AND RESEARCH PUNE**



TENDER DOCUMENT

FOR

MANPOWER OUTSOURCING SERVICES

(Ministerial, Housekeeping, Technical Support, Gardening, Drivers etc.)

Dr. Homi Bhabha Road, Pune 411 008

INDEX

Sr. No.	Particulars	Page No.
1	Tender Notice	1
2	Instructions for online bid submission	3
3	Technical Bid	5
4	Financial Bid	9
5	Terms and Conditions of Tender	10
6	Covering Letter	16
7	Annexure-1 : Manpower Details	17
8	Annexure-2 : Affidavit	18
9	Annexure-3 : Acceptance certificate	19
10	Annexure-4 : Details of present and past client and staff deployed	20
11	Annexure-4 (A) : Draft Format of Client Certificate	21
12	Draft Agreement	22



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE
Dr. Homi Bhabha Road. Pune –411008
[www.iiserpune.ac.in]

TENDER NOTICE

[Advt. No. 01/2019: IISER-P/Admin_ Manpower /25.01.2019]

TENDER FOR MANPOWER OUTSOURCING SERVICES

(Ministerial, Housekeeping, Technical Support, Gardening, Drivers etc.)

Indian Institute of Science Education and Research Pune is an autonomous Institute under Ministry of HRD, Government of India.

The Director, IISER Pune invites online bids (**e-Tender in two bid system**) for Manpower Outsourcing Service (Ministerial, Housekeeping, Technical Support, Gardening, Drivers etc.) on contractual basis.

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website www.iiserpune.ac.in and bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender.

No manual bids will be accepted. Technical and Financial Bid should be submitted in the E-procurement portal. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.

Important Dates of Tender:

Sr.	Particulars	Date	Time
1	Date of Online Publication / Download of Tender	25/01/2019	15:00 hrs
2	Pre-Bid Meeting	31/01/2019	14.30 hrs
3	Bid Submission Start Date	05/02/2019	10:00 hrs
4	Bid Submission Close Date	14/02/2019	15:00 hrs
5	Closing date & time for Submission of original EMD & Tender Fee / Exemption Related Certificates, documents	14/02/2019	15:00 hrs
6	Opening of Technical Bids	15/02/2019	15:30 hrs

Pre Bid Meeting :

A Pre-bid meeting will be held at IISER Pune, Purchase Section, Dr. Homi Bhabha Road, Pune – 401008 on **January 31, 2019 from 14:30 hrs to 15:30 hrs (IST)**. All prospective bidders are requested to send their queries by email at purchase@iiserpune.ac.in so as to reach latest by **January 30, 2019**. During Pre-bid meeting the answers / clarifications to the queries will be made available and also uploaded on Institute website. No queries will be entertained after the Pre-bid meeting.

Amendment to Bidding Documents:

At any time prior to the due date for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders who have down loaded the Tender Document should surf Institute website from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the website of the Institute and all prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.

The Director, IISER Pune reserves the right to award contract for services either to one party or more than one party. He also reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and not bound to accept the lowest tender keeping in view the Interest of the Institute. The decision of the Director, IISER Pune in this regard shall be final and binding on all.

REGISTRAR

INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website www.iiserpune.ac.in . The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION :

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

SEARCHING FOR TENDER DOCUMENTS :

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS :

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS :

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
4. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
5. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
6. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
7. Financial Bid to be submitted in PDF format.

ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593.**

TECHNICAL BID

TENDER FOR MANPOWER OUTSOURCING SERVICES

(Ministerial, Housekeeping, Technical Support, Gardening, Drivers etc.)

PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE

OF THE TENDERING AGENCY / FIRM / COMPANY

Ref.: Advertisement for Tender published in the _____ dated _____ in connection with providing Manpower Outsourcing Services (Ministerial, Housekeeping, Technical Support, Gardening, Drivers etc.) at IISER Pune on contract basis.

Sr.	Particulars	Mention Details
1	Name of the agency / firm / company	
2	Registered address of the agency / firm / company Land Line No Mobile No Email (Submit proof of address – Copy of Latest Corporation Tax Receipt OR copy of latest Land Line Telephone Bill OR copy of latest Electricity Bill OR Copy of Lease Agreement etc.)	
3	Address of the Pune office of the agency / firm / company (if any) . Land Line No Mobile No Email (Submit proof of address – Copy of Latest Corporation Tax Receipt OR copy of latest Land Line	Yes / No Submitted / Not Submitted

Sr.	Particulars	Mention Details
	Telephone Bill OR copy of latest Electricity Bill OR Copy of Lease Agreement etc.)	
4	Legal status – Individual / proprietary / partnership firm / limited company / corporation, etc.) (Submit Copy of the appropriate registration certificate)	Legal Status : _____ Submitted / Not Submitted
5	Name, designation, and details of contact person. Land Line No Mobile No Email	
6	Month and Year of commencement of manpower supply business.	
7	Statutory details of agency / firm / company (Photocopies of the Registration Certificate / Allotment letter issued by the concerned authority to be submitted): 1] Registration number of the firm. (Issued under Shops and establishment Act) and date of issue. 2] In case of company, registration number issued by Registrar of Companies and date of issue. 3] Permanent Account Number (PAN). 4] GST – Registration number. 5] Registration number issued by Regional Provident Fund Commissioner and date of issue. 6] Registration number issued by Employees State Insurance Corporation and date of issue. 7] Profession Tax registration number.	
8	Agency / firm / company should have an annual turnover of at least Rs. 50 lakhs in the Manpower Outsourcing business alone for each of the last 3 financial years. Turnover Certificate specifically having details of Manpower Outsourcing business alone duly certified by the Chartered Accountant to be submitted.	Financial Year - 2015-16 : Rs. _____ Financial Year - 2016-17 : Rs. _____ Financial Year - 2017-18 : Rs. _____
9	Agency / firm / company should have at least 3 years of experience in providing manpower services (Ministerial, Housekeeping, Technical Support, Gardening, Drivers etc.) to Central Government Organizations / Central Government	Yes / No

