# TENDER FOR PROVIDING MANPOWER SERVICES (Technical and Non-Technical)

Tender No. CeNSE /2024-01 dated 16<sup>th</sup> February 2024 (https://www.iisc.ac.in/en/business-with-iisc/tenders/)

Centre For Nano Science and Engineering (CeNSE)
Indian Institute of Science (IISc)
Bangalore 560 012

### **SCHEDULE OF EVENTS**

### Schedule A

Tender No.	CeNSE /2024-01 dated 16 <sup>th</sup> February 2024
Pre-bid Clarification	1 <sup>st</sup> March 2024 -3.30pm
Last date for receipt of bids	11 <sup>th</sup> March 2024 – 3.00pm
Validity of bid	3 months from the date of Opening of tenders
Tender Fee (non-refundable)	Nil
Earnest Money Deposit	Rs. 2,00,000/- (Rupees Two Lakhs only) In the form of Demand Draft in favour of THE REGISTRAR, Indian Institute of Science, Bangalore. payable at BANGALORE
Date & Time for opening of Technical Bid:	11 <sup>th</sup> March 2024 – 4.00pm
Place of opening the bids:	Centre For Nano Science and Engineering (CeNSE), Indian Institute of Science, Bangalore-560 012 Ph: 080 2293 2924. Email ID: <a href="mailto:hr.cense@iisc.ac.in">hr.cense@iisc.ac.in</a>
Date & Time for opening of COMMERCIAL Bids	TO BE ANNOUNCED LATER
Contract Commencement Date:	1st April 2024 (Tentative)
Contract Duration:	3 years (Three Years) (renewable annually after performance review)
Performance Security	10% of the annual contract value
FINANCIAL Turn-over of Bidders	Rs. 5,00,00,000/- (Rupees Five Crores) per annum for the last 3 Financial years.

### **TENDER NOTICE**

1. Sealed tenders are invited under Two Bid System i.e. Technical Bid and Commercial Bid in separate covers from reputed, experienced and Financially sound Companies /Firms / Agencies/Contractors for

#### **Providing Manpower Services**

(Technical Staff – Equipment Technologist, Facility Technologist, Sr. Facility Technologist, Technology Manager and Chief Technologist and Non-Technical staff - Project Coordinators, Project staff, Facility Staff, etc..) to be deployed at various facility and Labs in the Centre For Nano Science and Engineering (CeNSE), Indian Institute of Science (IISc) Bangalore, as per the list in Annexure I

- 2. The tender document can be downloaded from the web site: <a href="https://www.iisc.ac.in/en/business-with-iisc/tenders">https://www.iisc.ac.in/en/business-with-iisc/tenders</a>.
- 3. Interested Companies/ Firms/ Agencies may hand over bid document, complete in all respects along with Earnest Money Deposit (EMD) and other requisite documents, in the Office mentioned below:

Chair's Office, Centre For Nano Science and Engineering (CeNSE) Indian Institute of Science (IISc), Bangalore 560 012

on or before the deadline indicated in Schedule A.

### **GENERAL DEFINITIONS**

- 1. CeNSE., means Centre for Nano Science and Engineering
- 2. IISc., or Institute means, The Indian Institute of Science, Bangalore
- 3. "Director" means, The Director of IISc or his authorized representative.
- 4. "Registrar" means The Registrar of IISc or his authorized representative.
- 5. "Chair" means The Chair person of CeNSE, IISc.
- 6. 'Areas' means areas specified in this tender in general and any other areas specified by the Registrar/Officer-in-charge.
- 7. The selected agency/service provider/contractor means the successful bidder.

#### ESSENTIAL REQUIREMENTS OF THE BIDDER COMPANY / FIRM / AGENCY

The bidder should fulfil the following technical specifications:

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

### **SCOPE OF WORK**

- 1. Provide Manpower (Technical and Non-Technical) for various activity in CeNSE at the Institute. The requirements in different categories are specified in Annexure I.
- 2. The job specification of Technical and Non-Technical manpower are as below(Subject to Change from time to time):

#### **Technical Staff**

#### a) For Equipment Technologist

Qualification - (Diploma/B.Sc.)

