e-TENDER FOR OUTSOURCING OF MANPOWER
E-Tender No.: TISS/P & A/Contract/Man Power/2019

Estimated Cost: Rs. 8,50,00,000/-

Year 2019-20
Cost of Tender Document : Rs. 2,000/-
e-Tendering
(Only Through Online e-Tendering Mode )
TISS E-TENDER/E-PROCUREMENT WEBSITE : https://www.tenderwizard.com/TISS

Contract for providing Man-power for a period of One year for jobs of Programme Manager, Data Entry Operator, Cook, Assistant Cook, Security, Drivers, Assistant Electricians, Multi-tasking Staff, Admin Assistant, Accounts Assistant, etc (Total 10 Posts).

Section Officer (Purchase & Stores)

Date of Advertisement: 1st July, 2019
Last Date of Submission of Bids: 22nd July, 2019 till 4.00 p.m.
Date of Opening: 23rd July, 2019 at 11.30 a.m.
Date of Commencement of the Contract: 1st October, 2019
Name of the Work: Outsourcing of Man-power for a period of One year for jobs of Programme Manager, Data Entry Operator, Cook, Assistant Cook, Security, Drivers, Assistant Electricians, Multi-tasking Staff, Admin Assistant, Accounts Assistant, etc (Total 10 Posts).

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Section Officer (Purchase & Stores)

In case of any other requirement, it will be dealt as per GoI instructions.
ANNEXURE II

Tata Institute of Social Sciences (TISS)
V.N.Purav Marg, Deonar, Mumbai – 400 088.

NOTICE INVITING TENDER

Online Tenders/Quotations are invited on behalf of Director, TISS from reputed NGOs / agencies / firms for entering into the Contract for Providing Man-power for jobs of Programme Manager, Cook, Assistant Cook, Security, Drivers, Assistant Electricians, Multi Tasking Staff etc. and In case of any other requirement, it will be dealt as per GoI instructions for a period of One year. The tender should be submitted in Two-Bids System i.e. (i) Technical Bid and (ii) Financial Bid. The prescribed tender form and the copy of Terms & Conditions can be downloaded from the TISS e-Procurement website of : https://www.tenderwizard.com/TISS and NIT will be on TISS (www.tiss.edu) in which case Rs. 2000/- be paid by online on e-Procurement portal through e-Payment Gateway or Demand Draft at the time of submitting tender document. The duly completed tender forms along with EMD of Rs. 30,00,000/- (Rupees thirty lakh only) can be pay through online on online on e-Procurement portal through e-Payment Gateway or in the form of Demand Draft from any Nationalised Bank drawn in favour of Registrar, TISS with required documents should reach TISS on or before 22nd July, 2019 till 4.00 p.m.

The tenders (Technical bids) received shall be opened online in the Committee Room, Mezanine Floor, Administrative Block on 23rd July, 2019 at 11.30 a.m. by the Tender Opening Committee in the presence of bidding agencies or their authorised representatives, if any. The Competent Authority reserves the right to accept or reject any or all of the tenders without assigning any reasons thereof.

Note: Online e-Payment Facility are available on TISS e-Procurement Site for making the payment of Tender Fees, EMD and Tender Processing Fees. This fees to be paid through e-Payment Gateway on TISS e-Procurement Portal i.e., https://www.tenderwizard.com/TISS. The Tender Fees, Tender Processing Fees and EMD through e-Payment Gateway on portal, The mode of payments are Credit Card, Debit Card and Internet Banking etc.

Important Dates:

Date of Advertisement: 1st July, 2019
Last Date of Submission of Bids: 22nd July, 2019 till 4.00 p.m.
Date of Opening: 23rd July, 2019 at 11.30 a.m.

Complete details of Scope Work and Terms & Conditions are available on TISS website: www.tiss.edu.

Acting Registrar
Standard e-Tender Terms & Conditions For TISS e-Procurement.

TISS e-Procurement Website are: https://www.tenderwizard.com/TISS

1. The details of tender notification can be downloaded from www.tenderwizard.com/TISS under “Tender of TISS” link in the homepage.

2. Vendors should obtain the USER ID and PASSWORD from www.tenderwizard.com/TISS by clicking on “Enrolment” link in the homepage.

