

## महाराष्ट्र विज्ञान वर्धिनी आघारकर अनुसंधान संस्थान

Maharashtra Association for the Cultivation of Science

## AGHARKAR RESEARCH INSTITUTE

(An Autonomous Body Under the Department of Science and Technology, Govt. of India)
G. G. Agarkar Road, Pune - 411 004, India

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दिनांक: 10.02.2021

Dated: 10.02.2021

नं.: 11/41/2020-2021/प्रशासन/निविदा/आकस्मिक मजदूर/511 No.: 11/41/2020-2021/Admin./Tender/Casual Labour/511

## जीईएम पोर्टल के माध्यम से निविदा आमंत्रित करना NOTICE INVITING TENDER THROUGH GEM PORTAL

आघारकर अनुसंधान संस्थान, गोपाल गणेश अगरकर रोड, पुणे द्वारा 01/03/2021 से 28/02/2022 तक एक वर्ष की अविध के लिए अनुबंध के आधार पर आकस्मिक मजदूर सेवा प्रदान करने हेतु प्रतिष्ठित और पंजीकृत फर्म / कंपनी / संस्था से निविदा आमंत्रित कि जा रही हैं । आत: एच्छुक प्रतिभागी भाग लेने के लिए जीईएम पोर्टल देखे ।

जीईएम बोली दस्तावेज (No. GEM/2021/B/1015801) इसके साथ संलग्न है । जेम पोर्टल (www.gem.gov.in) के माध्यम से निविदा प्राप्त करने की अंतिम तिथि 20/02/2021, 17:30 घंटे तक है।

The Agharkar Research Institute, Gopal Ganesh Agarkar Road, Pune invites bid from reputed and registered Firms / Companies / Institutions for providing Labour Services on contract basis for a period of one year from 01/03/2021 to 28/02/2022 in its Pune office. Hence the bidder who wishes to take part in the bid may visit the GeM Portal for participation.

The GeM Bid (No. GEM/2021/B/1015801) document is enclosed herewith. The last date for receipt of Tender through GeM Portal (www.gem.gov.in) is 20/02/2021 at 17:30 Hrs.

(अ रहमान / A. Rahman) प्रशासनिक अधिकारी / Administrative Officer



Bid Number: GEM/2021/B/1015801 Dated: 10-02-2021

## **Bid Document**

Bid Details		
Bid End Date/Time	20-02-2021 17:00:00	
Bid Opening Date/Time	20-02-2021 17:30:00	
Bid Life Cycle (From Publish Date)	90 (Days)	
Bid Offer Validity (From End Date)	60 (Days)	
Ministry/State Name	Ministry Of Science And Technology	
Department Name	Department Of Science And Technology (dst)	
Organisation Name	Agharkar Research Institute (ari)	
Office Name	Pune	
Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Mazdoor/Labour	
Contract Period	1 Year(s)	
Bidder Turnover (Last 3 Years)	19 Lakh (s)	
Experience Criteria	3 Year (s)	
MSE Exemption for Years Of Experience and Turnover	Yes	
Startup Exemption for Years Of Experience and Turnover	Yes	
Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Bid to RA enabled	No	
Time allowed for Technical Clarifications during technical evaluation	5 Days	
Evaluation Method	Total value wise evaluation	

## **EMD Detail**

l	Advisory Bank	State Bank of India
l	EMD Percentage(%)	3.00
l	EMD Amount	113611

## ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	12

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### Beneficiary:

Director

Agharkar Research Institute (ARI), under Department of Science and Technology (DST), Gopal Ganesh Agarkar Road, Pune 411038 (M.S.) INDIA.

(Agharkar Research Institute)

#### **Splitting**

Bid splitting not applied.