- To maintain the equipment assigned in running condition to ensure maximum availability to user and keep a log of usage and preventive or breakdown maintenance interventions.
- To document the process developed and standardized on the equipment and to keep the list up to date enabling tool monitoring and maintenance.
- To facilitate the user in using and managing the equipment

#### b) For Facility Technologist

Qualification - (M.Tech. OR B.Tech./M.Sc. OR Diploma/ B.Sc. + 3 Years Experience.)

- To maintain the equipment assigned in running condition to ensure maximum availability to user.
- Keep up to date documents pertaining to Standard Operating Procedures, process monitoring and tool document.
- To conduct facility user trainings at regular intervals and solve user problems as and when needed.
- To develop processes through process requests and KPI's with the view of increasing the capabilities of the facility and presenting in conferences and scientific journals.
- Ensure that safety procedures are followed, and relevant PPE is available.
- To support projects by giving inputs at relevant times and by helping with the facility slots
- Prepare training materials/conduct training for users.

### c) For Sr. Facility Technologist (SFT)

Qualification - (Ph.D. OR M.Tech. /B.Tech. + 2 Years Experience OR Diploma/B.Sc + 5 Years Experience)

- To maintain the equipment assigned in running condition to ensure maximum availability to user and keep a log of usage and preventive or breakdown maintenance interventions.
- To make sure that all documents pertaining to the tools in the bay assigned (SOP, monitoring and tool document) is maintained and monitoring data is available.
- To make sure usage data are available reports and analysis.
- To help Sr. Managers with the budget preparation and process/tool specifications (in case of an upgrade or a new tool purchase)
- To plan the quantity of consumable spares and materials required to achieve the above objectives and report to purchase support.
- To develop new processes with the view of increasing the capabilities.

#### d) For Technology Manager (TM)

Qualification - (Ph.D.+2 years ; OR M.Tech. + 5 Years Experience; OR B.Tech. + 7 Years Experience; OR Diploma/B.Sc + 10 Years Experience)

- To be fully responsible for the bay assigned including processes, personnel, and consumables.
- Work with the team and give inputs for projects as required.
- Guide a team of Facility technologists operating and maintaining the bay.
- Ensure that training schedules, SOP and tool monitoring trends on the tools are maintained in tandem with bay SFT.
- Responsible for Safety, maintain required consumable and Tool Maintenance.
- Develop new processes as and when required for external and internal projects and also actively work to improve tool and personnel capabilities
- Ensure process requests are executed on time and closure document submitted.
- Ensure KPI's of the team and self are relevant and timely completed.

#### e) For Chief Technology officer/ Chief Operating officer/Chief Technologist

Qualification - (PhD + Appropriate Experience OR M. Tech+15 plus Years Experience)

- Administration & Management of Facility
- Providing Technical Consultation to Staff & to academic and industry users
- Enforcing good laboratory practices among staff, in maintaining the tools and in documenting the various activities of the lab
- Planning for optimal use of facilities
- Interaction with the users, User feedback and user meetings and Improve satisfaction level
- Responsible for services for both internal and external users.
- Manage the projects and requests.
- Training to Staff on various fronts such as, calibration of equipment, analysis of results, etc. for better outcomes
- Conduct advanced training programs on specific tools and methods other than the tool training for the users.
- Keep the tools up and running, minimize the downtime.
- Meeting with Vendors for accessories and ascertaining the availability of necessary items to reduce tool down time.
- Tools New/upgrade tools and Maintenance of tools
- Identifying areas that need to improve in a service facility and work on that.

#### Non-Technical Staff

#### For Project Coordinators, Project staff, Facility Staff

Qualification - (Diploma, Any Undergraduate, Postgraduate in Arts, Science and Management and Doctoral Degree with relevant experience)

- Project Proposal Coordination
- Project Management
- Project Analysis
- Facility management
- Lab Procurements and Maintenance
- Safety Management, IT Management, etc...