3. The Vendor registration fees has to be paid to ITI Ltd for Rs. 2360/-. Using the e-Payment link provided at the time of registration, and the mode of payments are Credit Card, Debit Card and Internet Banking. Vendor Registration is Valid for 1 year.

4. For further details on e-Tender participation, please contact ITI Help desk on:
   - Telephone: 080-49352000 (Bangalore).
   - Sanjay KC – Mumbai & Maharashtra (09665721619) E-Mail Id: sanjay.kc@etenderwizard.com
   - Bangalore Off. E-Mail Id: harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com.

5. Tenders should be submitted only through e-Tender portal and obtain the Tender Acknowledgement copy as a proof of successful submission.

INFORMATION & INSTRUCTIONS TO THE BIDDERS
FOR USING ONLINE ELECTRONIC TENDERING SYSTEM (eTS).

Special Conditions & instructions for using online Electronic Tendering System through portal (website) http://www.tenderwizard.com/TISS adopted by Tata Institute Of Social Sciences, Mumbai. Vendor Registration Fees Rs.2,000/- + 18%(GST) through e-Payment Gateway on TISS e-Procurement Portal i.e., https://www.tenderwizard.com/TISS

Note: The e-Payment Gateway are available on e-Procurement Portal for making the Online Vendor Registration Payment.

Bidders are required to Enrol for Vendor Registration on the TISS e-Procurement Tender wizard Portal.
by clicking on the link “Enrolment” on the home page of e- Portal which is chargeable. (Rs.2000/- + GST(18%) (Non-Refundable) to be paid online by e-payment gateway).

The bidders are required to submit soft copies of their bids electronically on the TISS Tender Wizard e-Procurement Portal, using valid Class III Digital Signature Certificates. The step by step instructions about e-Tender Process are given in “Vendor Help Manual”.

Class III Digital Signature Certificate are mandatory for e-Tender /e-Procurement

**Note : Information about e-Procurement Portal.**


**Note**: Online Support / Web Support / E-Mail Support / Phone Support are also available for Bidders as well as Department Officials. Online support through “Team viewer”, “Ammy Admin” Or “Any Desk” Remote software only. For Downloading this software, the downloading software links are available on home page of TISS E-Procurement Site
TATA INSTI TUTE OF SOCIAL SCIENCES
V.N. Purav Marg, Deonar, Mumbai 400 088
(A Deemed University under Section 3 of the UGC Act, 1956)

ANNEXURE III
SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERS

1. TISS requires the services of reputed, well established manpower companies/NGOs/Agencies to provide Man-power (Programme Manager, Cook, Assistant Cook, Security, Drivers, Assistant Electricians, Helper, Mali, etc.)

2. TISS requires manpower for its establishment at two campuses i.e. TISS at Mumbai – 400 088 and other at Tuljapur, Dist. Osmanabad – 413601. The Contractor will have to deploy the required manpower at any of these two campuses as and when required.

3. The tender should be submitted through Online mode in Two-Bids System i.e. (i) Technical Bid and (ii) Financial Bid. The Tender Document can be downloaded from the website of TISS (www.tiss.edu) in which case Rs. 2000/- online on e-Procurement portal through e-Payment Gateway or to be paid by Demand Draft from any Nationalised Bank drawn in favour of the Registrar, TISS payable at Mumbai and or to be paid in the cash counter of the Mumbai Campus.

4. Tender should be submitted in two parts. Part I should consist of all technical details including their previous experience, nature of work carried out, number of trained man-power provided from each work, etc and other commercial points as detailed in Annexure IV and V of the tender document. Part II should contain only the charges (price). Both Part I and Part II should be submitted online mode only , respective formats are available in xls format on e-Procurement portal.

