

**BUYER SPECIFIC TERMS AND CONDITIONS RELATING TO
THE BID NO. GEM/2025/B/6896794**



TENDER DOCUMENT

FOR

**Providing of Manpower Outsourcing Services (Minimum
Wage) relating to
Ministerial, Technical and Housekeeping staff.**

INDIAN INSTITUTE OF TROPICAL METEOROLOGY
(An Autonomous Institute of the Ministry of Earth Sciences, Govt. of India)
Dr. Homi Bhabha Road, Pashan,
PUNE - 411008.

INDIAN INSTITUTE OF TROPICAL METEOROLOGY
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Invitation for Bids / Notice Inviting Tender through GeM Web Portal

Date: 18-11-2025

Indian Institute of Tropical Meteorology is an esteemed Autonomous Institute working under Ministry of Earth Sciences, Govt. of India. It is a premiere research Institute doing research on the Ocean-Atmosphere Climate System required for improvement of Weather and Climate Forecasts. It generates scientific knowledge in the field of Meteorology and Atmospheric Sciences that has potential application in various fields such as agriculture, economics, health, water resources, transportation, communications, etc. It functions as a national centre for basic and applied research in monsoon meteorology. The Director, IITM would like to outsource following Services for Institute's day-to-day activities by inviting offers / bids. The required number of manpower and Scope of work are given in Chapter 3 appended herewith.

Sr. No.	GeM BID No.	Brief Description of Services	Quantity	Single / Two Bid
1	GEM/2025/B/6896794	Providing of Manpower Outsourcing Services (Minimum Wage) relating to Ministerial, Technical and Housekeeping staff.	As mentioned in Chapter 3	Two

1. The bid has to be submitted online on GeM Web Portal as per the process mentioned on the same website.
2. The address for obtaining further information if any:-
 Administrative Officer
 Indian Institute of Tropical Meteorology
 Dr.Homi Bhabha Road, Pashan
 Pune-411008,
3. A Pre-bid Conference will be held as per schedule mentioned below. All prospective bidders are requested to kindly submit their queries to the address indicated above so as to reach the Administrative Officer at least one day before Pre-Bid Conference.

Date & Time	Venue
26th November 2025 at 1200 hrs (IST)	Indian Institute of Tropical Meteorology, Pune Dr. Homi Bhabha Road, Pashan Pune-411008

4. The Bid prepared by the Bidder shall include the following:-

i)	Bid Security / EMD of Rs. 26,00,000/- (Rs. Twenty-Six Lakhs only)
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5. All bids must be accompanied by a Bid Security as specified above and must be delivered to the above office through appropriate mode as specified in the bidding document.
6. The Schedule for Submission of Bids is as follows:-

	Date	Time in hours (IST)	Submit to / Venue
Submission of Bids	17th December 2025	Upto 1500 hrs.	GeM Web Portal
Opening of Bids	17th December 2025	1530 hrs.	

7. The Director, Indian Institute of Tropical Meteorology, Pune reserves the right to accept or reject any or all bids / offers either in part or in full or to split the work order without assigning any reasons there for.

CONTENTS OF TENDER / BIDDING DOCUMENT

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LIST OF SHORT FORMS AND FULL FORMS

SHORT FORM	FULL FORM
BG	BANK GUARANTEE
BS	BID SECURITY
EMD	EARNEST MONEY DEPOSIT
ESIC	EMPLOYEES STATE INSURANCE CORPORATION
GCC	GENERAL CONDITIONS OF CONTRACT
GOI	GOVERNMENT OF INDIA
IPC	INDIAN PENAL CODE
ISO	INTERNATIONAL ORGANISATION FOR STANDARDISATION
IST	INDIAN STANDARD TIME
IT	INCOME TAX
ITB	INSTRUCTIONS TO BIDDERS
IITM	INDIAN INSTITUTE OF TROPICAL METEOROLOGY
NIT	NOTICE INVITING TENDER
PS	PERFORMANCE SECURITY
PPF	PUBLIC PROVIDENT FUND
SCC	SPECIAL CONDITIONS OF CONTRACT
HACPL	HIGH ALTITUDE CLOUD PHYSICS LABORATORY
SA	SOCIAL ACCOUNTABILITY
OHSAS	OCCUPATIONAL HEALTH AND SAFETY ASSESSMENT SPECIFICATION
GeM	GOVERNMENT-e-MARKET PLACE

CHAPTER1 - INSTRUCTIONS TO BIDDERS

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A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Contracting Institute through GeM web portal. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1.1 Eligible Bidders

- 1.1.1. This Invitation for Bids is open to all firms providing Manpower for Ministerial, Technical Housekeeping services as given in Scope of Work Chapter 3.
- 1.1.2. In addition the bidder should fulfil eligibility criteria as specified in Chapter 4 (Clause 4.1)

1.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Contracting Institute", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Fraud and corruption

- 1.3.1. The Contracting Institute requires that the bidders and contractors observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme of arrangement between two or more bidders, with or without the knowledge of the Contracting Institute, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

- 1.3.2. The Contracting Institute will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

1.4 Bidder's Responsibilities

- 1.4.1. The Bidder is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) if made available.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOI/State Governments or any of its agencies, offices, corporations or autonomous bodies.
 - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

- (g) Authorizing the Head of the Contracting Institute or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture.
- (i) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- (j) It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Contract; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this service contract.
- (k) The Contracting Institute shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the Contracting Institute.
- (l) Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations which may affect this Contract in any way.
- (m) The Bidder should note that the Contracting Institute will accept bids only from those that have paid BS/EMD for the Bidding Documents to the office through GeM web portal or any other mode as mentioned in this bid document.
- (n) Complying with existing labour laws & standards.

B. The Bidding Documents

1.5 Cost of Bidding Documents

- 1.5.1 The tender / bid documents are available on GeM web portal <http://www.gem.gov.in> as per the procedure mentioned on the said website.

1.6 Content of Bidding Documents

- 1.6.1 The Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Five Chapters.
- 1.6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
- 1.6.3 Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.7 Clarification of bidding documents

1.7.1 In case when there is PRE-BID CONFERENCE

- a) A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Contracting Institute in writing through GeM Web Portal. Should the Contracting Institute deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure relating to amendment of Bidding Documents and relating to Due Date for Submission of Bids, if any. The clarifications and amendments issued would be replied through GeM web portal for the benefit of the other prospective bidders.

- b) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate IITM for proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries through GeM web portal. IITM shall answer the queries of the pre-bid conference submitted by the prospective bidders, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the GeM web portal after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the bidding document.
- c) Any Statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is made part of clarification proceeding of Pre-Bid Conference.

1.8 Amendment to Bidding Documents

- 1.8.1 As per the procedure of GeM web portal, the Contracting Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 1.8.2 All prospective bidders who have downloaded the bid document should surf GeM website from time to time to know about the changes / modifications in the bid document / tender document. They all are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.
- 1.8.3 In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Contracting Institute, at its discretion, may extend the due date for the submission of bids and host the changes on the GeM web portal.

C. Preparation of bids

1.9 Language of Bid

- 1.9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Contracting Institute, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under Rajbhasha Abhiyan, in that case views of Rajbhasha unit of IITM may be sought.
- 1.9.2 The bidder shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Contractor.

1.10 Documents Comprising the Bid

- 1.10.1 The bid prepared by the bidder shall include / accompany the following as per the requirement of the Tender Document / Bid Document:

a	BS/EMD as specified in the Invitation to Bids
b	Bid Form
c	Documents required to fulfilling Eligibility & Qualification criteria and other requirements as specified in Chapter-4 and forms as per Chapter 5.

1.11 Bid form

The bidder shall complete the Bid Form (Chapter -5, Annexure-B) as furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form shall be submitted with the bidding documents.

1.12 Bid Prices

- 1.12.1 The Bidder shall indicate in the price bid (Chapter 5 Annexure-L) the administrative charges of the services, it proposes to provide under the contract. Administrative charges shall be in Indian Rupees on monthly wages payable to manpower under the contract.
- 1.12.2 The Administrative charges quoted shall remain fixed during the contract period and shall not vary on any account.
- 1.12.3 The quotation should be only in Indian Rupees only.
- 1.12.4 Govt. Dues like Goods and Services Tax, ESIC/ PPF rate shall be paid at actual rates applicable on the date.
- 1.12.5 All payments due under the contract shall be paid after deduction of statutory levies at source i.e. TDS as applicable.