#### **GENERAL INSTRUCTIONS FOR BIDDERS**

- 1. The bids are invited under two bid system i.e. Technical Bid and Commercial Bid in separate sealed covers, superscribed respectively as "Technical Bid" and "Commercial Bid" along with the Tender No. as given in Schedule A. Both sealed envelopes should be put in another sealed envelope superscribed as "Tender for providing Manpower Services (Technical and Non-Technical) to IISc, Bangalore-12".
- 2. The bidder shall quote the technical & commercial bids as per the format enclosed as Annexure II and III.
- 3. The bidder is required to enclose photocopies of the necessary documents as listed in Annexure IV
- 4. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) as stated in Schedule A. Govt. of India MSME guidelines will be followed in case of Earnest Money deposit waiver.
- 5. The proof of the annual turn-over for the previous three years in the form of audited balance sheet or statement of accounts shall be provided, failing which the tender is liable to be rejected.
- 6. The bidder should include the list of firms / institutions where they have provided similar services in the last 3 financial years, along with name, phone and fax number of the contact person there, so that references for their services can be obtained, if required.
- 7. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Commercial Bid Form. In such cases, the tender is liable to be rejected. Cuttings, if any, in the Technical Bid must be initialed by the person authorized to sign the bid.
- 8. The envelope containing Technical Bid shall be opened first on the scheduled date and time as given in Schedule A in the presence of the representatives of the Companies, Firms/ Agencies, who wish to be present on the spot at that time.

- 9. Technical Bids will be evaluated by a committee. The technical evaluation will include checking the financial turn-overs, registration certificates, legal, financial, statutory, taxation and other associated compliance of existing contracts. The committee will evaluate the performance of the agency in their existing contracts which may include obtaining references and / or visiting the work site, and the quality of service provided by them.
- 10. Commercial bids of technically qualified, eligible bidders meeting all the requisite criteria shall be opened on a date & place (to be notified later) in the presence of committee.
- 11. The institute reserves the right to award the contract together or separately to one or more Contractors.
- 12. IISc reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Chairperson, CeNSE, IISc, in this regard shall be final and binding on all.

#### **TERMS AND CONDITIONS**

#### General

- 1. Bids submitted after the deadline shall not be accepted under any circumstances whatsoever.
- 2. Any conditional bid is liable to be rejected.
- 3. Bids not following the two-cover format, or including price information in the technical bid shall be rejected.
- 4. The Earnest Money Deposit (EMD), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft / Pay Order from any of the Scheduled bank drawn in favour of The Registrar, IISc payable at Bangalore valid for a period of 3 months. Offers not accompanied by EMD of the requisite amount or without proper validity will be summarily rejected.
- 5. The Earnest Money will be forfeited if the bidder rescinds from the offer.
- 6. Bids offering rates which are lower than the minimum wages for the pertinent category would be rejected.
- 7. The contract is for the duration specified in Schedule A. The contract will be reviewed yearly, and upon satisfactory performance, will be extended for 1 year at a time, until the duration of the contract.
- 8. The contract may be extended, on same terms and conditions, for further periods, subject to a maximum of 1 year beyond the contract term specified in Schedule A.
- 9. The selected agency is required to execute an agreement within 15 days of the award of the work.
- 10. The scope of the contract can be extended to additional manpower, with a proportional increase in contract value, as mutually agreed upon, and approved by the competent authority of CeNSE, IISc.
- 11. The contract may be terminated before the contract period owing to deficiency in service or substandard quality of the service provided by the selected Company / Firm / Agency. Further, IISc reserves the right to terminate this contract at any time after giving two months' notice to the successful bidder.

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- 12. The selected agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of CeNSE, IISc.
- 13. The agency will be bound by the details furnished by him / her to IISc, while submitting the bid or at subsequent stage. In case, any of such documents furnished by the firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making the firm liable for legal action besides termination of contract.
- 14. The selected agency shall furnish a Performance Security Deposit in the form of a bank guarantee in Scheduled / Nationalized bank, as specified in the Schedule A at the time of placing the work order within 15days of the receipt of the formal order. The performance security will be furnished in the form of the Bank Guarantee/Demand Draft drawn in favour of The Registrar, IISc, Bangalore-12 payable at Bangalore. The performance security should remain valid for a period of 4 years 6 months. The performance security will be returned on termination of the contract and completion of all the contractual obligations of the successful bidder.
- 15. The agency shall ensure that the manpower deployed in IISc, are physically fit, well trained and are preferably in the age group of 19-60 years.
- 16. The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed at CeNSE, IISc, before the commencement of work: (i) List of Manpower short listed by agency for deployment at CeNSE, IISc, containing full details i.e. date of birth, marital status, address etc; (ii) Bio-data of the persons. (iii) Character certificate from a Gazetted officer of the Central / State Government. (iv) Certificate of verification of antecedents of persons by local police authority (Police verification Certificate).
- 17. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the selected agency will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.
- 18. The selected agency shall provide identity cards to the personnel deployed at IISc carrying the photograph of the personnel and personal information such as name, date of birth, age and identification mark etc.
  - 19. The selected agency shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed at the Institute.

