

TENDER DOCUMENTS

<u>FOR</u>

SELECTION OF AGENCY FOR PROVIDING HOUSEKEEPING AND GARDENING STAFF TO INSTITUTE OF SEISMOLOGICAL RESEARCH ON OUTSOURCE BASIS

INSTITUTE OF SEISMOLOGICAL RESEARCH DEPARTMENT OF SCIENCE AND TECHNOLOGY GOVERNMENT OF GUJARAT

Knowledge Corridor, Raisan, Gandhingar-382009 Tel: +91 79 66739000, +91 79 66739003 Website: www.isr.gujarat.gov.in

INTRODUCTION & REQUIREMENTS

1. Introduction:-

Institute of Seismological Research (hereinafter referred to as ISR) is a research institute set up by Government of Gujarat. It is involved in the field of seismology and geophysics. It conducts extensive field research. It is housed of 15 labs with state of art facilities. It is spread across 5 hectares of area. ISR hereby invites offers from reputed / authorized / experienced firms / companies engaged in the business of consultancy for providing Manpower for Housekeeping and Gardening staff at ISR on outsource basis. Tentative requirement of ISR for its office is tabulated below. The said tender is for the period of one year and further extendable to two years if the performance of the Agency so selected is found satisfactory.

The estimated value of the work is approximate Rs.50,00,000/- (Rupees Fifty Lakh)(1 year) as per the previous experience. However, the value may be considerably lower or higher from time to time as per the requirements during the contract period.

2. Requirements:-

- I. As per <u>Annexure 4</u> of the tender document.
- II. Bidders must note that the requirements are purely approximate and may vary to any extent positively or negatively, which the successful bidder will have to obey and accept during the contract period. ISR, at its sole discretion, shall increase or decrease No. of resources for any category/(s) during the contract period.
- III. ISR will also relax the qualification and experience criteria.
- This is basically supply of manpower contract as per Annexure-4. Bidder/(s) has to mobilize required skilled manpower in line with scope of work and direction of ISR.

Chapter 2 ELIGIBILITY CRITERIA FOR BIDDERS

The bidder, participating in the tender, shall meet the following qualification criteria. The Financial bid of those bidder/s who meet the qualification criteria shall only be considered and thus these criteria shall be minimum qualifying condition for bidders.

Para No	Particular	Details	Documentary Proofs to be furnished
1	General Experience	Bidder should possess a minimum of continuous three (3) years of experience in providing manpower for housekeeping services and three (3) years of experience in providing man-power for gardening services in India ending on 31/03/2023.	Experience should be supported with satisfactorily completion certificate of the client along with copy of work order/agreement showing the scope of work,
2	Specific Experience	Out of these three (3) years of the similar business, the bidder/s must possess a experience in providing manpower to limited company or Public Sector Undertaking (PSU) of a Government in India Or A Government Organization	cost, place and date of appointment. Copy of work order alone will not be considered. It must carry satisfactorily completion certificate.
3	Single Contract Value for a year	Bidder should have executed successfully at least one single contract (single contract for a year only) of Rs. 50 LAKHS (Indian Rupees Fifty Lakh) or more.	
4	Turnover	The Average Annual Turnover of last 3 Financial Years (FY 2020-21, 2021-22, 2022-23) of the bidder should be at least INR of Rs. 50 LAKHS (Indian Rupees Fifty Lakh) or more, from providing HR Management services in India during each year.	Self-certified copy of audited balance sheet and profit and loss accounts (by a practicing chartered accountant) of last 3 FYs to be furnished.
5	Profitability	The bidder should have earned profit during last 3 FY continuously.	Income Tax return of last 3 years with commutation to be furnished.
6	Debarment	Bidder must not have been blacklisted or terminated by any client in India and has never filed any law suit in the last three years. No judgment, claim, arbitration proceeding or suit pending or outstanding against the bidder or its officers. Bankruptcy was never filed by bidder.	Undertaking in this regards by the Bidder is a must as per format given in Annexure III.
7	Office Availability	Bidder must have a branch office in Ahmedabad/Gandhinagar.	Office Address Proof
8	Tender Copy	The vendor has to sign and stamp each page of our original tender document so as to agree to all prescribed terms and conditions	Signed & sealed tender copy

Note:-

- 1. The similar business and/or similar experience means supply of various types of man-power. The similarity and suitability of the experience shall be assessed by ISR on the basis of documentary proof furnished for the purpose. ISR may confirm the documentary evidences by making cross-reference.
- 2. Documentary evidence/proof as stated above shall have to be furnished in proper manner in order to establish the claim made by bidder/(s) without fail. If documentary proof in

acceptable manner is not furnished, the bid/(s) shall be termed to be incomplete and be summarily liable for rejection. No correspondence/interaction, in this regard, shall be entertained by ISR. Therefore, **Bidders are strongly advised to take sufficient care in this regard.**

3. In case of insufficient bidders for the said qualifications, ISR shall reserve the rights to dilute the criteria at its discretion for selection of a suitable agency for the work.