5. The cover for Part I (Technical Bid and terms & conditions) should be super-scribed as ”Technical bid for providing Man-power – for the year 2018-2019 at TISS” and the cover for Part II (Financial Bid) should be super-scribed as ”Financial bid for providing Man-power – for the year 2019-2020 at TISS”. EMD should be kept in a separate sealed cover super-scribed as ”EMD – Contract for providing Man-power for the year 2019-2020 at TISS” and all the three covers should be kept in a single sealed cover super-scribed as ”Tender for providing Man-power – for the year 2019-2020 at TISS”. The Financial Bid of only those agencies will be opened which are considered technically responsive and qualified in Part I i.e., Technical Bid. The bidder should sign all the pages of the tender document as a token of having accepted the terms and conditions stipulated therein. The
TATA INSTITUTE OF SOCIAL SCIENCES
V.N. Purav Marg, Deonar, Mumbai 400 088
(A Deemed University under Section 3 of the UGC Act, 1956)

offers where the financial bid is enclosed with the technical bid will be rejected.

(Only Through online e-Procurement Mode)

6. The tenure of the contract will be for a period of One year which may be extended for
   maximum of another two years on yearly basis subject to satisfactory services and mutual
   agreement.

   The tenders should be sent either by Regd. Post/Speed Post addressed to the Registrar, Tata
   Institute of Social Sciences (TISS), V.N. Purav Marg, Deonar, Mumbai – 400 088 or
delivered in person (put in the respective box kept in the Purchase & Stores Section on or
before 22nd July, 2019 till 4.00 p.m.

   The duly submitted tenders will be opened 23rd July, 2019 at 11.30 a.m.

7. Submission of EMD of Rs. 30,00,000/- (Rupees thirty lakh only) is a must and should be
   submitted along with the technical documents or pay through online on e-Procurement site
   by e-Payment Gateway. The EMD is to be furnished only in the form of DD from any
   Nationalised Bank drawn in favour of Registrar, TISS payable at Mumbai or pay through
   online on e-Procurement site by e-Payment Gateway. EMD in any other form will not be
   accepted as valid EMD. In respect of the successful bidder, this EMD will be adjusted as
   part of performance guarantee. EMD submitted by other unsuccessful bidders will be
   returned after finalization of the contract. Tenders received without valid EMD will be
   summarily rejected.

8. For due performance of his/her/their obligations under the contract, during the validity, the
   successful bidder (s) shall have to deposit Rs. 30,00,000/- (Rupees thirty lakh only) as
   performance guarantee, which will be free of interest, and valid for a period of 15 months
   from the date of commencement of the contract, immediately after the contract agreement
   and valid for a period of 15 months (from the date of commencement of work). The
   performance guarantee covering the period of contract is to be furnished in the form of Bank
   Guarantee as per the format furnished by the Institute from any of the Nationalized Banks.
   The performance guarantee will be forfeited in case of breach of contract. After successful
   completion of the contract, the performance guarantee will be refunded after adjusting the
The bidder should ensure that the amounts are written legibly in the financial bid document which are available in excel format on e-Procurement portal in such a way so as to prevent any possible manipulation. No blank space should be left.

9. Canvassing in any form/manner is strictly prohibited and the agency resorting to canvassing will be liable for rejection on that ground alone.

10. The NGO/agency shall not be permitted to bid if a relative is posted in TISS in the grade between Registrar and Section Officer. He/she shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.

NOTE: A person shall be deemed to be a relative of another if, and only if, (a) they are members of Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to the other in the following manner: Father, Mother (including step mother), Son (including step son), Son's wife, Daughter (including step daughter), Daughter's husband, Son's son, Son's son's wife, Son's daughter, Son's daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister) and Sister's husband.

12. The bids submitted shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 120 days from the date of opening shall be by mutual consent.

13. The NGO/agency shall quote rates both in figures and words failing which the bid is liable to be rejected. He/she shall also work out the amount for each item of work and write in both figures and words. On checking if there are differences between the rates quoted by the agency in words and in figures or in the amount worked out by him/her, the following procedures shall be followed:

(i) When there is difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the bidder shall be taken as correct.
(ii) When the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figures or in words, the rate quoted by the bidder in words shall be taken as correct.

(iii) When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly the rate quoted by the bidder shall be taken as correct and not the amount.

14. That the persons deployed by the contractor under the contract shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor (who is answerable to the Competent Authority of TISS i.e. Director, TISS or his representative) and in no case, shall an employer-employee relationship accrue/arise implicitly or explicitly between the said persons and the TISS. Subcontracting shall not be permitted.