- 20. The selected agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
- 21. The selected agency shall designate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the HR at the CeNSE, IIS, so that the services of the persons deployed by the agency could be availed without any disruption.
- 22. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons.
- 23. It will be the responsibility of the contractor to meet transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract work. IISc will have no liability in this regard at any stage.
- 24. The selected agency undertakes to comply with all statutes, rules, regulations, and bylaws, during the entire period of this contract.
- 25. IISc reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The Registrar, IISc is the final authority for settling any disputes and the decision of the Registrar in this regard shall be final and binding on all.
- 26. Biometric / Smart Card recording of attendance will be recorded by IISc and Biometric / Smart Card report will be accessed by CeNSE on daily basis.
- 27. Discrepancy in payment in the bills has to be notified to IISc within 60 days from the date of submission of bill to IISc or 60 days from the corresponding month the bill is claimed.
- 28. All Staff working under the contractor in IISc are to be rotated/changed once in one/two years in a periodical manner.
- 29. Govt. of India MSME guidelines will be followed in case of Earnest Money deposit waiver.

#### **CONTRACT-SPECIFIC**

- 1. The manpower employed by the agency shall be required to work normally as per the IISc working hrs, i.e. from Monday to Friday from 09.00 hrs. to 17.30 hrs. with a lunch break of ½ hour from 13.00 hrs. to 13.30 hrs. The working hours may vary from project to project and the manpower should be ready to work as per the requirement of the department. The manpower may also be called upon to perform duties on Saturday/Sunday and other gazetted holidays, if required, by providing compensatory off. No extra wages will be paid for attending the office on such holidays. The attendant, if deputed for any official work outside IISc, shall not be entitled for any other emoluments except the actual Travel Expense for the purpose as per the IISc policy. The person deployed shall be required to report for work as specified at the work spot deputed.
- 2. CeNSE, IISc will announce the list of holidays (as per IISc rules) for the contract labourers, which must be observed.
- 3. The person deployed shall be required to report for work as specified at the work spot deputed. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, One day wage shall be deducted. In case of repetition of such instances, appropriate action, which includes removal from work, will be taken.

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#### **LEGAL**

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

- 7. The selected agency will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at IISc. The agency shall make available the required records to IISc for periodic inspection at the end of every quarter of every financial year, to ensure statutory compliance to the satisfaction of IISc.
- 8. The selected agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to IISc & income tax to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 9. The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of IISc or any other authority under Law.
- 10. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Income Tax Act 1961, as amended from time to time and a certificate to this effect shall be provided to the agency by IISc.
- 11. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IISc is put to any loss / obligation, monetary or otherwise, IISc will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms
- 12. The selected agency will indemnify IISc from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
- 13. Govt. of India issued guidelines on payment of compensation in cases of death / permanent incapacitation of person due to unintended/ unforeseen occurrences during maintenance, operation and provisioning of Public services. Under these guidelines an amount of Rs. 10 Lakhs has to be paid as compensation in the cases where a persons is died and up to Rs. 7.5 Lakhs in the case of disabled based on loss of earning capacity. Institute has the right to recover penalty in the cases where the incidents have happened with the negligence of the agency