(INSTRUCTIONS TO BIDDER)

(1) RIGHT TO VARY QUANTITIES:

ISR reserves the right at the time of award of the contract or during the contract period to increase or decrease the number of the manpower in the schedule of requirements without any change in unit price to any extent at its sole discretion.

(2) Technical Bid should consist of the following documents:

- 1. Self-attested copy of Valid Registration Certificate of the Agency/Firm under Registrar of Company/Firms or local authority;
- Self-attested one recent passport size photograph of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of all Directors/Partners along with the power of Attorney of authorized person along with Annexure-I;
- 3. Self-attested copy of PAN card of the Agency/Firm/Company under Income Tax Act;
- 4. Self-attested copy of GSTIN Certificate of the Agency/ Firm/ Company;
- 5. Self-attested copy of valid Provident Fund Registration Number of the Agency/Firm/Company;
- 6. Self-attested copy of valid ESI Registration Number and Professional Tax Registration Number of the Agency/Firm/Company;
- 7. Self-attested copy of valid Registration Number under Contract Labour Act and under any other Acts/Rules of the Agency/Firm/Company for the latest assignment;
- 8. Proof of Average Annual turnover as stated in Chapter 2 "Eligibility Criteria", along with Audited P&L statement or Balance sheet copy of Agency/Firm/Company duly certified by Chartered Accountant.
- 9. Proof of experience as stated in Chapter 2 "Eligibility Criteria" shall be supported by documents from the concerned organizations on its letterhead along with necessary contact details and a satisfactorily work completion certificate. The certificate should consist number of manpower deployed at multiple locations of the organization along with square feet area as mentioned in Annexure-I.
- 10. Income Tax Returns of last 3 Financial Years (FY 2020-21, 2021-22, 2022-23) of the Agency/ Firm/ Company

(3) MISCELLANEOUS:

- (3.1) The bidder is expected to examine all the instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may be resulted into rejection of the bid.
- (3.2) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.
- (3.3) The bidder shall check all the pages of tender document and in the event of discovery of any discrepancy or missing pages, the bidder shall get them from ISR.
- (3.4) In case bidder has any doubt in any aspect of the mentioned tender, he/she may seek clarification from ISR in such a way that he/she could submit tender online as well as physical well before the last date and time as mentioned in the tender process.

(3.5) ISR have all rights to cancel the tender at any stage. The decision taken by ISR will be final and binding to all the bidders in all the aspects of the mentioned tender and the No claims of Bidders in any form against ISR shall be entertained.

Special Terms & Conditions of Contract

(Hereinafter Successful Bidder is referred to as "The Agency")

(1) Scope of Work:

Manpower are required for cleaning, sweeping & mopping of floor, common area, wash rooms, Vacuum cleaning of Carpets, Dusting of Furniture & Equipment, Carpentry-Plumbing hands-on jobs, Pest control coordination, cleaning of window façade, walls, maintaining garden and other such are, ceiling with telescopic mop etcetera.

- **(1.1) Manpower:** The Agency has to provide efficient workforce as per requirement of ISR to maintain the offices and sites up to the best corporate standards. Quality needs to be ensured up to the satisfaction of the ISR officials.
- (a) The agency shall deploy housekeeper and gardener whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operation problems.
- (b) Deployed personnel shall be polite, courteous, well behaved and shall be dressed properly at time at the time of duty. The agency shall at its own cost, provide 3 sets of uniforms, 1 pair black shoes, black belt and I-card, from day 1 of contract period. Without uniform entry shall not be permitted in the office premises. All manpower so deployed by agency will perform their duty in proper uniform and grooming standards.
- (c) Personnel shall be properly immunized before or during the course of employment ensuring that no individual is suffering from any chronic or communicable disease.