15. The Earnest Money (EMD) will be forfeited if the contractor fails to commence the work as per the letter of award and the award letter will be cancelled.

16. Failure to fulfil any of the conditions given above shall render the bid/bidder liable for rejection.

17. The Director, Tata Institute of Social Sciences, V.N. Purav Marg, Deonar, Mumbai – 400 088, does not bind himself to accept the lowest or any bid and reserves to himself the right of accepting the whole or any part of the bid, and the bidder shall be bound to perform as agreed upon in the contract agreement at the quoted rates.
ANNEXURE IV

PART I (TECHNICAL DETAILS)

1. The tendering manpower Company/NGO/Firm/Agency should fulfil the following technical specifications:

   a) The Registered Office or one of the Branch Office's of the manpower Company/Firm/NGO/Agency should be located in Mumbai;
   b) The manpower Company/Firm/NGO/Agency should be registered with the appropriate registration authority;
   c) The Company/Firm/NGO/Agency should have its own Bank Account;
   d) The Company/Firm/NGO/Agency should be registered with Income Tax and Service Tax departments;
   e) The Company/Firm/NGO/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
   f) The Company/Firm/NGO/Agency should have a minimum financial turnover of Rs. 10,00,00,000/- (Rupees Ten Crore Only) per year during last three preceding financial years.

2. The tendering Companies/Firms/Agencies/NGOs are required to enclose photocopies of the following documents (duly self attested) along with the Technical Bid in the Annexure VI, failing which their bids shall be summarily/out rightly rejected and will not be considered any further.

   a) Registration certificate;
   b) Copy of PAN/TAN card;
   c) GST No.
   d) Copy of the IT return filed for the last three financial years;
   e) Copies of EPF and ESI certificates;
   f) Copy of the Service Tax registration certificate;
   g) Valid Labour licence issued by the appropriate authority.

3. The conditional bids shall not be considered and will be outrightly rejected in very first instance.
4. The bidder should furnish the proof of his/her experience of providing Man-power (skilled, semiskilled and unskilled service and other categories) in Government departments (State/Central/Autonomous bodies under Ministries) and other Public corporations. The contractor should furnish the details of staff strength, qualification and experience of his supervisory staff, office address for correspondence, contact telephone numbers, etc. along with an attested copy of Annual Returns filed by him in r/o his workers towards ESIC, EPF and copies of challan as on 1st April of current financial year.

5. Work done certificate for having successfully executed / completed similar works during the last 3 years ending last day of March of the current year i.e. 2019, should be either of the following:
   
a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
   
b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
   
c) One similar completed works costing not less than the amount equal to 80% of the estimated cost.

*Similar work* means execution of provided Man-power (skilled, semi-skilled & un-skilled and other categories) and must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work.

6. An Earnest Money Deposit (EMD) of Rs. 30,00,000/- (Rupees thirty lakh only) will have to be furnished along with online tender documents in the form of DD from any nationalized banks drawn in favour of Registrar, TISS payable at Mumbai or can pay through online on TISS e-Procurement portal by e-Payment Gateway, which will be adjusted towards the Performance guarantee, if the contract is awarded to him / her / firm.

7. The bidder must have annual financial turnover of an amount of Rs. 10,00,00,000 (earlier mentioned as Rs.1 Cr per month)… during the last 3 years ending 31st March of the previous year in each financial year which shall be duly certified by a Chartered Accountant.

8. An affidavit duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black listed. The person deployed for the tendered work should not be involved in any police case or have any case pending against
them. Police verification certificate for the persons deployed for work to be submitted on demand.

9. The entire tender document should be duly signed and sealed by the bidder.

10. The bidder shall submit the information regarding his / her firm in the format enclosed as Annexure “V” as part of Technical bid along with terms and conditions (duly signed).

11. The deployed personnel should be well-mannered and maintain the office decorum and discipline.

12. Bidder should note that different firms / agencies / NGOs having common partners / directors are not permitted to quote for more than one tender offer from any of such firms.

13. If in the opinion of the Director, TISS the performance of any of the persons deployed is not satisfactory or he / she is not amenable to discipline or their behaviour is not conducive to retain them for the work, he / she should be replaced immediately.