Sr.	Particulars	Mention Details
	<p>funded Autonomous Bodies / Central Government funded Academic Institutions / Central Government funded Research Laboratories / Central Government funded Research Institutes</p> <p>Submit details of present and past clients in the format provided (Annexure-4. Please use separate sheet if required). Please attach client certificates on their letterhead which should have details about the type of manpower provided (Ministerial, Housekeeping, Technical Support, Gardening, Drivers etc.), a period of the contract awarded, number of persons deployed on site and its category. Certificate/s having inadequate details shall not be considered and the bid shall be liable for rejection.</p>	Submitted / Not Submitted
10	<p>Agency / firm / company should have provided at least 75 contractual staff out of which at least 40 should be Housekeeping in a single contract at one site in Central Government Organizations / Central Government funded Autonomous Bodies / Central Government funded Academic Institutions / Central Government funded Research Laboratories / Central Government funded Research Institutes for a minimum period of one year (including continuous extensions) at any time in last three years as on the closing date of the tender</p> <p>Submit details of present and past clients in the format provided (Annexure-4. Please use separate sheet if required). Please attach client certificates on their letterhead which should have details about the type of manpower provided (Ministerial, Housekeeping, Technical Support, Gardening, etc.), a period of the contract awarded, number of persons deployed on site and its category. Certificate/s having inadequate details shall not be considered and the bid shall be liable for rejection.</p>	Yes / No Submitted / Not Submitted
11	<p>In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head.</p>	Submitted / Not Submitted / Not Applicable
12	<p>Submit details regarding financial resources, fixed and movable assets on letter head.</p>	Submitted / Not Submitted
13	<p>Submit affidavit in the prescribed format (Annexure-2) on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public</p>	Submitted / Not Submitted

Sr.	Particulars	Mention Details
14	Submit acceptance certificate (Annexure-3) on a letter head in the prescribed format.	Submitted / Not Submitted
15	All pages of the tender and draft agreement signed?	Yes / No
16	Tender Fee (Non Refundable) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months validity (To be submitted with Technical Bid) Refer terms and conditions of tender.	No._____ dated_____ for Rs. 5,000/- (Rupees Five thousand only) drawn on (name of the Bank)_____ in favor of Director, IISER Pune payable at Pune
17	Earnest Money Deposit (EMD) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months validity (To be submitted with Technical Bid) Refer terms and conditions of tender.	No._____ dated_____ for Rs. 1,00,000/- (Rupees One Lakh only) drawn on (name of the Bank)_____ in favor of Director, IISER Pune payable at Pune.

Place: _____

Date: _____

Signature of Tenderer

Name & seal of contracting agency/firm/company

FINANCIAL BID

Supply of manpower as per “Annexure-1”. Only administrative charges are to be quoted. Institute shall bear the liability of applicable Tax and other statutory charges as applicable from time to time on the bills payable by the Institute. TDS will be recovered as per the prevailing rate on gross billed amount.

RATES: - ADMINISTRATIVE CHARGES _____% age (In words _____) of
monthly CTC of employees.

[If an agency / firm / company quote NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered]

DATE: _____

SIGNATURE OF TENDERER WITH
Name & Seal of contracting agency/firm/company

1. TERMS AND CONDITIONS FOR TENDER :

- Scanned copy of Tender Fee and EMD in favour of The Director, IISER Pune must be uploaded with the Technical Bid.
Agency / firm / company exempted from payment of Tender Fee / EMD must upload requisite documents in support of their claim.

Tender Fee, EMD OR Exemption Related Certificates / Documents are also needs to be submitted in original in a sealed envelope by due date at the following address with covering letter having tender details :

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

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

- At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility etc.
 - Bidders Technically disqualified shall be intimated.
 - The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee.
 - The tender is not transferable under any circumstances.
 - Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
 - Tender in any form other than the prescribed form issued by IISER Pune shall not be considered and will be summarily rejected.
 - Earnest Money Deposit (EMD) of Agency / Firm / Company who withdraws tender during the intervening period shall be forfeited.
- 2. SCOPE OF WORK:-** Providing contractual manpower (Ministerial, Housekeeping, Technical Support, Gardening, Driver etc. - Male/Female) as per requirement of the Institute from time to time as per “Annexure-1”.
1. Payment of Salary as paid by the Institute.
 2. Depositing Employee & Employer contribution of PF, ESIC to the respective authorities on time.
 3. Payment of statutory payments i.e. GST, Profession Tax etc to the respective authorities on time.
 4. Police verification of contractual manpower deployed shall be carried out by the contractor on its own cost.
 5. Issue of Identity card to contract employees deployed on site on its own cost.