#### **FINANCIAL**

- 1. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Commercial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. Further, if the agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice and the contract will be terminated.
- 2. The proof of remittance of statutory deductions of PF, ESI to the appropriate agency, for those employed at IISc, must be provided by the selected agency to IISc every month along with the claim bill, failing which the claim bill shall not be settled.
- 3. The successful bidder will have to deposit a Performance Security Deposit as specified in Schedule A, within 15 days of the receipt of the formal order. The performance security will be furnished in the form of a Demand Draft or Bank Guarantee, from any Nationalized/Schedule bank, drawn in favour of The Registrar, IISc, Bangalore 560 012, payable at Bangalore The performance security should remain valid for a period of 4 years and 6 months. The performance security will be returned on termination of the contract and completion of all the contractual obligations of the successful bidder.
- 4. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited besides annulment of the contract.
- 5. The agency shall raise the bill, in triplicate, along with attendance sheet in respect of the persons deployed and submit the same through the respective departments on or before 10th of the subsequent month. As far as possible the payment will be released within two weeks from the date of submission of bills. The following documents must accompany the bill. a. Current month Invoice Copy b. Current month Acquittance (Wage) Register duly signed by the individual contract Laborers c. Current month Attendance Register d. Current month ESI remittance challan with consolidate breakup details e. Current month EPF remittance challan, as applicable, with consolidated breakup details f. In addition Half yearly returns submitted to EPFO & ESIC are also to be submitted whenever due.

- 6. For the services provided by the Contractor, subject to satisfactory completion as certified by IISc, CeNSE, IISc agrees to pay the Minimum wages plus applicable ESI, EPF as notified by Central Government and agency administrative charges as mentioned in Annexure III. Further, any increase in minimum wages, as per the Central Government Minimum Wages Act, along with proportional increase in the ESI, EPF and agency administrative charges will be borne by CeNSE, IISc. Similarly any increase in the statutory levies (ESI, EPF, Service Tax) will also be applicable automatically and borne by IISc; any decrease in the statutory levies, the benefits will go to IISc. Other than these, during the tenure of the contract, the rates agreed will remain unaltered.
- 7. The Contractor hereby agrees that Absenteeism must not exceed 10% of the total deployment in any month. Further within each shift the absenteeism should not be more than 15% of the deployment. The above should be achieved without individual contract staf doing more than the maximum shift allowed by the contract (21/222 shift in a month). Each occurrence of such excess absenteeism in a shift shall entail a deduction of 3% of the service/ administrative charges to the agency for the month, subject to maximum penalty of 30%.
- 8. In case the Contractor or any of his employees fails to fulfill his/their obligations for any day or any number of days to the satisfaction of the Institute for any reason whatsoever, the contractor shall pay, by way of liquidated damages, a sum of Rs. 5000.00 (Rupees five thousand only) per day for the entire number of such days and IISc shall, without prejudice to its other rights and remedies, be entitled to deduct such damages from the money, if any, payable by it to the Contractor.
- 9. The contract Staff deployed by the agency shall not involve in any theft/pilferage/damage to Institute property. After necessary investigations, if proved that the Agency/their personnel are responsible for the incident, the agency is liable and will be penalized to the extent of the value of the loss and additionally Rs. 30,000/- for each such incident.
- 10. The Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the contract execution.
- 11. The Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Institute's employees involved in the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the execution of the contract.

- 12. The Contractor will not commit any offence under the relevant Anti-corruption Laws of India: further the Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Institute as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences. The involvement in any such activity shall entail a penalty of Rs. 30,000/- for each such incident.
- 13. The claims in bills regarding service Tax etc., if applicable, should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of IISc.
- 14. It has been observed in the earlier tenders that some of the vendors quote an abnormally low administrative charge with a view to obtain the contract, which is practically not workable. Abnormally low administrative charges will affect the quality of service rendered. Therefore, the institute administration in consultation with the legal consultants has decided to fix a minimum percentage of administrative charges to the agencies for providing service. The percentage, which is ratified by the Chairperson, CeNSE, IISc, will be kept in a sealed cover which will be opened just before the opening of commercial bids. The commercial quotes below the prescribed minimum administrative charges will be declared as not qualified and their commercial bid will be disqualified.

#### **SAFETY**

- 1. The Agency shall follow safety procedures in all respects.
- 2. The Agency will adhere to safe working practices and will take all safety measures necessary for safety of his employees. The agency will remain responsible for the safety of the engaged staff. The agency should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- 3. All necessary Personal Safety Equipment's as considered adequate shall be made available by the Agency for use by personnel employed on the site and maintained in a condition suitable for immediate use. Agency shall take adequate steps to ensure proper use of equipment by those concerned. Special emphasis will be laid on Fire Safety norms and proper operation of Electrical gadgets/instruments & Firefighting equipment etc. placed at the disposal of the respective dept. The Agency shall take appropriate safety measures against outbreak of fire and will be held responsible in case of such an incident occurring. Liability / responsibility in case of any Fire Accident or any other accident causing injury/death to mess workers /inmates or any of his staff shall be that of the Agency. The Institute shall not be responsible for such cases by any means.
- 4. The safety committee of the institute or any such authority assigned with the responsibilities of safety may inspect the premises and suggest safety mechanism to be followed by the contractor. These instructions are binding on the agency and any non compliance may lead to cancellation of contract.