14. The requirement of manpower will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased any time. The Director, TISS will be under no obligation to engage any specific number of Contractor's workers during the period of contract.

**PAYMENT CONDITIONS:**

1. The Contractor will submit the monthly pre-receipt bills along with a copy of challan toward EPF and ESIC payment in respect of his employees in duplicate after satisfactory completion of the work to the Officer of the Institute for certification for payment. The officer, on receipt of the bill, will check the work record, and there after process the bill for payment.

2. All bills should be submitted on printed forms, duly signed and pre-receipt.
3. Payment will be made by the Institute to the contractor on monthly basis on submission of bills in duplicate along with the certificate of satisfactory performance of work from the concerned office(s) of the Tata Institute of Social Sciences. A certificate to the effect that all labour laws including EPF, ESIC payment, etc. are being followed has to be furnished with proof along with the bill for payment. The Contractor will have to submit the bill with a list of employees duly certified by him / her. Copy of the previous month statutory payment like ESIC, PF etc to be enclosed with the bill.

4. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the contractor.

6. In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers by 7th of every month and there should be no linkage between this payment and settlement of the contractor's bill from TISS.

6. The contractor shall make the payment of salary, etc. to the persons so deployed by crediting to their bank account and shall furnish certificate of salary paid, etc. TISS for having paid all the dues to the persons deployed by him for the work under agreement.

7. Under no circumstances, advance payment will be made. The Agency has to make payments to its staff, statutory and claim it from TISS along with proof.

15. ARBITRATION

1. In the event of any question dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration of Director, TISS or his nominee.

2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to is unable to act for any reasons whatsoever, the Director, TISS shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor or afresh as the case may be.
3. The Arbitrator may give interim award(s) and/or directions, as may be required. Subject to the aforesaid provision, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

1. COMMENCEMENT OF WORK

The contractor is required to start the work with effect from October 01, 2019. In case it is found that the work has not been taken up from the above date, TISS at its sole discretion may cancel the work order/award and the EMD Performance guarantee shall be forfeited without any further reference to the Contractor.

Technical Details should be provided in the prescribed format i.e. Annexure “V” which should inter alia contain the specified documents.
## Annexure V

### TECHNICAL DETAILS

<table>
<thead>
<tr>
<th>SL</th>
<th>Particulars</th>
<th>Fill in the details</th>
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<tbody>
<tr>
<td>1</td>
<td>Name of NGO/Firm/Bidder/Company (in block letter)</td>
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<tr>
<td>2</td>
<td>Permanent Address and Telephone/mobile No.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Year of Incorporation of the NGO/Firm/Company</td>
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<tr>
<td>4</td>
<td>Full Postal Address with Telephone/Fax No./E-mail</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Details of experience of providing services as indicated in Annexure IV at</td>
<td>(Attach as enclosure &amp; refer here)</td>
</tr>
<tr>
<td></td>
<td>point 5 for the last three years (separate sheet may be attached). Names</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of the major clients with their address, telephone numbers and completion</td>
<td></td>
</tr>
<tr>
<td></td>
<td>certificates issued by such clients</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Details of infrastructure, person employed, number of offices/branches</td>
<td>(Attach as enclosure &amp; refer here)</td>
</tr>
<tr>
<td></td>
<td>available (attach separate sheet)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Copy of Annual Return along with challan form in r/o ESIC &amp; EPF payment</td>
<td>(Attach as enclosure &amp; refer here)</td>
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<td></td>
<td>for his/her employees</td>
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**TATA INSTITUTE OF SOCIAL SCIENCES**
V.N. Purav Marg, Deonar, Mumbai 400 088
(A Deemed University under Section 3 of the UGC Act, 1956)