6. Supply of two pairs of uniforms (all weather) and shoes per year free of cost. If, during the period of contract the uniform is torn, it shall be the responsibility of the Contractor to supply another uniform to the employee free of cost on the basis of wear & tear
7. Facilitate opening of PF, ESIC account with the respective authorities and opening of Bank account in SBI, NCL Branch of all its employees deployed on site.
8. Facilitate settlement of ESIC Claims of the employees deployed on site without any charge.
9. The contractor shall provide periodic training to staff on its own cost.
10. The Contractor should have an Investigation cell to carry out Investigation of thefts, accidents or any other matter required from time to time.
11. Carry out any other job assigned by the Authorities of the Institute or his Designated Official.

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

The Competent Authority may allot the contract in full or a part of such contract to the next firms out of the panel available with it at any time in the event of non-compliance or breach of any terms and conditions of this contract by the working contractor or otherwise if it is deemed fit to do so in the public interest in order to ensure effective supply/supervision of these services by more than one contractor even after the award of contract.

4. GENERAL TERMS AND CONDITIONS

1. Bidders should have applicable licenses from State/Central authorities.
2. Agency must fulfill all the requirements given in the Technical Bid and terms and conditions of the tender.
3. Photocopies & supporting documents submitted should be legible.
4. The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by this Institute on stamp papers of appropriate value. The cost of the stamp paper shall be borne by the successful tenderer.
5. Within 30 days from the date of issue of the award of contract, Contractor will apply to the Labour Commissioner for obtaining a labour License and will submit a copy of license to Administration Section. It will be the responsibility of the contractor to renew it on time and also obtain fresh license as per requirement whenever number of contractual employees are increased beyond the given number.
6. On award of contract, the contractor shall deploy required number of staff on the date of commencement and submit names, parentage, residential address, AADHAR, date of birth within 7 days from the date of deployment.
7. The manpower proposed to be deployed by the Contractor shall be subject to screening by the Institute to ascertain their suitability and skills. Further, manpower to be deployed shall be at the mutual consent and discretion of the Institute. Before deploying a staff in the Institute the Contractor shall furnish complete particulars and obtain written approval of the designated Official of the Institute.
8. During the contract, the contractor shall deploy required number of personnel to provide the said services and immediately communicate their names, parentage, and residential address, date of birth, PF & ESIC Registration Number, AADHAR No. etc. within 10 days from the date of their deployment or communicate any change about it

from time to time. Contractor shall also deploy appropriately educated supervisory personnel to supervise cleaning and other work of housekeeping staff.

- 9. The Contractor shall provide a Bank Guarantee equivalent to one month wage bill within 15 days from the date of signing the agreement valid for the contract period plus two months which shall be used in case Contractor fails to pay its staff or in case of violation of any of the terms and conditions of the contract or in case of any default. It shall be renewed from time to time as per the further renewals / amendment of the contract (if any).**
- 10. As and when billing amount increases by 10% over and above the Bank Guarantee already held with the Institute during the contract, the contractor shall submit additional bank guarantee of enhanced bill amount valid for the remaining period of contract plus two months.**
- 11. The Contractor shall deposit an amount of Rs.5,00,000/- as interest free Security deposit within 15 days from the date of signing the agreement in the form of demand draft drawn in favour of "Director IISER Pune" for the duration of the contract plus two months. This deposit is taken for the purpose of Uniforms which needs to be provided by the Contractor at his own cost to its Contractual employees deployed on site. If contractor fails to provide uniforms as stated in the scope of work, Institute shall forfeit this deposit. On satisfactory conclusion of contract, the said deposit shall be refunded to the contractor.**
12. The Director, IISER Pune shall have absolute right and authority for the suspension/ revocation of said security/bank guarantee in case of breach of any clause of the Agreement by giving prior notice.
13. A penalty @ 1% of the monthly value of contract shall be imposed for non-commencement of work within the stipulated period after the issue of award letter for every week or part thereof for the delay in the commencement of the contract.
14. The decision of the Director, IISER Pune with regard to the determining of quality of work/services done by the contractor or his employees shall be final and acceptable to the contractor. The Director, IISER Pune reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.
15. For the purpose of proper identification of the staff of the Contractor deployed by him at various places of IISER Pune, the Contractor shall issue them identity cards at his own cost and his employees are duty bound to display the identity cards during duty hours.
16. The Contractor will ensure that his contractual employees are medically fit and free from communicable disease.
- 17. The antecedents verification of the person to be provided by the Contractor will be got verified from the appropriate authority by the Contractor at his own cost and level.**
- 18. The contractor shall provide to all employees two sets of uniform, shoes etc. per year free of cost and also replace the same as and when required free of cost. The wearing of uniform during duty hours is compulsory.**
19. The Director, IISER Pune or any other officer(s) so authorized by him shall be at liberty to carry out any surprise check on the working of the employees so deployed by the Contractor in order to ensure that the required numbers of employees are deployed and that they are doing their duties satisfactorily.
20. The manpower deployed by the Contractor for the execution of the contract shall be the employees of the contractor for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and the Institute either implicitly or explicitly.
21. The contractual employees so deployed shall be under the overall control and supervision of the Contractor and the contractor shall be liable for payment of their wages etc. and all other dues within the stipulated time which the Contractor is liable to pay under the various Labour Regulations and other statutory provisions. IISER Pune shall be absolved from any such liability at its own level.
22. The contract cannot be transferred or assigned by the contractor to any other person/ firm.