ISR have all right to appoint and termination of employees

- (d) The Agency shall also appoint Field Officer at its own cost who will monitor manpower deployed and the daily activities to be performed at all office of ISR. He/She will also be responsible to take necessary actions towards the smooth execution of the daily activities performed at ISR. He/She shall ensure complaints/service calls are getting closed or resolved in stipulated time period.
- (e) The agency shall employ good and reliable personnel with robust health and clean record preferably within the age group of 21 to 45 years to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by ISR, ISR shall have the right to ask for replacement without giving any reason thereof and the agency shall on receipt of a written/oral communication in this regard will have to replace such personnel immediately.
- (f) After entering into contract agreement, the agency shall submit an undertaking to ISR that the staff deployed by agency for the work shall not have any claim in any form with ISR with

respect to employment in ISR offices and sites. The agency shall be responsible for any disputes of any kind including wages or any other service condition. The agency shall be fully responsible for any compensation or any claim of the labour deployed by them for the work at ISR offices or sites. Any personnel engaged by the Agency under this contract shall not be employee of ISR in any case and there will be no employer-employee relationship between ISR and the personnel so engaged by Agency.

- (g) The manpower may require working on holidays if there is any requirement.
- (h)The job of minor shifting of furniture items and other items will also be done by the personnel engaged by the agency for the referred job as and when required.
- (i)Necessary police/background verification of the deployed staff is mandatory and a copy of the same is to be submitted to ISR.
- (j)The agency shall maintain a register containing details of the complaints received from ISR and the actions taken for the same along with daily reports.
- k)The agency shall submit daily report of the duties performed signed by its supervisor at the end of the day duly signed by ISR official.
- I) Each person under each category so deployed at ISR shall be with prior consent of ISR with respect to credential of a person. ISR, at its discretion, may examine credential of each/all persons so proposed and after an examination; a suitable decision will be given. The agency shall be solely bound to follow decision of ISR in this regard.
- m) The Agency is bound to bear all the loss incurred due to inefficiency, negligence or intentional damage done by the manpower deployed to record/employees/services/tangible and intangible assets of ISR. ISR will take necessary actions against the agency in such cases and agency may be penalized accordingly.
- n) Working Days: There are 26 working days in a month.
- 0) Bidder will not quote their rates/percentage below 3.85%. Those bidders who will quote their rates/percentage bellow 3.85%, will be considered disqualified.

p) Bidder Selection:-

- 1. The lowest one will be selected.
- 2. On incident of multiple L1, the L1 would be selected on basis of prevailing GeM norms.

(2) Payment Terms:

I. The agency shall be solely responsible for making payment of monthly wages and other admissible allowances to the personnel so deployed at ISR at the agreed rates on or before 5th of every subsequent month. In addition to agreed rates, the other labour law compliances such as bonus act, gratuity act, etc will be reimbursed to the agency by ISR on actual basis.

This shall cover only eligible statutory payments only. The other expenses such as uniforms, training etc have to be sole responsibility of the Agency and the agency has to factor it in its agency charges and thereby It shall be considered by ISR that the agency has duly factored such cost in its agency charges, ISR shall not be responsible for any other cost except the agreed rates as per financial bid.

- II. The Agency is required to make the payment of the wages to their employees through Cheque/Bank Transfer only and copy of the same shall be submitted to ISR along with monthly invoice.
- III. The Agency shall follow the prevailing norms pertaining to Employee Provident Fund, Employee State Insurance and Professional Tax. Challan copies along with Bank Transition Slips and ECR record shall be submitted by agency along with monthly invoice.
- IV. The agency is fully responsible to make payment to the deployed manpower as per the latest norms of any other admissible allowances under any law in force.
- V. In case of rate revision by labour department on minimum wages during the contract period, difference amount (if higher than current minimum wages) may be reimbursed by ISR to agency upon request. However, Agency has to ensure payment to deployed staff as per the latest rate revision to comply with the law.
- VI. Payments shall be made on monthly basis within 15 working days after submission of statutorily complied acceptable bills in the succeeding months. The Agency shall submit the bills before 5th of every subsequent month along with the following documents. After submission of valid documents only, payment will be processed by ISR.
 - I. Category-wise Attendance Sheet Records (Site wise and Shift wise)
 - II. Wages Register (as per norms of contract labour act)
 - III. PF/ESI/WC and Professional Tax Challans duly paid by the agency along with Bank Transition Slip
 - IV. PF/ECR File and ESI contribution Statement
 - V. Daily Report Summary duly signed by ISR.
 - VI. Valid Contract Labour License Copy for ISR.
- VII. The agency has to make payment to its manpower deployed at ISR before 5th of every month. Payment to the agency staff by the agency will not depend on the clearance of the bill submitted at ISR. If agency fails to make payment to its manpower deployed at ISR before 5th of every month, it will be viewed as a service lapse and suitable penalty 2% penalty of total bill amount, ISR may be deducted from its monthly invoice/bill.
- VIII. ISR shall have prerogative to raise the other allowances at its sole discretion at any point of time during the contract period. ISR will review the performance of each person so deployed from time to time and may hike the other allowances of any person to appreciate him/her performance. ISR thereby intends to retain suitable person/s at its discretion. Agency, in this regard, shall be bound to follow the decision of ISR and must make payment accordingly.
 - IX. Formats for submission of wage bills and reimbursement claims should be in a manner so communicated by ISR from time to time.
 - X. ISR may retain a labour law expert (on consultation basis) for ensuring accuracy of compliance of various labour laws of the country. The agency will have to produce all the necessary details, records, registers, bank statements, PF challan, ESI chanllan or any such record so sought by the labour law expert from time to time. Without clear opinion of labour law expert, ISR will hold the payment of the agency.