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

Additional Required Data/Document(s)

Annual turnover Required by Buyer in Crores: 0.50

Scope of work & Job description: 1612953857.pdf

# Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Mazdoor/Labour ( 15 )

**Technical Specifications** 

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Not Required	
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Addon(s)	
Additional Details	
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Title for Optional Allowances 2	0
Designation	Casual Labour under MWA _ Unskilled
Title for Optional Allowances	0

#### **Additional Specification Documents**

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired of above mentioned technical specification	Additional Requirement
1	Dhobale Rushikesh Bhaskar	411004,G.G.Agarkar Road	15	Minimum daily wage (INR) exclusive of GST: 639 Provident Fund (INR): 76.68 ELDI INR): 6.39 ESI (INR): 20.77 Bonus (INR): 0 EPF Admin Charge (INR): 0 Optional Allowances (INR): 0 Optional Allowances 2 (INR): 0 Optional Allowances 3 (INR): 0 Optional Allowances 3 (INR): 0 Toptional Allowances 3 (INR): 10 Toptional Allowances 3 (INR): 10 Toptional Allowances 3 (INR): 10 Toptional Allowances 10 Toptional Allowance

## **Bid Specific Additional Terms and Conditions**

- 1. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- 2.Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
- 3. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Director, Agharkar Research Institute MACS payable at Pune.
  - Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
- 4.Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Agharkar Research Institute MACS Account No. 11100349036 IFSC Code SBIN0001110 Bank Name State Bank of India Branch address Deccan Gymkhana, Shirole Bhevan, PMT Building, J.M. Road, Pune 411004. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
- 5.OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- 6.Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Director, Agharkar Research Institute MACS payable at Pune. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
- 7.Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Agharkar Research Institute MACS Account No. 11100349036 IFSC Code SBIN0001110 Bank Name State Bank of India Branch address Deccan Gymkhana, Shirole Bhevan, PMT Building, J.M. Road, Pune 411004. Successful

Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

- 8. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
- 9.PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
- 10. Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- 11. Escalation Matrix For Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- 12. The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.
- 13. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
- 14. Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 15.Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- 16.To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): 1) Experience of number of years in operation. 2) Similar nature of work. 3) Turnover of the last three financial year / balance sheet. 4) Number of Manpower on roll. 5) Performance of firm during last three years. 6) Single order from any Central / State Government Ministry / Department / PSU / Autonomous body. 7) Pune Base firm. 8) GST. 9) MSME. 10) Shop Act / Labour Licence. 11) ESIC. 12) PF & ELDI Certificate. .

### 17.Commercial Experience Eligibility Criteria:

For experience, the order(s) executed by the bidder, during the last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls, should be considered as under:

Three orders each executed for similar item(such as 3) where executed value is not less than the amount equal to 30% of the estimated cost.(i.e Rs. 1136100)

OR

Two orders each executed for similar item(such as 2) where executed value is not less than the amount equal to 40% of the estimated cost.(i.e Rs. 1514800)

OR

One order executed for similar item(such as 1) where executed value is not less than the amount equal to 50% of the estimated cost.(i.e Rs. 1893500)

The last date of order execution may fall in the above mentioned period.

- 18. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
  - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
  - b. Execution certificate by client with order value.
  - c. Any other document in support of order execution like Third Party Inspection release note, etc.

This Bid is governed by the <u>General Terms and Conditions</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

#### ---Thank You---

#### PRE-QUALIFICATIONS AND TERMS & CONDITIONS FOR THE CONTRACT

#### Pre-Qualification Criteria:-

The firm should submit the following documents in the technical bid for pre-qualification:-

- The firm should have executed labour contract in the past and should have got valid labour license for that contract from Labour Commissioner. Firm should submit documentary proof.
- 2) Firm should submit proof of the experience certificate(s) to any Central/State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in Last Three Years. Similar work is defined as service contract for hiring of labours for various jobs.
- 3) Firm must have Income Tax PAN. Documentary proof is to be enclosed.

#### **Technical Conditions:-**

- 1) The firm should possess an appropriate license under Contract Labour Act, 1970 from the Central Labour Commissioner (CLC) documentary proof is to be enclosed.
- 2) The firm should have valid EPF No. and ESI registrations from the concerned authorised agencies documentary proof is to be enclosed. The contribution towards the ESI & EPF is to be made as per rules in force. The other allowances, levies as applicable to be the contract are to be paid by the contractor as per the rule.
- 3) At any stage, if the Institute found any fraudulent or corrupt practices, the MACS-ARI reserves the right to cancel the bid / contract at any stage.
- 4) The Director ARI, Pune reserve right to accept or reject any/ all bidders / bid without assigning any reason (s) thereof at any stage.