23. The cleaning material and tools required for execution of job shall be provided by the Institute.
24. **WAGES:** - The Contractor shall pay basic monthly wages, allowances plus statutory charges (EPF/ESI) for all its employees as per the minimum wage rate fixed by Central Government / State Government or as per the wages fixed by IISER Pune whichever is higher approved by the IISER. The contractor shall provide full information in respect of the wages etc. paid by him to its employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under.
25. The contractor shall furnish details of disbursement of salary to the designated official of the Institute within 5 days from the date of disbursement i.e. last working day. This obligation is imposed on the contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed under the various Labour Laws. He will maintain attendance registers, individual's ledger/wage book, issue wage slip, publications of scale of wages and terms of employment.
26. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act., EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, be responsible for the deposit of employee's and employer's share of statutory contributions with the ESI/EPF authorities at his own level and maintenance of such record as per rules. He will furnish proof of deposit of such contributions to the designated official of the Institute along with wage bill for the next month. Wherever possible contractor shall deposit the PF, ESIC Contribution of the contractual employees deployed on site separately to have exclusive record of Electronic Challan cum Return (ECR).
27. Contractor shall arrange to open EPF/ESI accounts etc. of all the employees deployed by him at IISER Pune. In case of failure on the part of contractor to deposit EPF/ESI etc. with the concerned authorities within the stipulated period the contractor shall be liable to pay penalty so imposed by the IISER authority.
28. The Contractor shall be responsible for all injuries and accidents to Persons employed by it. Contractor will also cover, through an Insurance Policy, its personnel for personal accident whilst performing the duty at his own cost.
29. Contractor will also facilitate opening of salary account of all contractual staff at State Bank of India, NCL Branch for payment of salary.
30. The contractor will submit wage bill as per details/table given below :-
- Name of the company-
 - Annual contract for the Manpower Services :
 - Authority No. & Date-
 - Date of commencement of the contract-
 - Wage Bill for the month _____
 - Bill No. _____ & Date _____

Sl. No.	Name of worker	Empl. Code No.	EPF No.	ESI No.	@ Basic/ Minimum Wages	Days	Wages	HRA,LW W, National Holidays, Bonus etc.	Employee's		Carry Home Salary	Employer's Share		
									EPF 12 %	ESI 1.75 %		EPF 12 %	EDL I 1%	ESI 4.75 %

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

- Wage bill has been generated as per the attendance record maintained on site.
- Deduction Schedule showing the individual details of deductions of EPF, ESI to be tallied with the wage rate.
- The contractor will raise bill for all contract workers once in a month no supplementary bill will be submitted thereafter.

- No person(s) has/have been engaged on contract basis in this Institution without the prior approval of the competent authority.
- Following documents needs to be submitted along with the monthly wage bill from second months onwards :
 - a. Copy of bank scroll / bank challans as a proof of deposit of salary for previous month.
 - b. System Generated challans & ECR for payment of employee / employer contribution to EPF, ESI etc.

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

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

SR.	ACTIVITY	WHO	TURNAROUND TIME
1	Raising of Attendance to IISER, Pune	Agency	20th of every month
2	Verification of Attendance	IISER Pune	22nd of every month
3	Raising of Invoice to IISER Pune	Agency	24th of every month
4	Release of Payment	IISER Pune	28th of every month
5	Salary Disbursal	Agency	Salary should be credited to individual a/c maintained at SBI, NCL Branch on last working day of every month

33. The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS on the total bill as per provision of the Income Tax Act, or as applicable from time to time.

34. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc., and the Contractor shall report the compliance thereof to the Designated Official of the Institute. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.

35. The Contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of its employees so deployed for the preservation of peace and protection of persons and property of the Institute.

36. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the contractor shall take suitable action against such employee on the direction of the Designated official of the Institute or any other officer so authorized by it in this regard.

37. In case of any complain/defect pointed out by the Institute authorities, the Contractor shall immediately replace the person so deployed.

38. **LEAVE:** - The Contractor shall deploy his employees in such a way that they get weekly rest and other holidays, if admissible under various laws, which may be applicable in this regard. Leave Reserve in the ratio of 1:6 for weekly rest and other holidays will be provided from within the sanctioned strength and no extra charges shall be claimed in this regard.

39. The Institute shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.

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

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

1. On giving one month notice by IISER Pune. OR

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

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

In case of extension beyond initial period of one year, contractor will have an option to conclude the contract by giving three months notice in writing during the contract period.

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

6. **Last Payment:** The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.

Advt. No. 01/2019: IISER-P/Admin_ Manpower /25.01.2019

Registrar

(COVERING LETTER)

(To be submitted along with technical bid on letter head)

The Registrar

Indian Institute of Science Education and Research,
Dr. Homi Bhabha Road,
Pune 411 008

**Subject: Tender for Manpower Outsourcing Services
(Ministerial, Housekeeping, Technical Support, Gardening, Drivers etc.)**

Reference: Tender Notice published in Daily newspaper / Institutes website / CPP Portal dated _____,

Sir,

With respect to the tender notice published in above mentioned Daily newspaper / Institutes website / CPP Portal, I / We hereby submit my / our tender in a required format.