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Instructions</th>
</tr>
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<tbody>
<tr>
<td>8</td>
<td>EMD details (Amount, Bank Draft No. &amp; date, Banker's Name and Branch)</td>
<td>(Attach as enclosure &amp; refer here)</td>
</tr>
<tr>
<td>9</td>
<td>Proof of annual financial turnover from his/her firm's Chartered Accountant</td>
<td>(Attach as enclosure &amp; refer here)</td>
</tr>
<tr>
<td>10</td>
<td>An affidavit duly certified by a Notary that the partners of the firm sole Proprietor or company has never been black listed.</td>
<td>(Attach as enclosure &amp; refer here)</td>
</tr>
<tr>
<td>11</td>
<td>GST No./Udyog Aadhar No:</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Details of establishment Registration with date obtained from the concerned authorities (enclose photocopies).</td>
<td>(Attach as enclosure &amp; refer here)</td>
</tr>
<tr>
<td>13</td>
<td>Details of E.S.I.C. Registration with Date</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Details of E.P.F. Registration with Date</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Audited balance sheet and Profit/Loss A/c for the last 3 years (enclose photo copies)</td>
<td>(Attach as enclosure &amp; refer here)</td>
</tr>
<tr>
<td>16</td>
<td>Copy of Labour License issued by appropriate authority</td>
<td>(Attach as enclosure &amp; refer here)</td>
</tr>
</tbody>
</table>

Date

Signature of Bidder

Seal & Address
ANNEXURE VI

Part – II
(FINANCIAL BID)

a. Financial bid should be in the EXCEL format which are available online on e-Procurement portal enclosed with tender at Annexure VIII in online mode only. Failure to provide price bid in online mode will result in invalidation of the offer.

b. Failure to fulfill any of the conditions given above shall render the tender/bid liable for rejection.
ANNEXURE VII

To be submitted on your NGO/Company/Firm Letter Head (Scan Copy should be submitted online)

Ref: ____________________ Dated: ____________________

The Director
Tata Institute of Social Sciences
V.N. Purav Marg
Deonar, Mumbai – 400 088

Sub: Contract for providing Man-power for a period of One year for jobs of Programme Manager, Data Entry Operator, Cook, Assistant Cook, Security, Drivers, Assistant Electricians, Multi-tasking Staff, Admin Assistant, Accounts Assistant, etc (Total 10 Posts).

Sir,

With reference to TISS Tender Notice Inviting quotations for Contract for Providing Man-power on Contractual Basis, following the two-bids system, we hereby enclose the rate quotation in the prescribed proforma in two bids system i.e. (Technical & Financial) in the prescribed proforma separately.

We have read all the terms & conditions of the Tender Documents and state that we accept them as such fully.

It is also certified that the offer submitted has no deviation from the Terms & Conditions of the Tender Document.

Yours faithfully

Signature of the Authorized Signatory

Name

Address

Telephone No.

Seal of the Company / Firm

Date:
To: The Director,  
Tata Institute of Social Sciences  
V. N. Purav Marg, Deonar  
Mumbai – 400 088

Sub: Online Submission of financial bid for providing manpower services on outsourcing basis.

Ref: Your e-Tender No: TISS/Contract/Man Power/2019

Sir,

With response to you tender mentioned above our firm will be pleased to provide the manpower service on outsourcing basis at TISS Mumbai and Tuljapur Campus. Our quote for percentage of service charges is as under:-

<table>
<thead>
<tr>
<th>Agency's /Service Provider's percentage of Service Charges on Total wages including Overtime Allowance and exclusive of all Statutory dues / obligations, Employer's contribution towards PF &amp; ESI etc. (percentage of Service charges in both figures and words)</th>
<th>Remarks</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FINANCIAL BID FORM  
ANNEXURE VIII  
(Only Through Online Mode : Fillable EXCEL sheet are available on TISS e-Procurement Site) (Below Format are for Reference Purpose only)  
(Note : Bidders should have to download the Fillable EXCEL sheet from TISS e-Procurement site for quoting rates and same should be uploaded online)
Thanking you,

Yours faithfully,

Signature of authorized signatory
Date:-

(Seal of the firm)
TENDERS FOR PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS (Scan Copies should be uploaded online on e-Procurement Portal)

1. The manpower agency should enclose **documentary evidence** in support of providing satisfactory service from all existing clients of current period.
2. The manpower agency should not have any relation with the Employees and near relation of the employees of the Institute. A **non-relation certificate in support to be enclosed**.
3. The bidder should number each page and sign in each page of the tender documents along with the Official Seal/Stamp.