- 1. Outsourcer's casual labour / manpower requirement as defined in tender.
- 2. The Institute needs the services of about 15 unskilled labours every month (depending upon the actual requirements) to be supplied on contract on daily/monthly basis as per requirement from time to time. Names and addresses of the personnel to be provided should be submitted to the Institute well in advance with antecedent verification report of every person.
- 3. All statutory aspects and welfare measures in this connection, such as Minimum Wages Act, Payment of Wages Act, Contract Labour Act, PF, ESI, and other statutory provisions as may be applicable should be fulfilled by the Contractor. The Contractor shall be the principal employer of the labours to be provided in the premises of ARI. Whenever a GR is issued by Govt. to increase the DA percent
- 4. Qualification of each labour should be preferably minimum X<sup>th</sup> std. passed as per Government directions and in the age group of 18-35 years. Contractor should not employ the children below the age of 18 years.
- 5. Contractor shall deploy workers for maximum 288 working days in a year (5 days week + 1 day weekly paid off). Labours / workers should be present on duty in the Campus on all working days and other days of importance from 0845 hrs to 1745 hrs or on as required basis (Except on the day of weekly off and other Holidays)
- Police verification report and security clearance for all the labour and supervisory staff is to be obtained before commencement of the work.
- The Contractor should provide Uniform, Shoes, raincoats etc. and safety appliance to the staff/labour. Uniform must be worn by the contract staff while on duty. The staff must be neatly dressed and smartly turned out at all times.
- 8. Labour / worker should be healthy and pleasant in appearance and conduct. They should be able to write, read and speak Hindi & Marathi etc. languages.
- 9. Contractor is bound to ensure that all safety gadgets, personal protective equipment's required to be provided as the mandatory provision as per the existing law in force. It should be made available to workers deployed for executing the job, failing which it will be viewed seriously and contractor will be debarred from executing the contract apart from blacklisting the firm. The contractor shall be responsible for safety of his own workers while working into (both inside and outside Institute). Institute/Management shall not bear any Responsibility in case of any mishappening. The contractor will be responsible for paying any compensation / making up loss to his personal as necessary as per rule.
- 10. The individual engaged by contractor will not have any right/claim whatsoever for direct recruitment of permanent employment in the Institute. The undertaking of the same has to be submitted by the individual engaged by the contractor.
- 11. The contractor is responsible for maintenance of log book register etc. as related to the work and observes all necessary acts and rules related to the contract.
- 12. One Supervisor shall be appointed among the labours who shall maintain attendance of all contract labours and to ensure jobs assigned to labours properly. He shall report regularly to Administration Section.
- 13. Supervisor/Officer-in-Charge/responsible person must be accessible throughout in case of emergency.
- 14. Labours/ workers will have to carry out administrative duties as may be instructed to them by the Scientists/Officers to whom they may be attached on required basis.
- 15. In case of failure of contractor to perform the contract satisfactory, the same will be cancelled at contractor risk & cost and a fresh contract will be entered into the risk & cost of the defaulting contractor.
- 16. Contractors will have to make their own arrangement for supervision / Vigilance on the activities employees engaged by him for the work inside the institute. The contractor will be responsible for any misconduct, theft/ attempt of pilferage for misdemeanor on the part of contractors employees engaged in the Institute in connection with the contract work. If the contractor's employee(s) is / are found to be involved in such activities the contractor will be held responsible for the same and apart from penalty / penal action, contractor will be liable for administrative action including debarring the firm for further Contracts.
- 17. The losses to Government / Institute properties, if any due to contractor laborers, will be recovered from the contractor's payment. The damages, charges / losses if any due to contractor will be recovered from the contractor. The contractor will have to abide by the all security instructions and requirements as necessary and intimated by Institute.
- 18. The contractor will have to maintain daily attendance register and get it duly signed by representative of section as well as Administrative officials. Other registers which are required to be shown to the Government Inspectors (Minimum Wages etc.) are to be maintained and shown to the authority concerned.
- 19. Subcontracts are not allowed.
- 20. The contractor will have to take out the following insurance policies to cover all the risk and keep them valid till the successful completion of the contract (I) work man's compensation (ii) Risk/Liability of 3rd Party. Wherever applicable at contractors end/ cost.
- 21. The contractor should indemnity the Institute against any litigation arising from violation of rules and status. The firm shall conduct all legal proceedings as may be necessary without any cost to the Institute.