1.13 Bid Security (BS) / Earnest Money Deposit (EMD)

- 1.13.1 The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in bid document in the form of Fixed Deposit Receipt, Insurance Surety Bonds / Bank Guarantee / Demand Draft drawn on any Scheduled / Commercial / Nationalized Bank in favour of "**The Director, Indian Institute of Tropical Meteorology (IITM), Pune**". The scan copy of the Bid Security / Earnest Money Deposit (EMD) has to be uploaded in the GeM web portal and Original copy of the same has to be submitted to the Contracting Institute on or before date submission of bids. Alternately EMD amount can be deposited in IITM, Pune account by RTGS/NEFT/SWIFT. The details of online transfer may be communicated to IITM Pune immediately.
- 1.13.2 Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than Fixed Deposit Receipt/Insurance Surety Bonds /DD/Bank Guarantee as per as per BG format at Chapter 5 Annexure-D). No interest is payable on BS/EMD.
- 1.13.3 The bid security shall be in Indian Rupees in one of the following forms at the bidders option:

(a)	A Bank Guarantee (BG) issued by a Nationalized / Scheduled bank in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid
(b)	A Bankers cheque or demand draft in favour of " Director, IITM " issued by any Nationalized / Scheduled Indian bank .
(c)	EMD amount can be deposited in IITM, Pune account by RTGS/NEFT/SWIFT. Account No. : 11099449733 Bank Name and address : STATE BANK OF INDIA IFSC Code : SBIN0000454 Swift Code : SBININBB238

- 1.13.4 The bid security is required to protect the Contracting Institute against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.
- 1.13.5 The bid security shall be payable promptly upon written demand by the Contracting Institute in case the conditions listed in the **ITB clause 1.13.10** are invoked.
- 1.13.6 The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.13.7 The Bid Security of unsuccessful bidder will be discharged / returned / refunded as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest subject to the procedure as laid down on GeM web portal.

1.13.8 The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Bankers cheque.

1.13.9 The bid security may be forfeited:

(a)	If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; OR
(b)	In case of successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order. All timelines mentioned here are subject to the procedure as laid down on GeM web portal.

1.13.10 Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Contracting Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

1.14 Period of Validity of Bids

1.14.1 Bids shall remain valid for minimum of 120 days after the date of bid opening prescribed by the Contracting Institute subject to the procedure of GeM web portal. A bid valid for a shorter period shall be rejected by the Contracting Institute as non-responsive.

1.14.2 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.15 Format of Bid

The bids may be submitted Two-bid as specified in the Invitation for Bids through GeM web portal as per the process mentioned on the same website.

1.15.1 In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. First part shall contain Technical bid comprising all documents listed under **Chapter 4 Clause No. 4.1.2 and 4.2.1** relating to Documents Comprising the Bid excepting price bid form. The second part shall contain the Price-Bid comprising Price Bid Form.

D. Submission of Bids

1.16 Submission of Bids

1.16.1 The bidders may submit their bids online on GeM web portal and Earnest Money Deposit may be submitted to the Institute on or before last date of submission of bids as per the Instructions available vide this bid document subject to the procedure of GeM web portal.

1.17 Due date for Submission of Bids

1.17.1 Bids must be received by the Contracting Institute through GeM web portal only not later than the time and date specified in bid document.

1.17.2 The Contracting Institute may, at its discretion, extend the due date for submission of bids by amending the bid documents in accordance with **Clause 1.8** relating to Amendment of Bidding Documents in which case all rights and obligations of the Contracting Institute and previous subject to the due date will thereafter be subject to the due date as extended.

1.18 Late Bids

1.18.1 Online submission of the bid will not be permitted on the GeM web portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.

1.19 Withdrawal, substitution and Modification of Bids

1.19.1 The Withdrawal, Substitution and Modification of Bids are as per the provisions of the GeM web portal, if it is permitted there.

E. Opening and Evaluation of Bids

1.20 Opening of Bids by the Contracting Institute :

1.20.1 The Contracting Institute will open all bids as per the provisions of the GeM web portal in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in Invitation for Bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Contracting Institute, the Bids shall be opened through GeM web portal at the appointed time and location on the next working day. In case of two-bid, the Price bid of technically qualified shall be opened only after technical evaluation.

1.20.2 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

1.20.3 Bidders interested in participating in the online bid opening process, should depute their representatives along with an authority letter to be submitted to the Contracting Institute at the time of bid opening.

1.21 Confidentiality

1.21.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract subject to the procedure as laid down by GeM web portal.

1.21.2 Any effort by a Bidder to influence the Contracting Institute in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.22 Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Contracting Institute may, at its discretion, ask the Bidder for a clarification of its bid through GeM web portal. The request for clarification and the response shall be in writing through GeM web portal and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the Contracting Institute. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the Contracting Institute shall not be considered.

1.23 Preliminary Examination

1.23.1 The Contracting Institute shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.10** have been provided, and to determine the completeness of each document submitted.

1.23.2 The Contracting Institute shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender document. The bidders, who do not meet the basic requirements, will be treated as non-responsive and rejected. The following are some of the important points, for which a tender may be declared as non-responsive and will be rejected, during the initial scrutiny:

i	The Bidder is not eligible
ii	The Bid validity is shorter than the required period
iii	Bid is without BS/EMD of required amount
iv	Bidder has not agreed to give the required performance security
V	The bidder has not agreed to some essential condition(s) incorporated in the tender.
vi	Bid Form is not in accordance with ITB Clause 1.11

1.24 Responsiveness of Bids

1.24.1 Prior to the detailed evaluation, the Contracting Institute will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without any deviations, reservations or omissions. Any deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope, quality, or performance of the Services specified in the Tender; OR
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Contracting Institute's rights or the Bidder's obligations under the Proposed Contract; OR
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.24.2 The Contracting Institutes determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.24.3 If a bid is not substantially responsive, it will be rejected by the Contracting Institute and may not subsequently be made responsive by the Bidder by correction of any deviation, reservation or omission.

1.25 Non-Conformity, Error and Omission

1.25.1 Provided that a Bid is substantially responsive, the Contracting Institute may waive any non-conformities or omissions in the Bid that do not constitute any material deviation.

1.25.2 Provided that a bid is substantially responsive, the Contracting Institute may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request in reasonable time may result in the rejection of its Bid.

1.25.3 Provided that a bid is substantially responsive, the Contracting Institute may request that a bidder may confirm the correctness of arithmetic errors as done by the Contracting Institute within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.26 Examination of Terms & Conditions, Technical Evaluation

1.26.1 The Contracting Institute shall examine the Bid to confirm to all terms and conditions specified in the GCC, the SCC, additional terms and conditions (ATC) and scope of work have been accepted by the Bidder without any deviation or reservation.

1.26.2 The Contracting Institute shall evaluate the technical aspects of the Bid submitted in accordance with **Clause 1.10**, to confirm that all requirements specified in Chapters 3 & 4 of the Bidding Documents have been met without any deviation or reservation.

1.26.3 If, after the examination of the terms and conditions and the technical evaluation, the Contracting Institute determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.24**, it shall reject the Bid.

1.26.4 Technical evaluation shall be carried out based on the criteria given in **Chapter 4**.

1.27 Evaluation and comparison of bids

- 1.27.1 The Contracting Institute shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.27.2 The Contracting Institute shall compare all substantially responsive technically qualified bids to determine the lowest evaluated bid, in accordance with Price Bid evaluation criteria given in Chapter 4.
- 1.27.3 To evaluate a bid, the Contracting Institute shall only use all the factors, methodologies and criteria defined in **Chapter 4**. No other criteria or methodology will be used.

1.28 Contacting the Contracting Institute

- 1.28.1 Subject to **ITB Clause 1.21**, no Bidder shall contact the Contracting Institute on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.28.2 Any effort by a Bidder to influence the Contracting Institute in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.29 Post qualification

- 1.29.1 In the absence of pre-qualification, the Contracting Institute will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **Chapter 4**.
- 1.29.2 The determination will take into account the Eligibility & Qualification criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's eligibility & qualifications submitted by the Bidder, as well as such other information as the Contracting Institute deems necessary and appropriate.
- 1.29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F. Award of contract

1.30 Negotiations

- 1.30.1 Normally, there shall not be any negotiation. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations, shall be treated at par with negotiations. Negotiations shall be held through GeM web portal only.

1.31 Award Criteria

Subject to **ITB Clause 1.33**, the Contracting Institute will award the contract through GeM web portal to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.32 Contracting Institute's right to vary Quantities at Time of Award or at later stage of contract

The Contracting Institute reserves the right at the time of Contract award to increase or decrease the number of manpower originally specified in the Chapter 3 without any change in unit price, Agency charges or other terms and conditions subject to the provision as available vide GeM web portal.

1.33 Contracting Institute's right to accept any Bid and to reject any or all Bids

The Contracting Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.34 Notification of Award

- 1.34.1 Prior to the expiration of the period of bid validity, the Contracting Institute will generate the contract through GeM web portal that the bid of the bidder / contractor has been accepted.
- 1.34.2 Upon the successful Bidder's conveying the acceptance and submitting the Performance Security pursuant to **ITB Clause 1.37**, the Contracting Institute will promptly notify each unsuccessful Bidder through GeM web portal and discharge its bid security.