**N.B: All the above mentioned documents are to be enclosed in the technical bid.**

**OTHER TERMS & CONDITIONS**

1. The Agency/service provider shall do the necessary background, antecedent and integrity check of the persons it deploys at their own effort and cause and a copy of such report shall be sent to the Institute, before the person is actually deployed on site. The Agency/service provider shall not deploy any person who is not acceptable to the Institute. No person who has been convicted or is facing criminal proceedings or charges shall be deployed in the Institute and any such person shall be barred from participating directly or indirectly in providing the services. The Agency/service provider shall ensure that persons deployed by them shall possess good behavior and shall immediately withdraw persons with bad record. The decision of the Institute on such matters will be final. The Agency/service provider shall ensure that proper discipline and decorum is maintained by the person deployed at all times while on duty or otherwise during their presence in the campuses. The Agency/service provider shall suspend, remove or terminate the services of any of their persons to fulfill its obligations. The persons shall work at any place that the Institute requires them to work.

2. The agency/service provider should also ensure that the personnel deployed are medically fit & Certificate of their medical fitness is to be provided when called for.

3. The agency/service provider shall engage such number of required employees as required from time to time. The said employees engaged by the agency/service provider shall be the employees of the agency/service provider and it shall be agency/service provider's duty to pay salary every month. There is no master & servant relationship and further that the said person of the service provider shall not have any claim for absorption in the Institute.
4. The agency/service provider's personnel shall not claim any benefit / compensation/ absorption / regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

5. The agency/service provider's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements and administrative / organizational matters as most are of confidential / secret nature.

6. The agency/service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of office.

7. The agency / service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

8. The agency / service provider shall be responsible for any act of indiscipline on the part of persons deployed by it.

9. That the persons deputed shall not be below the age of 18 (eighteen) years and not exceeding 60 years of age.

10. The agency / service provider has to provide Appointment letters and photo identity cards to the persons employed by it for carrying out the works.

11. The agency / service provider shall provide suitable uniforms consisting of shoes, Dress, etc. to all employees except Administrative Staff. Such Employees without complete uniform will be treated as absent.

12. Working hours for all employees would be normally 8.5 hours per day from Monday to Saturday with a half hour lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Saturdays, Sundays and other gazetted holidays, if required. The personnel will be required to follow holidays of TISS.

13. The employees will be entitled to 2.5 days Earned Leave for every completed month and 8 days Casual leave in a calendar year. There will be no provision for encashment of leave.

14. The agency / service provider shall pay salary as decided by TISS from time to time to all deployed staff. The agency / service provider shall issue salary slip to all deployed staff on monthly basis and salary revision letters as and when applicable. However, it should not be less than the minimum wages prescribed by Central Government.

15. The agency/service provider shall ensure medical and accident insurance cover for employees not covered under ESIC.

16. The agency/service provider shall ensure that all the employees receive the Individual statements of Provident Fund for the respective financial year.

17. Workmen’s Compensation Insurance to be taken at agency/service provider’s cost and obtains from the underwriter of such insurer a waiver of subrogation in favour of the Institute. The agency/service provider to register and pursue realization of all insurance claims.
18. Two pairs of uniforms and a rain coat, one pair of shoes and socks or chappal shall be provided by the agency/service provider once in two years and it shall be maintained in good usable condition. One pair of Gum boots and Safety shoes shall be provided on functional basis. Prior approval of the Registrar shall be taken on the quality, quantity and pricing of the liveries that shall be provided to the employees. The Institute shall reimburse the expenditure towards the liveries provided to the employees by the agency/service provider on submission of bill. Alternatively, the Institute may decide to provide the liveries.
19. No remuneration will be paid to any staff for the days of absence from duty. This applies when there is no leave balance in account of the employee.
20. The agency/service provider shall provide replacement of any person leaving the job within 7 (seven) days at no extra cost. In case of delay, a penalty amount equals to 1 (one) month salary of the concerned employee will be deducted from the payment of bills.
21. In case of leave of the employees of agency/service provider, their applications should firstly be forwarded by the agency/service provider (either by written letter or by e-mail or by FAX) and then it will be considered suitably by the Registrar, TISS. However, a long leave in excess of 7 (seven) days, suitable replacement should be provided by the service provider at no extra cost.
22. There will be a penalty of Rs. 300/- (Three Hundred Only) per day per person upon the personnel of the service provider for availing any unauthorized leave not considered by the competent authority. This penalty will also be applicable in case replacement manpower is not provided against persons availing 7 (seven) or more days of leave.
23. TISS will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the agency/service provider.
24. That the agency/service provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If TISS suffer any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency/service provider shall be liable to compensate for the same. The agency/service provider shall keep fully indemnified against any such loss or damage.
25. The contractor will maintain an attendance by use of Biometric Attendance System in respect of the staff deployed by the agency/service provider on the basis of which wages/remuneration will be decided in respect of the outsourced staff at the approved rates, which shall be not be below the minimum wages prescribed by Central Government.
26. The agency/service provider and any individual assigned for the performance of the services shall comply with all of the Institute’s standard operating
procedures in place at the locations where the agency / service provider is performing work. The agency / service provider shall ensure the productivity and quality of performance of its persons deployed at the Institute.