I / We will adhere to the requirements prescribed by IISER Pune. I / We have carefully gone through the requirements, evaluation criteria, terms and conditions and prescribed formats carefully and I / We accept the same without any alterations/modifications.

Yours Sincerely,

Signature, Name and seal of contracting agency/firm/company

ANNEXURE – 1

Sr. No.	CATEGORY OF CONTRACTUAL MANPOWER	APPROXIMATE NUMBER (May change as per the requirement)	MINIMUM QUALIFICATION AND EXPERIENCE
1	Ministerial Staff (Support Staff in varies sections of the Institute.)	5-10	As per the Institute norms
2	Housekeeping Staff (Male / Female)	90-100	Minimum 4 th / 7 th Pass
3	Gardening Staff (Male / Female)	20-25	7/10 th pass with Certificate in the relevant area. Minimum 2 years experience
4	Technical Staff (AC operators, Electricians, Plumbers, Carpenters etc,	45-50	As per the Institute norms
5	Driver	7-9	7/10 th pass with Driving License (T). Minimum 2 years experience of driving passenger vehicles.

(To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public)

(To be submitted along with technical bid)

AFFIDAVIT

I/We (Name) _____ Contractor/Partner/Sole Proprietor (strike out which is not applicable of (Firm) _____ do hereby solemnly affirm and declare that the individual/firm/companies are not black listed by any Government Department / Autonomous body / Private Organization.

DATE, THE day of 2019

DEPONENT

ADDRESS _____

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

DATE, THE day of 2019

DEPONENT

ACCEPTANCE CERTIFICATE

(To be submitted along with technical bid on letter head)

I..... (Designation)..... of

(Name of the Company)

Have read and understood and hereby accept the terms and conditions of the tender and agreement for the Manpower Services (Ministerial, Housekeeping, Technical Support, Gardening, Driver etc.).

Signature of Authorized Signatory

Company Seal / Stamp

Date:

Place:

DETAILS OF PRESENT AND PAST CLIENT AND STAFF DEPLOYED
 (If required use separate sheet without changing the format)

Please attach client certificates on their letterhead which should have details about the type of manpower provided (Ministerial, Housekeeping, Technical Support, Gardening, Driver etc.), a period of the contract awarded, number of persons deployed on site and its category. Certificates having inadequate details shall not be considered and the bid shall be liable for rejection (Please use separate sheet if required).

Name & Address of Client (s) (Do not use abbreviations)	Period (From – To) (DD/MM/YYYY Y)	Total Contractual Staff Deployed	No. of Housekeeping staff deployed	No. of Technical staff deployed	No. of Ministerial staff deployed	No. of Gardening staff deployed	Drivers	No. of any other kind of staff	Remarks (if any)

Signature of the Contractor or his authorized signatory with seal of the Agency/firm

DRAFT FORMAT OF CLIENT CERTIFICATE
(To be given on client’s letter head)

Date : February __, 2019

TO WHOMSOEVER IT MAY CONCERN

This is to certify that (Name of Agency)_____ is / was engaged by us for manpower outsourcing services with effect from_____ to _____.

Details of the manpower provided by the Agency are as under:

Sr	Type of Manpower	Period (DD/MM/YY)		Number of employees deployed on site
		From	To	

During the period of contract, services provided by the Agency has been : Poor / Satisfactory / Good / Very Good / Outstanding (Strike out whichever is not applicable)

Signature of Authorized Signatory

Name : _____

Designation : _____

Company Seal / Stamp

DRAFT AGREEMENT
(To be finalized on award of contract)

AGREEMENT

This agreement has been signed on this ____ day of _____, 2019 at Pune

BETWEEN

Indian Institute of Science Education and Research Pune having its Office premises at Dr. Homi Bhabha Road, Pune - 401008 (hereinafter referred to as **INSTITUTE**) being “The Party of the First Part”.

AND

M/s _____, having its registered office at _____ (hereinafter referred to as **CONTRACTOR**) being “The Party of the Second Part”.

Whereas **INSTITUTE**, an Autonomous organization, under the Ministry of Human Resource Development, Govt. of India is in requirement to arrange the contractual manpower as necessary.

Whereas **CONTRACTOR** is engaged and running the business of Manpower Outsourcing Services (Ministerial, Housekeeping, Technical Support, Gardening, Driver etc.) to the Central Government Organizations / Autonomous Institutions / Academic Institutions / Research Laboratories / Research Institutes etc.

AND WHERE AS **CONTRACTOR** undertakes to provide the requisite number of temporary Ministerial, Housekeeping, Technical Support, Gardening, Dirver etc. personnel as per terms and conditions agreed upon by both the parties.

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

TERMS AND CONDITIONS :

- 1.** Duration of the contract shall be initially for a period of 12 months effective from _____ to _____, subject to appraisal and review by the Institute authorities from time to time.
- 2.** The contract can be extended beyond one year up to three years based on satisfactory performance with the approval of the competent authority of the Institute.