1.35 Order Acceptance

- 1.35.1 The successful bidder should submit Order acceptance as per guidelines of GeM web portal, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause 1.13.10**. The timeline for acceptance of order subject to the procedure of GeM web portal and will be final and binding on bidder / contractor.
- 1.35.2 The order acceptance must be received within timeframe as per the guidelines of the GeM web portal, failing which the contract shall be cancelled.

1.36 Performance Security

Within 21 days of receipt of the notification of award / generation of contract as per the **GCC Clause 2.8**, the Contractor shall furnish Performance Security for the amount specified in SCC, valid for the period of the contract. The timeline of submission of Performance Security as per the provision of GeM web portal.

CHAPTER2A

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GENERAL CONDITIONS OF CONTRACT

2.1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

Sr. No.	Words Expressions	/ Meaning
(a)	Contract	The Contract Agreement entered into between the Contracting Institute and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d)	Day	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(g)	Goods	All of the commodities, raw material, machinery and equipment with accessories alongwith petrol, engine oil, and/or other materials that the Bidder is required to supply to the Contracting Institute under the Contract.
(h)	Services	The services that the Bidder is required to provide to the Contracting Institute under the Contract and any other such responsibilities, liabilities & obligations of the Bidder under the Contract.
(i)	SCC	The Special Conditions of Contract.
(j)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Bidder.
(k)	Contractor/ Agency	Any natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Contracting Institute and is named as such in the Contract Agreement.
(l)	Contracting Institute	Indian Institute of Tropical Meteorology (IITM) or any of its constituent laboratory situated at any designated place in India specified in SCC
(m)	Places of work	The places named in the SCC where manpower services are to be provided
(n)	Bidder	Any natural person, private or government entity, or a combination of the above, who is eligible to bid for the contract.
(o)	Agency Charges	Administrative charges payable to contractor as percentage of gross monthly wages payable to manpower under the contract.

2.2 Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.3 Joint Venture, Consortium or Association/Amalgamation/Acquisition, Indemnity etc.

If the Bidder is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Contracting Institute for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Contracting

Institute. Submission of bid by Joint Venture, Consortium or Association is subject to guidelines of GeM web portal, if it is allowed there.

2.4 Amalgamation/Acquisition etc.

In the event, the Bidder proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company is liable for execution of the contract and also fulfilment of contractual obligations. You may confirm this condition while submitting the bid.

2.4.1 Indemnity Bond

In order to safeguard the interest of IITM, the Bidder should submit Indemnity Bond as given in **Chapter-5** (Annexure-K).

2.5 Scope of Contract

Scope of work (i.e. providing of manpower services to be performed) shall be as specified in the **Chapter 3**.

2.6 Contractor's Responsibilities & Liabilities

The bidder shall provide all the required manpower services, perform all related responsibilities and be responsible for liabilities as specified in SCC.

2.7 Contract price

Agency charges quoted by the Contractor for the services provided and performed under the Contract shall not vary during the currency of contract and extension of contract mutually agreed upon.

2.8 Performance Security (PS)

2.8.1 The amount of the **Performance Security** shall be as specified in SCC, valid up to the period of the contract plus 60 days.

2.8.2 Within 21 days of receipt of the notification of award of contract, the Contractor shall furnish performance security in the amount specified in SCC, valid till the period of the contract plus 60 days. However, this timeline will govern as per the procedure as available on GeM web portal.

2.8.3 The proceeds of the performance security shall be payable to the Contracting Institute as compensation for any loss resulting from the Contractors failure to complete its obligations under the Contract.

2.8.4 The Performance security shall be in one of the following forms:

(a)	A Bank guarantee issued by a Nationalized / Scheduled bank provided in the bidding documents. OR
(b)	Account Payee demand draft in favour of Director, IITM, Pune. OR
(c)	Insurance Surety Bonds. OR
(d)	Fixed Deposit Receipt from a Commercial bank. OR

2.8.5 The performance security will be discharged by the Contracting Institute and returned to the Bidder after the completion of the duration of the contract or termination of the contract, without levy of any interest.

2.8.6 In the event of any contract amendment, the Contractor shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract.

2.8.7 The order confirmation should be received within the timeframe from the date of notification of award as per provision available on GeM web portal. However, the Contracting Institute has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the contract shall be cancelled. The timeline for acceptance of order subject to the procedure of GeM web portal and will be final and binding on bidder / contractor.

2.8.8 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Contracting Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc. The submission of Performance Security is subject to the provisions of the GeM web portal.

2.9 Terms of Payment

The payment will be made as per the terms as given in SCC.

2.10 Change Orders and Contract Amendments

2.10.1 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.10.1 Contracting Institute will reserve the right at the time of award of contract to increase or decrease the required number of manpower to perform the services specified in the Chapter 3 without any change in charges of the offered quantity or other terms and conditions subject to the provision as available vide GeM web portal.

2.11 Assignment/Subcontracts

2.11.1 The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract.

2.11.2 The selected agency shall not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then Contracting Institute shall impose sanctions which shall include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.

2.12 Penalty clause

Subject to GCC Clause on Force Majeure, if the Bidder fails to perform the Services as specified in the Contract, the Contracting Institute shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the unperformed Services or contract value for each day or part. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

2.13 Rights and Exclusions of the Contracting Institute

The contracting Institute holds the rights as specified in SCC and the exclusions which are specified in SCC.

2.14 Force Majeure

2.14.1 Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Bidder shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.14.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the

Contracting Institute in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.14.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Contracting Institute in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Contracting Institute in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.14.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 10 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.15 Termination for Default

2.15.1 The Contracting Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part at any time of its convenience subject to the provisions of GeM web portal. The notice of termination shall specify that termination is for IITM's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. IITM reserves the right to cancel the remaining part and pay to the agency an agreed amount for partially completed Services.

(a)	If the Bidder fails to perform any or all of the services as specified in the contract,
(b)	If the Bidder fails to perform any other obligation(s) under the Contract

2.15.2 In the event the Contracting Institute terminates the contract, the Performance Security/EMD will be forfeited.

2.16 Termination for Unlawful Acts

2.16.1 The Contracting Institute may terminate this Contract in case it is determined *prima facie* that the Contractor has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviours relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **GCC Clause 2.3**.
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

2.17 Termination for Insolvency

The Contracting Institute may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Contracting Institute.

2.18 Termination for Convenience

2.18.1 The Contracting Institute, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time subject to the provisions of GeM web portal. The notice of termination shall specify that termination is for the Contracting Institute's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

2.18.2 Procedures for Termination of Contracts

The procedures for termination of contracts will govern as per the provisions available in the Contract document / SLA agreement of the GeM web portal.

2.19 Settlement of *Disputes*

In case of Dispute or difference arising between the Contracting Institute and contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 2015, if the provision of disputes settlement is available on GeM web portal or it will be governed as per the terms and conditions available in the contract document/ GeM SLA agreement.

2.20 Governing Language

The Contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.21 Applicable Law / Jurisdiction

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.22 Notices

- 2.22.1 Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing and confirmed in writing to the other party's address specified in the SCC subject to the provisions available on GeM web portal.
- 2.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.23 Period of Contract

The period of contract will be as specified in SCC

CHAPTER2B
B. SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Special Condition of Contract (SCC)	
GCC 2.1 (l)	The Contracting Institute is: INDIAN INSTITUTE OF TROPICAL METEOROLOGY Dr.HOMI BHABHA ROAD PUNE-411 008 (MAHARASHTRA)- INDIA	Address for Communication Administrative Officer Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, PUNE- 411008. Tel (O): 020-25904200 Fax : 020- 25865142
GCC 2.1 (m)	Places of work	
	1. Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, PUNE-411008 (Maharashtra, India).	2. IITM Delhi Branch Office, New Delhi 3. HACPL, Mahabaleshwar (Maharashtra, India). 4. Silkheda-Bhopal (Madhya Pradesh, India)
GCC 2.6	<p>Works contractors Responsibility and Liability ;</p> <ul style="list-style-type: none"> i) The Contractor shall provide all the required manpower services and perform all related work included in the Scope of Work as specified in Chapter 3. ii) The Agency is fully responsible for timely claiming and disbursing monthly payment of wages to the personnel deployed by them in the Contracting Institute. iii) The agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. iv) The Agency is responsible in providing the necessary undertaking and documentary evidence in the regard of deployment of manpower. v) The contractor is responsible for the verification of the character and antecedents of all the personnel before their deployment at Contracting Institute and a certification to this effect will be submitted to Contracting Institute. vi) Issue of Identity card to contract employees deployed on site on its own cost. vii) Supply of two pairs of uniforms (Brand: Raymond/SKUMAR), (all weather) and shoes, 1 Set of Rainwear, per year free of cost. If, during the period of contract the uniform is torn, it shall be the responsibility of the Contractor to supply another uniform to the employee free of cost on the basis of wear & tear. The uniforms will be approved by the Technical Committee. The wearing of uniform during duty hours by the contractual staff is compulsory. viii) The agency shall ensure that the personnel deployed are healthy to perform the assigned duty. ix) The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the Contracting Institute. x) Agency shall arrange to maintain the daily attendance record of the personnel deployed by showing their arrival and departure time. xi) The person engaged by the contractor shall be the employee of the contractor and it shall be the duty of the contractor to pay his/her salary every month. The Transportation, food, 	