27. The agency / service provider shall open and maintain an office in the Institute at their cost and shall mandatorily appoint qualified supervisor each for Main Campus, Naoroji Campus and Tulapur Campus at their cost to manage the day to day requirements of the persons deployed by the agency / service provider at the Institute at their cost. All administrative matters including remuneration, attendance, absence, leave and removal of the staff deployed by the agency / service provider shall be managed by their office. No officer or staff of the Institute shall manage these affairs. For coordination they shall work with an official designated by the Institute for this purpose.

28. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the agency / service provider directly or indirectly to any person, firm or whosoever.

29. Stamp as per the Stamp Duty Act 1958 of Maharashtra has to be borne by the agency/service provider.

30. Either party can terminate the agreement by giving 2 (two) months notice in advance. If the agency fails to give 2 (two) months notice in writing for termination of the agreement, then Performance Bank Guarantee (PBG) will be forfeited.

31. That on the expiry of the agreement, unless extended formally, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues.

32. In the event of any dispute arising touching any of the clauses of the agreement, the matter will be referred to the Director, TISS whose decision shall be binding on both the parties.

33. The personnel of the agency / service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent. The personnel must not in any way act against interest of TISS.

34. The contract shall be interpreted and have effect in accordance with the law of India and any suit or other proceeding relating to this contract lies within the jurisdiction of the Mumbai High Court.
8. **MANDATORY DOCUMENTS TO BE SUBMITTED**: *(Scan Copies Should be uploaded online on e-Procurement Portal)*

The bidders are required to submit the following self certified copy of documents along with the Technical bid. The documents are:-

a) Certificate of Registration of firms or Partnership.

b) Proof of office address (telephone bill, electricity bill etc.)

c) Trade license.

d) Labour license.

e) Details of Bank Account of the firm (Name of Bank, Name of Branch, Account No., Type of a/c.) The bank accounts should be at least 2 (two) years old. **A cancelled cheque of the account of the firm to be enclosed.**

f) PAN Card.

g) Service Tax Registration Number.

h) Provident Fund Registration Number.

i) ESI Registration Number.

j) Professional Tax Registration Number.

k) Annual Turnover Certificate of last 3 (three) duly certified by the Chartered Accountants.

l) IT Return and Audited Balance Sheet of the last 3 years.

m) Non-relation certificate with the employees of TISS.

n) Not blacklisted certificate as mentioned earlier in the form of affidavit.

o) An Undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender above which should be clearly mentioned that the Agency / Services Provider will be fully liable for all Statutory Obligation to the Principal Employer for all obligation during and after the period of Contract.

p) Present database to meet the requirement of manpower.

q) Photocopy of salary slips of existing employees of the firm posted with other clients showing full details of earnings and deductions.

r) List of all existing clients.

s) Satisfactory performance certificate of the current period from all existing clients as per list in Sl. No. r above.

*Pl note that important clauses regarding penalty for non-remittance of PF /ESIC clause etc. on time not mentioned… Please go through and re-send.*