#### **MEDICAL EXAMINATION**

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

#### **TENDER EVALUATION CONDITIONS**

- 1. The bidder shall quote the technical & commercial bids, in separate sealed envelopes, as per the format enclosed in Annexure II and III.
- 2. Only the commercial bids of technically qualified bidders would be considered. The lowest bid (L1) would be considered as the successful bidder.
- 3. In case of tie (commercial bids of two or more bidders being equal), bidders having higher average turn-over (in the last 3 financial years) will be offered the contract.
- 4. By submitting a bid for the tender, the agency implicitly agrees to the above condition.

#### **Annexure-I**

### **Requirements of manpower at IISc**

SI. No.	Category	No. of Persons Required
1.	Equipment Technologist	12*
2.	Facility Technologist,	50*
3.	Sr. Facility Technologist,	25*
4.	Technology Manager	9*
5.	Chief Technologist	3*
6.	Project Coordinators, Project staff, Facility Staff	16*
	TOTAL	115

<sup>\*</sup>These figures may vary according to requirement.

#### **Annexure II**

#### **TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

### For providing Manpower Services to IISc

1.	Name of Tendering Company/ Firm / Agency  (Attach certificate of registration)
2.	Name of proprietor / Director : of Company/Firm/agency
3.	Full Address of Reg. Office with Regn. No.
	4. Regd. Office / Branch address in Bangalore
	5. Telephone No/Mobile No :
6.	E-Mail Address
7.	PAN / GIR /TIN No. (Attach Attested Copy)
8.	Labour Regn. No. (Attach Attested Copy)
9.	GST Regn. No. (Attach Attested Copy)
10.	E.P.F. Regn. No. (Attach Attested Copy)
11.	E.S.I. Regn. No. (Attach Attested Copy)
12.	Financial turnover of the tendering Company /Firm /Agency for the last 3 Financial Years
	(Attach separate sheet if space provided is insufficient)

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

Note: Attach last 3 years balance sheet/Auditors certificate

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

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

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

14. Details of Earnest Money Deposit: D.D./P.O. No. & Date & Bank	
<ul><li>15. Additional information if any (Attach separate sheet, if required)</li></ul>	
16. Details of MSME certificate issued by Bodies specified by Ministry of MSME	

#### **CERTIFICATE OF ETHICAL PRACTICES**

- I. I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s, which are improper/Illegal during the execution of the contract awarded to us.
- II. Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities /practices in my / our dealing with the Institute.
- III. I / We will have no conflict of interest in any of our works / contracts at theinstitute.

DATE

SIGNATURE OF THE TENDERER

.....

### **ANNEXURE III**

#### **COMMERCIAL BID**

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

1.	Name of tendering Company / Firm / Agency :	

2. Contractors Administrative / Service Charge in (%) \_\_\_\_\_\_

#### Note:

- Attention is drawn to the Clause No.14 under Page No.17 of this document regarding Administrative charges.
- The Selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government along with all such other statutory dues like ESI, EPF, etc as notified by the Central Government from time to time.

SIGNATURE OF THE TENDERER

.....

#### **ANNEXURE IV**

#### **Check-List**

(To be enclosed with the Technical Bid)

Technical bid, sealed in a separate envelope superscribed as "Technical Bid"		
COMMERCIAL bid, sealed in a separate envelope superscribed as "COMMERCIAL Bid"		
Earnest Money Deposit		
Proof of FINANCIAL Turn-over for previous three financial years		
Copy of Registration certificate with Labour Department		
Copy of PAN/GIR Card		
Copy of the IT returns filed for the last three FINANCIAL year		
Copies of EPF and ESI certificates		
Copy of GST Registration		
Copy of KST/CST/VAT/Tin if available		
Proof of Regd. Office/Branch Address in Bangalore		
Work Experience of Similar work during the previous years (List of firms where they have provided services and details of contact person(s).)		