	<p>medical, and other statutory requirements in respect of each personnel of the contractor will be the responsibility of the service provider.</p> <p>xii) The Agency is solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in Contracting Institute The Contracting Institute shall have no liability in this regard.</p> <p>xiii) Facilitate settlement of ESIC Claims of the employees deployed on site without any charge.</p> <p>xiv) The Contracting Institute shall remit the wages of the Manpower at actual to the Agency / contractor in consolidated amount on the basis of Bill raised by the agency / contractor. In case of any administrative delay in releasing the payment to the agency, agency shall make payment to its employee deployed at Contracting Institute in time.</p> <p>xv) For all purposes the agency will be the “Employer” within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The persons deployed by the service provider in Contracting Institute shall not have any claims whatsoever like employer and employee relationship against Contracting Institute.</p> <p>xvi) The agency shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.</p> <p>xvii) The contractor shall not assign, transfer, pledge or subcontract the performance of service without the prior written consent of this office, as this types of activities are not permitted as the extant rules and guidelines available on GeM web portal.</p> <p>xviii) The contractor shall be contactable at all times and messages sent by e-mail / fax/ special messenger form the Contracting Institute to the service provider shall be acknowledged immediately on receipt on the same day. Non-Compliance to this will invoke the penalty.</p> <p>xix) The Agency has to provide the photo identity cards to the persons employed by him/her during the office hours. These cards are to be constantly displayed & their loss to be reported immediately.</p> <p>xx) The Contractor should have an Investigation cell to carry out Investigation of thefts, accidents or any other matter required from time to time.</p> <p>xxi) The Agency personnel’s working should be polite, Cordial, positive and efficient, while handling the assigned work and their action shall promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.</p> <p>xxii) In case of any theft or loss of property due to negligence or carelessness of your personnel, agency will be fully responsible and contractor will have to make good of the losses so insures to Contracting Institute, otherwise the same will be deducted from the security deposit or from the Agency Charges payable.</p> <p>xxiii) Bidder / contractor should submit proper license obtained from Controlling Authority for providing security services at New Delhi/Bhopal branch. If not, an undertaking should be submitted as per the format attached herewith.</p> <p>xxiv) Manpower should be rotated / reshuffled quarterly on the basis of performance and recommendation received from the Contracting Institute.</p> <p>xxv) The Institute reserves the right to ask the Contractor to remove any employee deployed, without assigning any reason/notice.</p>
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GCC 2.8.1	The amount of the Performance Security shall be 5% of the approximate yearly contract value , valid up to the period of the contract plus 60 days.
GCC 2.9	The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:
	<p>(a) E-Payment: All payments, IITM prefers to make Electronic Transfers (RTGS) through State Bank Of India, NCL Branch, Pune.</p> <p>(b) All payments due under the Contract shall be paid after deduction of statutory levies at source (like Income Tax, GST etc.), wherever applicable.</p> <p>(c) Terms of Payment:</p> <p>Payment to Agency</p> <ul style="list-style-type: none"> i) The Payments to the agency will be made monthly on the basis of the man days of the services provided by the agency. ii) Monthly bills shall be submitted by the contractor as specified in contract along with attendance sheets and log book as per the mechanism available on GeM web portal. The copy of service tax /GST paid challan for the previous month/quarter as the case should be produced along with the bills for payment. iii) All payments to agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the income-Tax Act, 1961 and other taxes if any as per Government of India rules made applicable from time to time. <p>Payment to Manpower</p> <ul style="list-style-type: none"> i) Payment to manpower shall be as per schedule of rates given in Chapter -5 (Annex- C) only. ii) The agency will ensure that salaries are given to the deployed personnel in time i.e. before 7th day of every month. iii) The agency will make the payment to their deployed manpower on receipt of attendance sheets of the persons duly certified by the designated officer of the Contracting Institute. However, payment to the agency by the contracting Institute will be made after submission of complete documents. iv) In case of any administrative delay in releasing the payment to the agency, agency shall make payment to its employee deployed at Contracting Institute in time i.e. before 7th day of every month.
GCC 2.12	<ul style="list-style-type: none"> (a) The Institute reserves the right to impose a penalty on the Contractor for any serious lapses in maintaining the quality by the Contractor or his staff or for any adulteration etc. (b) The penalty will be governed as per the provisions available in the SLA document of GeM web portal relating to Manpower Outsourcing Services-Minimum Wages.
GCC 2.13	<p>Contracting Institute's Rights and Exclusion</p> <ul style="list-style-type: none"> i. The Contracting Institute shall have no liability in for any accident/medical/health related liability for the personnel deployed by Agency at Contracting Institute. ii. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Contracting Institute at Agency's own cost. iii. No leave of any kind to the personnel shall be sanctioned by Contracting Institute's authority. The agency shall be liable to make substitute arrangements in case of the absence of the personnel. iv. The deployed personnel of the contractor shall not claim any absorption at any cadre in Contracting Institute at any point of time. v. The person deployed shall not claim any master & servant relationship against this office.

	<ul style="list-style-type: none"> vi. The Contracting Institute shall not be liable to provide any residential accommodation to the personnel. vii. The personnel provided by the Agency will not claim to become the employees of the Contracting Institute and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in Contracting Institute. viii. Decision of Contracting Institute in regard to interpretation of the Terms and Conditions of the Agreement / Contract shall be final and binding on the Agency. ix. Estimated number of Personnel is subject to reasonable change at the discretion of the competent authority at Contracting Institute. x. The Contracting Institute may check and ensure that the personnel engaged by the agency, at no point of time, will be paid less than the minimum rates of wages as prescribed and revised for time to time by state/ Central Govt Labour department under minimum wages Act. xi. Contracting Institute `s authority reserves the right to ask for replacement of a particular personnel employed by the agency if the service of the individual are found unsatisfactory. But in case such a request for replacement is made, the agency will ensure the compliance of the required legal formality. xii. Contracting Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the IITM and maintain liaison with the police. FIR will be lodged by the IITM Wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed. xiii. In case of any loss that might be caused to the IITM due to lapse on the part of the personnel discharging duties & responsibilities will be borne by the Agency and in this connection, the IITM shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the IITM besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the IITM shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever. xiv. In case, the personnel deployed by the agency are found absent from duty any time or sleeping or found engaged in irregular activities, the IITM shall deduct the requisite amount at the pro-rata from the bill of the agency besides imposition of penalty for non-observance of the terms of contract. xv. In case of breach of any of the terms of agreement, the performance security deposit of the agency shall be liable to be forfeited by the IITM. In addition, the contract/Agreement will also be liable to be terminated. Any sum of money due or payable to the IITM including the security deposit refundable to him under the contract can be appropriated by the IITM against any amount which the agency may owe to the IITM. xvi. The contracting Institute reserve the right to accept or reject the deployed manpower by the contractor based on the suitability of the candidate's for the concern job profile.
GCC 2.21	The place of jurisdiction is Pune, Maharashtra, India.
GCC 2.22.1	<p>For notices, the Contracting Institute's address is</p> <p>THE DIRECTOR INDIAN INSTITUTE OF TROPICAL METEOROLOGY</p>

	<p>Dr. HOMI BHABHA ROAD PUNE-411 008 (MAHARASHTRA)- INDIA Telephone # : 0091-20-25904202 /2663 Facsimile number : 0091-20- 25902664 E-mail address: ga.admin@tropmet.res.in</p>
GCC 2.23	<p>The period of contract will be 01 year and further extendable for a period of 6 months with the mutual consent of both the parties as per the provisions & allowable period available on GeM web portal. Extension of contract period is solely depending upon the discretion of Director, IITM (Contracting Institute) and this option will not be available to seller / contractor as a matter of right.</p> <p>However, contract can be terminated at any time by giving the suitable notice period by Contracting Institute, if performance is found unsatisfactory in accordance with the various relevant clauses mentioned in the tender / bidding document.</p>

CHAPTER3

3.1 Providing of Manpower Outsourcing Services (Minimum Wage) relating to Ministerial, Technical and Housekeeping staff.

3.1.1 The approximate requirement of manpower for Ministerial, Technical and Housekeeping services at IITM office premises Pune, HACPL Mahabaleshwar (Maharashtra, India), Silkheda (Bhopal, Maharashtra) and IITM New Delhi Branch Office is given below.