(3) <u>Deduction for Exceptions:</u>

- (3.1) In case of any of the agency's personnel deployed under the contract is (are) absent or fails to report in time and agency is unable to provide suitable substitute in time, a penalty equal to double the wages (per day) of the number of manpower absent on that particular day shall be levied by ISR and the same shall be deducted from the agency's bill.
- (3.2) In case of agency fails to disburse the salary to their staff on time i.e. on or before 5th of subsequent month, 2% penalty of total bill amount will be deducted by ISR. In case of repetitive incidents, suitable amount of penalty as decided by DG, ISR will be deducted from the agency's monthly bill and performance guarantee shall be forfeited.
- (3.3) In case of any public complaint received which is attributable to misconduct/misbehaviour of the agency's personnel, and is assessed as true by ISR administration, a penalty of Rs.5,000/- (Rupees Five Thousand Only) for each such incident shall be levied and the same shall be deducted from The Agency's bill and on repetition of the same ISR may terminate the contract.
- (3.4) If as a result of post payment audit, any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the contract, it shall be recovered by ISR from the agency's subsequent bills without consent of the agency.
- (3.5) ISR will deduct the statutory tax, penalties, if applicable etc. from each bill from time to time if required.
- (3.6) Rs.1000 (Rupees One Thousand Only) per day will be deducted if any working day's report is missing along with the monthly bill/invoice or not signed off by ISR officer in case of unsatisfactory work.
- (3.7) Rs.1000 (Rupees One Thousand Only) per day per person will be deducted if any staff of agency is not in proper grooming standards or without uniform or without ID card.
- (3.8) If any repetitive lapses are found in the performance of the duty by the agency or on any particular incident negatively affecting the working of ISR, a suitable amount of penalty as decided by DG, ISR Co. Ltd. will be deducted from the agency's monthly bill/performance guarantee.
- (3.9) In case of driver, if misbehaviour, abusive language, drunk condition or any such unacceptable situation are found, the agency has to replace the same particular driver immediately. Driver shall handle the ISR vehicle carefully and also drive properly. Fines due to violation of traffic rules shall be borne by the agency.

(4) Sub Contracting:

The Agency shall not sub-contract any part or whole part of the rate contract or any activity mentioned in the tender to any sub-contractor.

(5) Termination:

- (5.1) If The Agency fails to perform its duties/functions satisfactory as expected by ISR, ISR reserves the right to terminate the contract with agency at any point of time. In no event shall the agency be entitled to any prospective profits or consequential losses because of such termination.
- (5.2) If Agency does not desire to continue the contract, in such case, it has to give three months' notice in advance to ISR and its security deposit will be forfeited.

- (5.3) In addition to the any provision of this contract, ISR can terminate the contract without providing any reason to the agency by giving notice in one month in advance. No compensation shall be paid to the agency for the residual period after the cancellation of contract.
- (5.4) Failure by The Agency to comply with any statutory requirements and terms and conditions of this tender during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender by ISR. In such a case, the security deposit will also be forfeited.
- (5.5) In case of repetitive lapses in fulfilling the contractual obligations, ISR may terminate the contract without giving any notice towards the same and forfeit the performance guarantee/security deposit.

(6) Statutory Compliance with Laws, Regulations and Orders:

The Agency shall comply with all applicable Indian Laws, decree, rules and regulations of government or any authorised agencies of any government in India and maintain valid record for verification by the statutory authorities as well ISR as and when required.

(7) Applicable Law:

The contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India and parties hereby agree to submit to the jurisdiction of the Indian Courts. For legal matter, disputes, if any, the court of the jurisdiction shall be Gandhinagar, India.