- 22. Refund of Performance Security Deposit: Security Deposit of the work shall not be refund till the contractor produce a clearance certificate from concerned department / authority or his representative. As soon as the work is Virtually completed the contractor shall apply for clearance certificate to administration or his authorised representative under intimation to officer-in-charge of the work, if no complaint is pending against the contractor in respect of the work on record after one month of the date of completion of the work, Administrative Officer or his Authorised representative will issue clearance certificate.
- 23. The contractor will submit the bill after obtaining verified attendance sheet from head / Sr. Scientist / In-charge of the section as well as attendance register / logbook verified by administrative officials / representative, every day.
- 24. Firm will submit the proof of ESI and EPF contribution to workers engaged by the firm. Worker without having ESI and EPF should not be engaged in this Institute.
- 25. Payment will be made to the laborers through the bank only and proof copies submitted along with monthly bills respectively.
- 26. Any violation of the Labour Law will be solely responsible for the contractor / firm. This Institute will not be responsible in any way.
- 27. Only that contractors should be entrained whose registered office is located in Pune

#### 28. PENALTY CLAUSE:-

- 1 In case of deployment of less manpower the penalty @Rs. 100/- per Labour/Man-day will be deducted from contractor's monthly payments.
- 2 In case the firm didn't provide Services/Job contract @Rs. 250/- per instance per day will be deducted.
- 3 In case of unsatisfactory performance report the penalty @Rs. 5000/- Per Instance will be deducted from contractor's monthly payments.

#### 29. PAYMENT TERMS:-

- 1 100% payment will be made on monthly basis on receipt of actual admissible Tax Invoice from contractor on the based on the actual verified attendance record and on receipt of bill supported with requisite documents.
- 2 Firm should submit the proof of payment of ESI & EPF (Both employees contribution and Employer Contribution.) alongwith monthly bills.
- 3 Firm should submit the Service Tax Invoice alongwith bill as per rule.
- 4 Firm will submit the Job Completion Certificate and Payment Certificate along with the bill.
- 5 Preferred mode of payment will be e-payment (ECS/NEFT/RTGS) wherever available.
- 6 No advance payment shall be made to supplier / vendor on any count.

#### JOB DESCRIPTION

JOB DESCRIPTION			
General tidying of the Institute	Washing of curtains/lab.		
	Equipment's/glassware's etc.		
Making of beds in Guest House/Hostel	Defrosting and cleaning fridge & freezer		
Cleaning of stove and oven in labs/guest	Cleaning of windows and glass doors inside		
house/hostel	and out		
Cleaning of inside/outside room's and	Cleaning of all used equipment e.g. vacuum		
cloakroom	cleaner		
Dusting	Removal of refuse for collection		
Wiping down of all appliances e.g. laboratory	Loading/Unloading of		
equipment's, machinery etc	materials/wheat/soybean bags etc.		
Cleaning of walls, light switches, doors etc	Sweeping of outside patios, steps, etc		
Xeroxing of documents	Wiping down of outside lights		
Mopping of tiled/vinyl floors	Vacuuming of upholstery		
Cleaning of inside of cupboards	Wash cars		
Vacuuming of carpets	Maintain garden in clean and tidy condition		
Washing of Walls	Caring for laws/trees etc.		
Preparation/cooking of lunch	Mow lawns		
Preparation/cooking of supper	Weeding		
Setting of tables	Trimming and pruning		
Cleaning away after breakfast/lunch/supper	Movement of papers/files		
Polishing of floors and verandas	Shifting of office furniture's etc.		
Cleaning of toilets, basins, baths, showers,	Hanging out of laboratories/guest		
taps etc.	house/hostel/office		
Laundry – machine wash	Any other work assigned by the Superiors		