Site	Details of Manpower required							
	Un-skilled	No. of Manpower	Semi-Skilled	No. of Manpower	Skilled	No. of Manpower	Highly Skilled	No. of Manpower
IITM Pune	Housekeeper	50	Office Boy	15	H/K Supervisor	1	Mech. Engr.	1
			Xerox Operator	1	LDC	5	Civil Engr.	2
					UDC	33	Fire & Safety Officer	1
			Electrician Helper	3	Tel. Operator	1	Supervisor Electrical	1
					Driver	1	Computer Engineer	2
					Electrician	6		
					Plumber	4		
					Mason	3		
					Painter	3		
					Carpenter	2		
IITM Pune	MTS	2			Tech. Supervisor/Engineer (AV Technician)	2		
					AV Operator	3		
					HVAC Operator	1		
					Library Assistant	2		
					Workshop Technician (Fitter, Machinist Welder and TURNER)	4		
					Fireman	1		
					Photographer	1		
					Lab Assisant	3		
					Data Entry Operator	1		

					Technical Assistant	1		
No. of Manpower required at Pune	52		19		77			6
IITM New Delhi Branch	Housekeeper	2			Laboratory Attendant	1		
	Gardner	1			Office Attendant	1		
	Cook / Helper Cook	2			Data Entry Operator	2		
	MTS	2			Security Guard	4		
					Lab Technician	1		
IITM New Delhi NCMRWF SITE					Lab Technician	1		
No. of Manpower required at Delhi	7				10			
IITM Solapur					Lab Assistant	1		
HACPL Mahabaleshwar (Maharashtra)	Housekeeper	4			Electrician	1		
	MTS	4						
Silkheda, Bhopal (Madhya Pradesh)	MTS	4	Office Boy	1	Electrician	4		
					Electrical Operator	1		
					Receptionist	3		
					Supervisor	1		
	Housekeeper	10	Attendent	2	Plumber	1		
					Welder	1		
					Civil/Meson	1		
					HVAC	1		
					Networking	1		
					DRIVER	3	Tech. Staff/I. Engr.	1
	Gardner	4	Waiter	1	Security Guard	10		
	Cook / Helper Cook	2			UDC	1		
		20		4		28		1
		87		23		117		7
Total Manpower								236

Note: 1. The above requirement is subject to change at the discretion of Director, IITM.
2. Housekeeping Staff, Supervisor and Maintenance Staff are required to work on Saturday.
Remaining categories shall have weekly off on Saturday and Sunday.

3.1.2 SCOPE OF WORK

The purpose of housekeeping is that the whole office premises (IITM) must look neat and clean at every time and the contractor has to undertake all such job /activities required to maintain the office premises clean whether such activities are elaborated hereunder or not. House-Keeping personnel are also required to help (as a helper) the skilled manpower / technician for discharging their work as and when required to do so.

SCOPE OF WORK FOR HOUSE KEEPING MANPOWER:

Sweeping/cleaning mopping of all the area of IITM premises including rooms, toilets corridors all-round the office premises, laboratory buildings, generator room, substations, Community Hall, Dispensary, Day Care Centre, student hostels, all buildings of the Institute and any other structure like security booth etc and the area around them. To clean roads open channels and drains, and other areas.

A) Cleaning operations must be completed before 09:30 AM daily

- (i) Brooming, sweeping and washing of corridors and staircases
- (ii) Sweeping and mopping of toilets bathrooms urinals twice a day
- (iii) Spraying of room fresheners/Deodorant in toilets and few selected rooms (Room of Director, PA to Directors, conference halls, Meghdoot complex, Reception room etc).
- (iv) Dusting and cleaning of office furniture, office and laboratory equipment including tables, chairs side tables racks and door, paper trays and other installations
- (v) Sweeping of floors and mopping of floors of all the laboratories daily.
- (vi) Dusting of doors, cleaning of wash-basin and mirror, cleaning of toilet seats/urinals (with sanitary and water) twice a day.
- (vii) Sweeping of open space and removal of garbage there from.
- (viii) Complete cleaning with soft brooms.
- (ix) Removal of discarded materials to the designated places. Removal of sweeping and discarded/unwanted, un-useful materials (as decided and directed by the IITM).
- (x) Sweeping of roads, drains and open area.
- (xi) Emptying of dustbins of all rooms/labs/sections.
- (xii) Replenishment of soap, urinal cubes, naphthalene balls/air purifiers {As and when required}
- (xiii) Dumping of garbage daily outside and away from IITM premises at suitable dumping area to be arranged by the contractor.
- (xiv) All required machines and equipment (Compact Auto Scrubber Drier, Wizzard Machine, Wet and Dry vacuum cleaner, Road Flipper machine, Jet spray machine, Grass cutting machines with Petrol, engine oil and accessories (trimming wire, safety goggles, gumboot etc. required for grass cutting machines etc.) for cleaning of office premises should be provided by contractor and the machine should be placed in the premises of the procuring Institute.

B) WEEKLY OPERATIONS:

- (i) Polishing of floors, cleaning of walls and windows panes.
- (ii) Washing and wiping/mopping of floors. Thorough cleaning of toilets with suitable cleaning agents.
- (iii) Wiping and cleaning of fixtures, fittings.
- (iv) Brooming and sprinkling in open areas.
- (v) Cleaning of drains.
- (vi) Dusting of files and file racks and cleaning of walls and windows panes.

- (vii) Polishing of staircase railings, cleaning of Venetian blinds and cobwebs on walls.
- (viii) Cleaning and dusting of furniture, fixtures and fittings, carpet cleaning with vacuum cleaner.
- (ix) Dusting of doors, dusting room coolers, air conditioners.
- (x) Removal of garbage from lab premises, generators pumps house and substation etc.
- (xi) Removal of grass with the help of grass cutting machine.

C) MONTHLY OPERATIONS:

- (i) Dusting of room coolers, ceiling fan, tube lights, fixtures and furniture's and steel almirahs, thorough cleaning of window panes. Venetian blinds and wall scrubbing and washing of rooms, floors, cleaning of duct ways outside the toilets, wiping/mopping of furniture, arranging of files and loose papers, special cleaning and cleaning of sanitary/electrical fire fighting/building hardware etc. fitting/fixture, door windows,. Thorough checking and cleaning of sewer and drainage system as and when they occur, other misc, cleaning work etc.
- (ii) Sweeping, garbage, grass, hay etc. generated as result of cleanliness operations in house-keeping and horticulture work and malba generated out of repair work shall be taken out fortnightly by contractor's personnel's, as a part of their routine housekeeping operation and horticulture work.
- (iii) Removal of blockage, if any, occurring in the drains, floor traps toilets bathroom, rain water pipes and gutters, storm water drains, roads, and sewers etc. within IITM premises, preventive maintenance of the same, other misc. cleaning work.
 - (a) Sweeping, mopping, dry cleaning and wet cleaning of the halls including adjacent eight toilets of the halls has to be maintained as per the contract terms and condition.
 - (b) Wet shampoo cleaning of carpet in the hall on quarterly basis and approximately 200 nos. of chairs to be shampoo cleaning once a year.
 - (c) A special care has to be taken for screen cleaning by using specialized/required chemicals.

SCOPE OF WORK FOR SKILLED MAN POWER:

1. Skilled manpower for the workshop related to milling/welding/turning works to be carried out.
2. The plumber should be in a position to repair the existing plumbing work in case of any of leakages, repairs/replacement in the office premises/colony/guest house/student hostels (Ananthkrishnan Hostel and Prithvi-The Hall of Residence)/all buildings of the Institute. He should ensure smooth flow of water supply in the colony.
3. The electrical skilled worker should be available for repairs/replacements in colony and office premises/all buildings of the Institute/guest house/student hostels (Ananthkrishnan Hostel and Prithvi-The Hall of Residence) for any emergency work related to electrical supply such as lighting in rooms/fans/electrical switches/street lights, replacement of bulbs/tubes and shifting of electrical points new and old etc.
4. The carpenter should take up repair works related to essential items in the office premises/colony/guest house/student hostels (Ananthkrishnan Hostel and Prithvi-The Hall of Residence)/all buildings of the Institute like repairs of doors/windows/and any other minor works.
5. The mason should be equipped for repair of minor civil works/repairs in office premises/colony/guest house/student hostels (Ananthkrishnan Hostel and Prithvi-The Hall of Residence)/all buildings of the Institute.

Manpower with experience as per the requirement of the Institute should be provided

Scope of Work for House Keeping Work of conference rooms at IITM, Pune

- (a) All instruments in the halls are to be maintained in working condition. The spares and consumables required for day to day operation, a list will be provided to concerned engineer/officer well in advance for procurement of the same and to avoid future problems.
- (b) A register is to be maintained for booking of the halls.
- (c) Operation and maintenance to be carried out in all halls.

Scope of work for Ministerial Manpower

The ministerial staff should be able to do the work and tasks as assigned by the respective heads.

Contracting Institute's scope: The contracting Institute will provide the necessary required tools to the technicians for carrying out the work as defined in the scope of work.