3. The Contractor shall **provide a Bank Guarantee equivalent to one month wage bill within 15 days from the date of signing this agreement valid for the contract period plus two months** which shall be used in case Contractor fails to pay its staff or in case of violation of any of the terms and conditions of the contract or in case of any default. It shall be renewed from time to time as per the further renewals / amendment of the contract (if any). Amount of bank guarantee shall be worked out considering the wages fixed for various category of manpower multiplied by number of contractual employees of the respective categories.
4. As and when billing amount increases by 10% over and above the Bank Guarantee already held with the Institute during the contract, the contractor shall submit additional bank guarantee of enhanced bill amount valid for the remaining period of contract plus two months.
6. The Contractor shall **deposit an amount of Rs.5,00,000 as interest free Security deposit within 15 days from the date of signing the agreement in the form of demand draft drawn in favour of “Director IISER Pune”** for the duration of the contract plus two months. This deposit is taken for the purpose of Uniforms which needs to be provided by the Contractor at his own cost to its Contractual employees deployed on site. If contractor fails to provide uniforms as stated in the scope of work, Institute shall forfeit this deposit. On satisfactory conclusion of contract, the said deposit shall be refunded to the contractor.
7. Terms and conditions, requirements, obligations as enumerated in the Tender document shall also be part of this agreement unless otherwise specifically stated here.

8. Payment terms :

- a. The Institute shall on monthly basis reimburse monthly total cost of manpower deployed at the Institute premises by contractor as given in **Annexure-1**.
- b. The total cost shall be worked out by the Institute based on minimum wages decided by the Institute as per the Govt. of India Norms.
- c. The Administrative charges payable by the Institute shall be _____ **% of total CTC per month.**

The contractor will submit wage bill as per details/table given below (subject to improvement) as approved by the Designated official of the Institute :-

- 1] Name of the company-
 2] Annual contract for the Manpower Services :
 3] Authority No. & Date-
 4] Date of commencement of the contract-
 5] Wage Bill for the month _____
 6] Bill No. _____ & Date _____

Sl. No.	Name of worker	Empl. Code No.	EPF No.	ESI No.	@ Basic/ Minimum Wages	Days	Wages	HRA,LWW, National Holidays, Bonus etc.	Employee's		Carry Home Salary	Employer's Share		
									EPF 12%	ESI 1.75%		EPF 12%	EDLI 1%	ESI 4.75%

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

- Wage bill has been generated as per the attendance record maintained on site.
- Deduction Schedule showing the individual details of deductions of EPF, ESI to be tallied with the wage rate.
- The contractor will raise bill for all contract workers once in a month no supplementary bill will be submitted thereafter.
- No person(s) has/have been engaged on contract basis in this Institution without the prior approval of the competent authority.
- Following documents needs to be submitted along with the monthly wage bill from second months onwards :
 - c. Copy of bank scroll / bank challans as a proof of deposit of salary for previous month.
 - d. System Generated challans & ECR for payment of employee / employer contribution to EPF, ESI etc. Wherever possible contractor shall deposit the PF, ESIC Contribution of the contractual employees separately to have exclusive record of Electronic Challan cum Return (*ECR*).
- d. GST as applicable on the wage bill shall be paid by the Institute
- e. In the event of revision of wage rates by applicable authority at any time, the same will be accordingly revised with the approval of the competent authority of the Institute.
- f. The Contractor is under obligation to submit PF, ESI and GST challan of the previous month along with the current bill raised. The reimbursement of the monthly bill of the respective head would be subject to the submission of the respective PF, ESI and GST monthly challan by the Contractor. Failing to submit the challan as stated, penal deduction of Rs. 3000/- per day from the due date shall be levied on contractor
- g. Administrative charges will be withheld if contractor defaults on this aspect consecutively for two months, written notice shall be given to the contractor for termination of contract.
- h. Schedule of processing of monthly bill will be as follows:

SR.NO	ACTIVITY	WHO	TURNAROUND TIME
1	Raising of Attendance to IISER, Pune.	Contractor	20 th of every month
2	Verification of Attendance	IISER, Pune	22 nd of every month
3	Raising of Invoice to IISER, Pune	Contractor	24 th of every month
4	Release of Payment	IISER, Pune	28 th of every month
5	Salary Disbursal	Contractor	Salary to be credited to individual a/c maintained at SBI, NCL Branch on last working day of every month

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

Any delay subsequent to reimbursement of payment by the Institute beyond the given date in disbursement of salary by the contractor will invite Contractor to pay penalty of Rs. 2000/- per day.