(8) <u>Performance Guarantee:</u>

The Agency shall deposit Performance Guarantee, within 7 calendar days from the date of issuance of LOA, of **5** % of total contract accepted value (including Agency Charges and all) in the form of account payee cheque/DD/PO or a bank Guarantee or Fixed Deposit from nationalised/scheduled bank payable at Gandhinagar. The said Performance Guarantee must be valid for a period of Ninety days after the date of completion of all contractual obligations. In case of extension of contract period the performance guarantee shall be extended further as per the requirements of ISR. This Performance Guarantee shall be released only after 90 Days from the date of expiry of the contract.

<u>ANNEXURE – 1</u>

Information of Bidder

		General Informa	ation	
	Name & Add	ress of Bidder		
1	Telephone N	o. of Owner/Authorized Person		
2	PAN Card Department	No. issued by Income Tax		
3	Established Month and year of Bidder (To be supported by valid registration proof)			
4	EMD : Bank	Name:-		
		Experience De	tails	
		Name of organization where bidder has provided facility management services		
		Site/Location		
	ontinuations of	Duration of contract		
3 years' experience for similar facility		Work Order Amount in Lakh		
Ser	anagement vices in India (Must be	Scope of Work in Brief		
su	ipported by atisfactorily	Personnel deployed		
completion certificate) 2. 3 years, of experience in listed limited company or public Sector Undertaking of a Government or a government organization		Work Order / Contract Agreement (Attached- Yes or No)		
		Work Completion Certificate (Attached – Yes or No)		
		Name of The Organization where bidder has provided facility management services		
		Type Of Organization (PSU or Listed Limited Company or Government organization)		
Out	of above Para	Name of Organization and		
single	least one e contract for or should be of	Type of Organization		
Rs. 50 Lakhs or		Value of Contract done		

more						
3. Average Annual Turnover	Turnover Certified by Chartered Accountant (C.A)		2020-21		2021-22	2022-23
4. Profitability		Should have earned profit during last 3 FYs	Year 20-21:- Year 21-22:- Year 22-23:-		21-22:-	
Date:- Place:-						
Seal		Sign Nan				

Designation:-

Annexure 4

Requirements:-

I. <u>Manpower Requirement of ISR</u>

SR NO	Location & Area of Offices / Sites	No of House Keeper Required	No of Gardeners Required	Total
1	Institute of Seismological Research, Raisan, Gandhinagar spread across 5 hector of age and being two storied	*14 Sweeprs including 3 sweeprs in our Observatories (UNA,Bhachau, & Barwani	*6	20
	Total	14	6	20

Total Sq.Ft. Area is around 50,000 Sq.Ft.

- II. Bidders must note that the above tabulated requirements are purely approximate and may vary to any extent positively or negatively, which the successful bidder will have to obey and accept during the contract period. ISR, at its sole discretion, shall increase or decrease No. of labour for any category/(s) during the contract period.
- III. The agency shall be sole responsible for maintaining housekeeping and gardening maintenance activities as outlined in scope of the work.

<u>ANNEXURE – 5</u>

Bank Guarantee Format

FORM OF BANK GUARANTEE FOR Earnest Money Deposit (EMD)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To: Institute of Seismological Research Knowledge Corridor, Raisan Gujarat, India WHEREAS M/s the Bidder/Tenderer* (Name and address of Tenderer)* herein after called "the agency" has undertaken for "Hiring Agency for Providing Housekeeping & Gardening Staff" on outsource basis At Institute of Seismological Research, Raisan, Gandhinagar, Gujarat, India,
AND
WHEREAS it has been stipulated by you in the said tender that the Agency shall furnish you with a Bank Guarantee by an Bank (excluding Co-operative Bank) for the sum specified herein as Earnest Money Deposit (EMD) for compliance with his obligations in accordance with the Tender,
AND WHEREAS we have agreed to give the Agency such a Bank Guarantee:
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of (amount of Guarantee) (in words), such sum being payable in Indian Rupees at Gandhinagar, and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed hereunder or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid for 45 days beyond the validity of the financial bid validity period and shall be suitably extended if the commissioning of the contract is delayed or extended for whatsoever reason. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in any manner.
SIGNATURE AND SEAL OF THE GUARANTOR
NAME OF BANK
ADDRESS DATE
Notes:

- 1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'
- 2. The Bank Guarantee shall be from an Indian Scheduled Bank acceptable to the Employer.

BLANK PAGE