CHAPTER4

Eligibility & Qualification Requirements and Evaluation Methodology

The Bidder shall furnish documentary evidence along with Technical Bid to support the following Qualification Criteria:

4.1. ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of registered Proprietorship Firm, Partnership Firm, a Limited Company or a Private Limited Company registered under the Companies Act, 1956,. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Registration:** The Bidder should be registered with the Income Tax and also registered under the GST, labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation.
- c. **Clearance:** The Bidder should also have clearance from GST Department and Income Tax Department. Relevant proof in support shall be submitted.

4.1.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 1(a), attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies / authorities of Local Body concern.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 1(b), attested copies of PAN, GST Registration, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 1(c), attested copies of Income Tax returns (Last three years i.e. F.Y. 2022-2023, 2023-2024 & 2024-2025) from Income Tax Department and GST returns for last four quarters shall be acceptable.
- (iv) Undertaking of providing uninterrupted services relating to the Manpower Ministerial, Technical and Housekeeping services at IITM, Pune/Bhopal/Mahabaleshwar/New Delhi for the entire period of the contract.

4.2 Qualification CRITERIA

Sr.No.	Particulars	Mention Details (Do not state attached/enclosed / refer attached document etc.). Highlight relevant portion of the attached document.	Page nos.
1	Name of the agency / firm / company Name, designation of contact person. Registered Office Address Land Line No Mobile No Email Legal Status of the Organization: Submit the Registration certificate		
2	Bidder must have a registered office in the Pune / PCMC	Submitted / Not	

	area for the last three years on or before 31.10.2025. Address of the Pune office of the agency/firm / company (within Pune / Pimpri-Chinchwad Municipal Corporation area). (Submit proof of address having name of the Agency / Proprietor – Copy of the valid Shops and Establishment Registration certificate	Submitted	
3	Month and Year of commencement of manpower business.		
4	Statutory details of agency / firm / company (Photocopies of the Registration Certificate / Allotment letter in the name of the agency / firm / company issued by the concerned authority to be submitted): 1] Registration number of the firm issued under Maharashtra Shops and Establishment Act and date of issue. Copy of the Registration certificate valid as on date to be submitted. Renewal date to be highlighted. 2] In case of company, registration number issued by Registrar of Companies and date of issue. 3] Permanent Account Number (PAN). 4] GST – Registration number. 5] Registration number issued by the Regional Provident Fund Commissioner and date of issue [Do not submit copies of ECR / Challan]. 6] Registration number issued by Employees State Insurance Corporation and date of issue [Do not submit copies of ECR / Challan]. 7] Profession Tax registration number.		
5	Submit acceptance certificate (Annexure-B) on a letter head in the prescribed format.	Submitted / Not Submitted	
6	Agency / firm / company should have at least 5 years of experience in providing manpower services and provided at least 71 contractual staff out of which at least 40 should be Housekeeping in a single contract (Ministerial, Housekeeping, Technical Support, Gardening, Drivers etc.) to Central Government Organizations / Central Government funded Autonomous Bodies / Central Government funded Academic Institutions / Central Government funded Research Laboratories / Central Government funded Research Institutes Submit details of present and past clients in the format provided (Annexure-3). Please use separate sheet if required). which should have details about the type of manpower provided (Ministerial, Housekeeping, Technical Support, Gardening, Drivers etc.), a period of the contract awarded, number of persons deployed on site and its category. Certificate/s having inadequate details shall not be considered and the bid shall be liable for rejection. The Bidder should have executed at least 3 Nos of projects with contract value not less than Rs.4.00 cr for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/	Yes / No	

	Autonomous Bodies in last 3 financial years. Please submit Work Order/ Purchase Order.		
7	Agency/firm / company should have an annual turnover of at least Rs. 3,22,00,628/- in the Manpower Outsourcing Services business alone for each of the last 3 financial years. Turnover Certificate, specifically having mention of "Turnover from Manpower Outsourcing business alone," duly certified by the Chartered Accountant to be submitted as per Annexure-F Please do not submit copies of balance sheet / IT returns.	Duly certified by the Chartered Accountant (As per Annexure-4) Financial Year – 2022-23 : Rs. _____ Financial Year – 2023-24 : Rs. _____ Financial Year – 2024-25 : Rs. _____	
8	Submit Undertaking for Deposit as per Annexure D 1. Security Deposit of Rs. 5,00,000/- for Uniforms. 2. Annexure M - 5% Performance Bank Guarantee.	Submitted / Not Submitted	
9	Submit details regarding financial resources, fixed and movable assets on letter head of the agency / firm / company duly certified by the Chartered Accountant to be submitted as per Annexure-N	Duly certified by the Chartered Accountant to be submitted as per Annexure-N Submitted / Not Submitted	
10	In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head.	Submitted / Not Submitted / Not Applicable	
11	Earnest Money Deposit (EMD) of Rs. Rs. 26,00,000/- to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months' validity (To be submitted with Technical Bid)	Submitted / Not Submitted	
12	Pre-Contract Integrity pact to be included with the technical bid document	Submitted / Not Submitted	
13	EPFO and ESIC challan : The Bidder should have subscribed regularly EPFO and ESIC subscription of his employees to concerned organisation	Submitted / Not Submitted	
14	Blacklisted: An undertaking (affidavit on non-judicial stamp paper of Rs.100/- duly attested by a Magistrate/Notary Public) is to be submitted that the Organization has not been blacklisted during last 3 years by any Central / State Government Department/Autonomous body/Private Organization.	Submitted / Not Submitted	

Note: Kindly mention the specific page numbers of the attached document submitted on GeM portal.

4.2.1 Documents supporting the Qualification Criteria

The Bidder shall be required to produce attested copies of the relevant documents in addition to the documentary evidences for being considered during technical evaluation.

- (i) In proof of having fully adhered to qualification criteria, attested copy of experience certificates for completed work of last 5 years and/ or for on-going contract work order

issued by the Government Departments / PSUs shall be acceptable. The bidder has to submit the relevant work experience certificates and work orders as per format given in **Chapter-5 Annexure-G**.

- (ii) Attested copy of the audited balance sheets for the completed three financial years i.e. for 2022-23, 2023-24 and 2024-25. The bidder has to submit the relevant turnover certificates as per format given in **Chapter-5 Annexure-F**.
- (iii) Attested copy of ECR, EPFO and ESIC Challans in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.
- (iv) In proof, Copies of the ISO certification or any other certification should be attached.
- (v) In proof, copy of Registration Certificate under The Maharashtra Shops and Establishments Act.

Note : The bidders who do not fulfil the Eligibility and Qualification Criteria mentioned at clause no. 4.2 respectively shall be rejected during the Evaluation of Technical Bid. However, Director, IITM reserves the right to relax above technical qualification criteria if sufficient bidders are not meeting the criteria.

4.3 FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

- 4.3.1 Bidder qualifying in criteria mentioned in clause 4.1 and 4.2 shall be qualified for next stage of financial opening of bids. The bidders who do not fulfil Eligibility and Qualification criteria shall stand rejected from further process of bid evaluation.
- 4.3.2 After online opening of financial bid through GeM web portal, financial evaluation shall be carried out on the basis of gross amount quoted vide price bid form.
- 4.3.3 The bidder with the lowest value evaluated by GeM web portal shall be deemed as the L-1 Bidder for award of contract. Other bidder's ranking shall be arranged depending on the price bid amount in ascending order by each of the bidder in price bid form.
- 4.3.4 **Buyer will 'Run L1 selection' wherein the system (GeM system) would randomly identify a L1 seller.** In case of multiple L1 in Bids, Buyer can opt for random selection of L1. Technically, the system is using a built in shuffle function which is used to shuffle or randomize the order of the L1 sellers. This function assigns new tags for each L1 seller and identifies a single L1 seller in a random manner.

CHAPTER5
STANDARD FORMS

Sr. No.	Name of the Form	Annexure
1	Bidder Information Form	A
2	Letter of Bid/Bid form	B
3	Price Schedule Form	C
4	Bid Security Form/BG	D
5	No-Relation certificate	E
6	Statement Showing Turnover	F
7	Details of work experience	G
8	Document check list	H
9	Details of Fixed/Movable Assets	I
10	Performance Security Form	J
11	Indemnity Bond	K
12	Price Bid	L
13	Undertaking	M
14	Deviation statement form	N
15	INTEGRITY PACT	O

NOTE:

- 1. Forms at Annexure A to I to be submitted along with Technical bid.**
- 2. The Successful Bidder shall submit Documents with reference to Annexure –J & K after Award of Contract.**
- 3. Price bid (Annexure-L) should be submit online through GeM web portal only.**

BIDDER INFORMATION FORM

1	NAME OF THE COMPANY	
2	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
3	COMMUNICATION ADDRESS	
4	PHONE NO./MOBILE NO.	
5	FAX No.	
6	E-MAIL I.D.	