The contractor will deposit the wages and allowances in individual's bank account after taking the administrative charges. PF, ESI, GST and other statutory component shall be deposited by the contractor with the respective agencies. The contractor shall submit the bank deposit slip of payment of wages to its staff deployed at IISER acknowledged by the bank to IISER Administration on last working day of the month

Statutory Obligations

- a. It is obligatory on Contractor to comply with all provisions/ rules/ regulations under various contract labour Acts and regulations.
- b. Institute will not be responsible for any violation/ contravention of the aforesaid laws, rules and regulations. Institute incurring damage due to the non-compliance of the aforesaid laws by the Contractor shall be indemnified by the Contractor to the extent of loss suffered due to the said violations.
- c. Contractor shall abide by all laws of the land including, Labour Laws (Payment of wages, ESI, PF, BONUS, Income Tax, GST or any other extra taxes levied by the Government) Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Contractor, and it shall not involve the Institute in any way what-so-ever.
- d. The Contractor shall in no case pay its employees less than the wages plus applicable allowances being paid by Institute as principle employer per month. The payment should be made on last working day to staff by crediting into their respective bank account maintained at State Bank of India, NCL Campus Branch, Pune: 401008 and a record of that should be kept in a register which may be examined by the Institute at any time.
- e. Contractor will apply to the Labour Commissioner for obtaining a labour License and will submit a copy of license to Administration Section within 30 days from the date of award of contract. It will be the responsibility of the contractor to renew it on time and also obtain fresh license as per requirement whenever number of contractual employees are increased beyond the given number.

4. Interference

In case activities of Contractor staff are found harmful to the interest of the Institute, then the Contractor shall be under obligation to change the staff deployed. Any loss or damage to the property of the Institute caused by Contractor staff will be compensated by the Contractor only.

5. Relationship

The contract will be on 'Principal to Principal' basis and cannot be transferred or assigned by the contractor to any other person/ firm. If any liability, in terms of order, award, or decree is fastened on the Institute regarding employment of Contractor staff with Institute, the said liability can be adjusted by the Institute from the bills payable to the Contractor.

6. General

1. The contractor will certify on the bill that the monthly wage bill of his all categories of contractual employees deployed by him in this Institute is complete and no person has been left and no supplementary bill will be submitted thereafter.
2. In addition, the Institute will have liberty to increase/decrease the total number of staff by giving a **days notice** to the Contractor. The Contractor should take prior approval of the competent authority of the Institute before deploying staff in the Institute.

3. The Contractor shall be responsible for all injuries and accidents to Persons employed by it. Contractor will also cover, through an Insurance Policy, its personnel for personal accident whilst performing the duty at his own cost.
4. The Contractor shall be responsible for the good conduct and behavior of its staff. If any staff of the Contractor is found misbehaving with the supervisory staff or any other staff member/student of the Institute, it shall terminate the services of such staff on the recommendation of the Officer designated by the Director, IISER Pune. The Contractor shall issue necessary instructions to its staff to act upon the instructions given by the supervisory staff of the Institute.
5. The Contractor shall not appoint any Sub-Company/Agency to carry out any obligation under the contract.
6. The Contractor shall take day to day instructions from the Designated Officer/s or his/her Deputy, in his absence, of the Institute.
7. **Physical Standards and Qualifications: The employees of the Contractor shall be of Good character and of sound health.**

a. Ministerial Staff :

Qualifications : As per the requirements of the Institute
 Experience : As per the requirements of the Institute
 Age : As per the requirements of the Institute

b. Housekeeping Staff :

Qualifications : Minimum 4th / 7th pass
 Experience : Minimum one year
 Age : Minimum 19 years.

c. Housekeeping Supervisor :

Qualifications : Minimum 12th pass
 Experience : Minimum 5-6 years
 Age : Minimum 25 years

d. Technical Staff (AC Operators, Electricians, Plumbers, Carpenters etc.):

Qualifications : As per the Institute Norms
 Experience : As per the Institute Norms
 Age : As per the Institute Norms

e. Gardening Staff :

Qualifications : 7/10th pass with Certificate in the relevant area
 Experience : Minimum Two Years
 Age : Minimum 20 years

f. Driver :

Qualifications : 7/10th pass with Driving License (T)
 Experience : Minimum Two Years
 Age : Minimum 20 years

8. It is desirable that housekeeping staff provided should have knowledge of handling mechanized housekeeping gadgets.
9. Staff should have working knowledge of Marathi and Hindi however staff having knowledge of English language may be preferred.
10. The Contractor shall provide the details of the staff, proposed to be deployed viz., their name, father's name, DOB, residential address, Telephone number, AADHAR No., recent passport size photograph in the form of a data base in both hard & soft form and also provide a local police clearance certificate. Antecedents' verification through police is mandatory in respect of all staff employed. The same shall be submitted to IISER Administration.
11. The Contractor shall maintain an Occurrence Book which will be made available to the designated official of the Institute.