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1	NAME F OF THE CONTACT PERSON	
2	DESIGNATION	
3	PHONE NO.	
4	MOBILE NO.	
5	E-MAIL I.D.	
6	Attached copies of original documents of Articles of Incorporation or Registration of Firm named in 1, above	

Date :-
Place:-

Signature of the Authorised Signatory
Designation : (Office seal of the Bidder)

Date:

BID FORM

To,

The Director,
Indian Institute of Tropical Meteorology,
Dr. Homi Bhabha Road, Pashan
Pune 411 008

Ref: Invitation for Bid No. TENDER NO. GEM/2025/B/6896794

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Agenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing Manpower services for the Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

Note: Authorized person shall attached a copy of Authorization for signing on behalf of Bidding company.

Full Name and Designation
(To be printed on Bidder's letterhead)

Statement of Minimum Monthly Wages as per Central Government Rates

Particulars	Allowances in %	Category of Outsource Employees			
		Unskilled	Semi-Skilled	Skilled	Highly Skilled
Rate per day (Basic + VDA)		523+282	579+314	637+344	693+372
Basic Wages for 26 days		13598.00	15054.00	16562.00	18018.00
Variable Dearness Allowances		7332.00	8164.00	8944.00	9672.00
Total-A		20930.00	23218.00	25506.00	27690.00
H.R.A. on Total A	5%	1047.00	1161.00	1275.00	1385.00
Total-B		21977.00	24379.00	26781.00	29075.00
P.F. on Total-A	13.00%	2721.00	3018.00	3316.00	3600.00
ESIC on Total-B	3.25%	0.00	0.00	0.00	0.00
Bonus on Total-A	8.33%	1743.00	.000	0.00	0.00
Leave With Wages (LWW) on Total-A	6.00%	1256.00	1393.00	1530.00	1661.00
National Holiday on Total-A	1.11%	232.00	0.00	0.00	0.00
Maharashtra Labour Welfare Fund (MLWF)		6.00	6.00	6.00	6.00
Gross Total Wages		27935.00	28796.00	31633.00	34342.00
Number of Manpower		87	23	118	8
Monthly wages payable to each category		2430345	662308	3732694	274736
Total Monthly wages payable					7100083

1. Total -A is for 26 working days in a month.
2. Variable DA shall be made applicable as per Govt. Order.
3. Payment for all categories will be calculated as per the working days in a month.
4. National Holiday (NH) @ 1.11% or at the rate as revised from time to time by appropriate government will be paid on basic wages + vda i.e. on Total-A as stated above. As on date there is no provision is available on GeM web portal to show the National Holiday amount in manpower emolument calculation as per minimum wage, so it not shown there. However, NH will be paid in the monthly bill amount in coordination with contractor. National Holiday is applicable to Unskilled Category of employees only.
5. IITM reserves the right to pay Special Allowances to any category of employee, if it is found necessary. However, it may please be noted that neither contractor nor outsourcing manpower can claim to pay the special allowances as a matter of right. Whether to pay special allowances is solely depend upon the mercy and discretionary power of the Director, IITM. (Here, the special allowances are meant to pay the amount up and above the minimum wage as stated in the above table to maintain the pay parity among various category of outsourcing manpower as per their functional requirement).

BID SECURITY FORM
(For Bank Guarantee)

Whereas _____
(here in after called the tenderer)
has submitted their offer dated _____ for the providing of Manpower for Ministerial, Technical and Housekeeping services against the Contracting Institute's Tender / GeM Bid No. GEM/2025/B/6896794
KNOW ALL MEN by these presents that WE _____
of _____ having our registered office at _____ are bound un to Indian Institute of Tropical Meteorology, Pune (here in after called the "Contracting Institute") in the sum of Rs. 26,00,000/- (Rupees Twenty Six Lakhs only).

For which payment will and truly to be made to the said Contracting Institute, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	(a) If the tenderer having been notified of the acceptance of his tender by the Contracting Institute during the period of its validity. If the tenderer fails to furnish the Performance Security for the due Performance of the contract. OR (b) Fails or refuses to accept/execute the contract.

We undertake to pay the Contracting Institute up to the above amount upon receipt of its first written demand, without the Contracting Institute having to substantiate its demand, provided that in its demand the Contracting Institute will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Contracting Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

No Relation Certificate

I..... son of resident of hereby certify that none of my relative (s) called for hiring manpower/ labourers for the usage of IITM, vide Tender No. / GeM Bid No.: GEM/2025/B/6896794 is / are employed in Indian Institute of Tropical Meteorology, Pune. In case at any stage, it is found that the information given by me is false / incorrect, IITM shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Signed.....

For and on behalf of the Bidder

Name

Designation

Date.....

Annexure - F

STATEMENT SHOWING CA CERTIFIED TURNOVER OF WORK DONE IN ALL CLASSES OF MAN POWER SERVICES DURING LAST THREE FINANCIAL YEARS (Clause 4.2 (b) & 4.2.1 (ii))

NAME OF CONTRACTOR :

Sr. No.	Financial year	Amount of Turnover in Rs.	Remarks
1	2	3	4
a	2022-23		
b	2023-24		
c	2024-25		
Grand Total			
Average Annual Turnover			

Signature and seal of Chartered Accountant / Cost Accountant

Note: This is only a standard form. Details are to be finished in this format in the form of typewritten statements which shall be enclosed in Technical bid. Enclose attested copies Profit & Loss Account and Balance sheet of the particular financial year.

Annexure-G

DETAILS OF WORKS OF SIMILAR TYPE (HOUSEKEEPING WORKS) AND MAGNITUDE CARRIED OUT BY THE CONTRACTOR (Clause 4.2 (a) & 4.2.1 (i))

NAME OF THE CONTRACTOR:

Sr. No.	Name of client	Name of work	Work order no./Completion certificate no.	Date of work commencement	Stipulated Date of work completion	Approximate value of Contract	Remarks
1	2	3	4	5	6	7	8

Signature and seal of contractor

Note: This is only a standard form. Details are to be furnished in this format in the form of typewritten statements which shall be enclosed in Technical bid. Please enclose work order for ongoing work and work completion certificate for completed work in support the above.

Documents supporting Eligibility criteria and Qualification requirement and other supporting documents

Sr. No.	Description	Particulars	Copy Attached	Page nos. (where copy attached)
<u>Documents Supporting Eligibility Criteria</u>				
1.	Attested copy of certificate of Incorporation as per clause No. 4.1.1(i)		Yes/No	
2.	Attested copies of PAN, GST Registration, Labour Registration, EPFO Registration and ESIC Registration as per clause No. 4.1.1(ii)		Yes/No	
3.	Attested copies of last three years returns from Income Tax Dept. and GST Returns for last four quarter as per clause No. 4.1.1(iii)		Yes/No	
<u>Documents supporting Qualification Criteria</u>				
4.	Copies of work order for present Contract and services completion Certificates for completed contract along with Experience certificate as described in Annexure -G as per clause no. 4.2.1 (i)		Yes/No	
5.	Attested copy of CA certified audited Profit and Loss Account and Balance Sheets for the completed three financial year i.e. for 2022-23, 2023-24 and 2024-25 in support of Annexure-F as per clause no. 4.2.1 (ii)		Yes/No	
6.	Attested copy of ECR showing number of manpower, EPFO and ESIC Challan for last 4 quarters as per clause no. 4.2.1 (iii)		Yes/No	
7.	Attested copies of ISO and other quality related certificate, if any as per clause no. 4.2.1 (iv)		Yes/No	
8.	Attested copy of Registration Certificate under The Maharashtra Shops and Establishments Act as per clause no. 4.2.1 (iv)		Yes/No	
<u>Other Documents</u>				
9.	List of Arbitration Cases (if any)		Yes/No	
10.	EMD of Rs. 26,00,000/-		Yes/No	
11.	Annexure "A" , "B" , "C" , "D" , "E" , "F" "G" & "I"		Yes/No	

Details of Financial Resources
(On Chartered Accountants Letterhead)

To,
The Director
Indian Institute of Tropical Meteorology, Pune
Dr.Homi Bhabha Road, Pashan
Pune-411008

This is to certify that, Details of financial resources as on date of M/S. _____

having PAN _____ stated as below.

Fixed Assets

Sr.No.	Particulars	Amount

Movable Assets

Sr.No.	Particulars	Amount

(Signature of the Chartered accountant)

(Registration Number, UDIN number with Official Seal)

PERFORMANCE SECURITY FORM

(To be executed on non Judicial stamped paper of an appropriate value)

Date :
 Bank Guarantee No :
 Amount of Guarantee :
 Guarantee Period : From to.....
 Guarantee Expiry Date :
 Last date of Lodgement :

WHEREAS office of the Director, IITM having its office at Dr. Homi Bhabha Road, Pashan, Pune (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] ("**Contract**") with [*insert name of the Successful Bidder*](hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of manpower services ("**Manpower Services**" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] Dated: - [*insert date of issue of Tender Documents*]and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Pune for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*]..... and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

Section 6.4

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the

Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

(ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].....only)

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the

Power of Attorney Dated: -

[date of power of attorney to be inserted]..... granted to him by the Bank.