12. The manpower proposed to be deployed by the Contractor shall be subject to screening by the Institute to ascertain their suitability and skills. Further, manpower to be deployed shall be at the mutual consent and discretion of the Institute. Before deploying a staff in the Institute the Contractor shall furnish complete particulars and obtain written approval of the designated Official of the Institute.
13. Institute reserves the right to ask the Contractor to remove any person deployed, without assigning any reason/ notice.
- 14. The Contractor shall supply trained manpower. The Contractor shall also undertake at its own expense in consultation with the Institute, a Continual updating of skills and processes and procedure to be followed for the Staff provided to the Institute by organizing suitable training schedules for them. The Contractor shall also provide a tentative schedule /plan for training its staff for one year. A proper record of the training of its staff shall be maintained by the Contractor. The Contractor will also include the training and updating skills of its staff in consultation with the Officer/s of the Institute at no additional expense to the Institute. The Institute may agree to provide Space/Lecture Hall for such training Program.**
15. The staff provided by the Contractor shall also be trained on the existing Fire detection and Alarm system and Fire Fighting Systems installed in the Institute. In case of an outbreak of fire they should be able to undertake fire fighting operations. The Staff selected for deployment will compulsorily undergo ON-SITE Training for at least 03 days under Contractor's arrangements and expense.
- 16. The Contractor shall supply two pairs of uniforms (all weather) per year free of cost with Name plate to the staff deployed by it. The Institute shall not allow employee of the Contractor to work inside the Institute without uniform. If during the period of contract the uniform is torn, it shall be the responsibility of the Contractor to supply another uniform to the person free of cost on the basis of wear & tear and ensure that the persons wear neat and clean uniform while they are on duty in the Institute. The Contractor shall provide the Identity card to each employee working counter signed by the designated officer of the Institute.**
17. Contractor's staff will not be allowed to perform double duty / work for additional hours unless authorized by the designated official of the Institute.
18. No employee of the Contractor shall work for more than 26/27 man days in a month or as specified by Labour Laws. Weekly off is mandatory for all as per labour laws.
19. The Contractor will get all the staff on its roll, verified of their antecedents through Police on his own cost and a certificate to this effect be furnished by the Contractor to the Institute within **45 days** of initial deployment. The Contractor should maintain proper record/documents of the same. These documents are required to be produced to the Institute whenever required.
20. The Contractor shall have proper standard and procedures of recruitment and training. The Contractor will provide a copy of Training Manual for inspection to Institute.
21. The Contractor shall have a proper system for checking the staff on duty, day & night for every shift (as applicable). Records of the same should be effectively maintained and shortcomings if any should be immediately rectified.
22. A record of every lapse small or big will be maintained by the Institute Authorities. The Contractor shall employ & post one "Field Officer" experienced in the field of housekeeping at the Institute premises at its own cost for taking care of queries/matters relating to general discipline, incidents, and accidents relating to its employees and also for immediate interaction with the Institute authorities.
23. That no right, much less a legal right shall vest in the Contractor's staff to claim/have employment or otherwise seek absorption in the Institute nor the Contractor's staff shall have any right what so ever to claim the benefits and for emoluments that may be permissible or paid to the employees of the Institute. The staff will remain the employees of the Contractor and this shall be solely the responsibility of the Contractor to make it clear to their staff before deputing on work at the Institute.

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

8. Liabilities and Penalties

The Contractor shall perform all the assigned jobs to the satisfaction of the Institute and shall be liable for any loss or damage to Institute as stated herein:

1. A penalty @ 1% of the monthly value of contract shall be imposed for non-commencement of contract from effective date for the delay of every week or part thereof in the commencement of the contract.
2. Payment of wages made by Institute to Contractor shall be disbursed by Contractor to its concerned staff on or before last working day of the respective month. Any delay beyond this limit in disbursement of salary will invite Contractor to pay penalty of Rs. 2,000/- per day.
3. In case the Contractor fails to make timely payments to its employees, or any employee of the Contractor reports to the Institute regarding non- payment of dues, as per wages agreed by Institute as principle employer, the Institute on being satisfied of the complaint shall pay the employees of the Contractor directly and suitable deductions shall be made from the amount to be paid to the Contractor with penal interest of 2% per day on unpaid amount. In case of payments of ESI, EPF & GST the Contractor shall produce original challans /receipts to the Institute for verification & records.

4. None of the employees of the Contractor shall enter into any kind of private work at different locations of the Institute during working hours or otherwise. The Contractor should not put its employees in different shifts at other locations other than Institute & they should not be employed by other agencies to do so also.
5. The Contractor and its staff shall take due and required steps and precautions to preserve from loss, destruction, waste and misuse, the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company, any effects or assets of the Institute under its control.
6. In event of any loss being caused to the Institute that is prime-facie on account of the negligence and/or dereliction of duties by the Contractor or its staff, a Joint Committee comprising of a representative of the Institute and Contractor shall determine whether the loss is on account of Unsatisfactory performance of the Contractor and in that case it will also determine the compensation to be paid to the Institute by the Contractor. The recommendations of the Joint committee will subject to the approval of the Institute Director or his nominee.
7. The liabilities up to Rs. 1 lakh will be met by the Contractor and for the liabilities more than Rs. 1 lakh Contractor may make good such a loss through an insurance cover if it has one, which would specifically enable payment of compensation to Institute for the losses suffered due to negligence or poor performance by the Contractor or its staff, and the compensation will be as per Insurance rules. Alternatively it should be covered by the Contractor itself.
8. However, the Contractor will not be held responsible for the damages caused due to natural calamities like lightning, earth quake, floods etc.
9. The Contractor shall not be allowed to change its name after the award of the contract.
7. The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.

9. Jurisdiction

This agreement is subject to Pune Jurisdiction, In case of any dispute, only Pune Court will have jurisdiction.

10. Termination:

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

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

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

In case of extension beyond initial period of one year, contractor will have an option to conclude the contract by giving three months notice in writing during the contract period.

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

(Authorized Signatory)

Indian Institute of Science

Education and Research, Pune

PARTY OF THE FIRST PART-

INSTITUTE

WITNESS

Signature_____

Name_____

Address_____

(Authorized Signatory)

PARTY OF THE SECOND PART-

CONTRACTOR

WITNESS

Signature_____

Name_____

Address_____