Date:

Bank Corporate Seal of the Bank

\By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

INDEMNITY BOND

No. -----

Date:-----

1) Amalgamation/Acquisition

In the event of M/s. -----proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.----- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. -----/M/s.----- and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Director, Indian Institute of Tropical Meteorology, Pune to fulfill the contractual obligations as per the terms of the IITM Tender and quotation of M/s. -----No. ----- dated-----and Indian Institute of Tropical Meteorology P.O. No.-----dated -----. The contractual obligations are providing manpower services as per the above mentioned Work Order.

2) Joint Venture, Consortium or Association

If the Contractor is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the IITM for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the IITM.

3) Responsibility and liability

The Agency shall be solely responsible for any accident/Medical/ health related liability/compensation for the personnel deployed by it at IITM. The IITM shall have no liability in this regard.

For M/s. -----

ANNEXURE-L

(This sheet is to be uploaded as a price bifurcation of “Financial Bid”)

PRICE BID FORM

The numbers of requirement manpower is as given in Chapter 3. The payment schedule to the manpower will be strictly followed as Chapter 5 Annexure-C. The Charges for Providing of Manpower for Ministerial, Technical and Housekeeping services are to be quoted as detailed below. Institute shall bear the liability of Goods and Services Tax and other statutory charges as applicable from time to time on the bills payable by the Institute. TDS will be recovered as per the prevailing rate on gross billed amount.

1	Description	Monthly wages payable as per Annexure C	Administration Charges in Rs.	Total in Rs. (Col. 1+2)	Total
	Col. No.	1	2	3	4
	Providing Manpower for Ministerial, Technical and Housekeeping Services		@		
(Rupees in words _____)					
Gross total incl. of GST in Rs.					

@ The Price quoted at Col. No. 2 is fixed throughout the contract period.

Bidder cannot quote the monthly wages payable less than the amount shown in Annexure-C (As per Minimum Wages Act).

Date:

Signature of Contractor
With Name, Address with rubber stamp

UNDERTAKING

(To be printed on company /Firm Letter Head)

GeM Tender No. GEM/2025/B/6896794 dated 18.11.2025

I, the undersigned, Mr./Ms. _____ Designation _____ representative of M/s _____ is confirm herewith that, after receiving the work order for “Providing of Manpower for Ministerial, Technical and Housekeeping Services” at IITM Pune, Bhopal, Mahabaleshwar and IITM New Delhi Branch Office. I will submit PSARA License as the part of compliance of Private Security Agencies Regulation Act 2005.

I also agree that, above Contract can be terminated at any stage of time if I am unable to submit the PSARA License.

AND

1. Security Deposit: We will deposit a security deposit of Rs. 5,00,000/- (Rupees Five Lakh Only) as an interest-free demand draft in favour of “Director, IITM Pune” within 15 days of the date of the letter of intent. This deposit will be held for the duration of the contract plus two months.

- o The deposit is intended to cover the cost of uniforms to be provided by the Contractor to its contractual employees deployed on site.
- o In case the Contractor fails to provide uniforms, the Institute shall forfeit this deposit.
- o Upon satisfactory completion of the contract, the deposit will be refunded to the Contractor.

Date:

Signature of Contractor

With name, Address Company seal

DEVIATION STATEMENT FORM

PART -I

The following are the particulars of deviations from the requirements of the tender specifications, terms & conditions:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

**Signature and seal of the
Manufacturer/Bidder**

NOTE:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Pre Contract Integrity Pact**General**

This Agreement (hereafter called the Integrity Pact) is made on _____ day of the month of _____ 2025, between, on one hand, the Director IITM, Pune acting through Shri. _____, Designation of the officer, Ministry/ Department, Government of Indian (hereinafter called the 'BUYER", which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the 'BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER /Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is private company/public company/Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto agree into this Integrity Pact and agree as follows:-

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERs the same information and will not provide and such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- 1.3 All the officials of the Buyer will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceeding, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do so having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3* BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
 - 3.4* BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6* The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details if services agree upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDERS shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contains in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.

3.12 If BIDDER or any employee of the BIDDER or person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financially interested/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as define in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or entire into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the Bidder shall deposit an amount _____ (to be specified in RFP) as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:

- Bank Draft or a Pay Order in favor of _____
- A confirmed guaranteed by an Indian Nationalized Bank. Promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusion proof of payment.
- Any other mode or through any other instruments (to be specified in the RFP).

5.2 The Earnest Money/ Security Deposit shall be valid upto a period of six months or the complete conclusion of the contractual obligation to the complete satisfaction of the both the BIDDER Digitally signed by and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall

be applicable for forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanction for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
- iii) To immediately cancel the contract. If already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereof at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the bidder from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) in case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf

(whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government or India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The details of Independent External Monitors are as below;

(1) Dr. Ajay Kumar Lal ,IRAS (Retd.),
DDA, HIG, Block 3A/101 A.
Motia Khan (Near Jhandewalan Temple),
D.B. Gupta Road, New Delhi-110015
Email: ajayklal@yahoo.com,
Mobile No: 9560712003

(2) Shri. Pavan Kumar Jain, IDSE (Retd.)
A-402, Shree Ganesh Apartments,
Plot No. 12B, Sector-7 Dwarka,
New Delhi- 110075
Email: mespkj@gmail.com,
Mobile No: 9313498388

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The

Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of the BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire over six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer

Designation

Depm./Ministry/PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

Witness

1. _____
2. _____

*Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Pre-Bid Minutes

Sr. No.	Query / Suggestion raised by the bidder	Reply of IITM
1	Kindly allow EMD in Bidders Format	The EMD format cannot be altered and must be submitted exactly as specified in the tender guidelines.
2	Kindly ask blacklisting status of the Company as on date as asked in all tenders published Nation wide	No change. As per Tender Clause No. Point No 4.2 (14) of Chapter 4.
3	Kindly allow documents in Marathi, Hindi language also along with English language.	Submission of documents must be in English only, as required by the tender and Government rules. The language requirement remains unchanged.
4	Since this work does not involve job of any complex nature, we feel there is no need of consortium & JV. Also, there are numerous companies in Maharashtra who are in this business and who qualify individually. Having said all this, we feel bids in the form of JV/ Consortium should not be allowed.	The eligibility provisions, including participation by any legally valid entity such as Proprietorship, Partnership, Limited/Private Limited Company, and JV/Consortium, will remain unchanged. All bidders must comply with the tender's specified criteria.
5	Security Deposit of Rs. 5,00,000/- for Uniforms. It seems to be inappropriate kindly remove this.	The Security Deposit requirement of Rs. 5,00,000/- remains unchanged, as prescribed by tender conditions and departmental norms. All bidders must comply with the tender terms.
6	Sir, as you are prestigious client we feel that the preference should be given to the company having highest financial credibility. This is because irrespective of number of works a bidder has, it is important that the company should have strong financial standing. Then the next preference should be given to the bidder having highest number of manpower on roll.	The L1 selection process will remain unchanged.
7	As per revised MLWF the cost of MLWF needs to be changes from Rs 6 to Rs.12.5. As per revised wage code the gratuity will be applicable for every employee after one year. The said tender period is one year so, we are requesting you please make appropriate change in the wage breakup.	As per the applicable provisions of the Minimum Wages Act, the revision may be incorporated in the bid submitted.
8	Kindly clarify if bid is 4% then it is 4%+ 18% GST or something else.	As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85% inclusive of GST. The contracts concluded through this service shall be in compliance with the above mentioned OM. Any bidder quoting below 3.85% shall be disqualified.
9	PRICE BID: Please confirm whether we have to upload this document duly filled, and if yes please confirm where to upload.	The Price Bid must be submitted within the Financial Bid as specified in the tender. No separate document upload is

		required outside the Financial Bid section.
10	GeM page 93, OPTION CLAUSE: The exact requirement is not understood. Please elaborate.	Clause Omitted.
11	EMD EXEMPTION: Please confirm whether EMD exemption is allowed for MSME	Yes. Subject to submission of eligibility documents.
12	All statutory expenses incurred by contractor should be reimbursed by Principal Employer for compliance so that labour laws and standards can be complied with	Please refer Chapter 2 B under GCC clause 2.6 (xii) of tender document.
13	Please add cooperative society as well in legal valid entity.	Tender terms prevails.
14	We can submit last GST returns and income tax acknowledgements getting clearance certificate for both is quite difficult and lengthy. Please confirm your acceptance.	Tender terms prevails.
15	State experience should be also acceptable. Please confirm.	Acceptable.
16	Self-declaration for "no blacklisting" should suffice the purpose. Therefore, the condition of affidavit and that to notarize should be waived off.	Tender terms prevails.
17	1. Security deposit of Rs. 5 lac (if at all required) should be allowed to be given by FD lien. 2. We have PASARA license for Maharashtra issued by Maharashtra Police Department. Please confirm this license shall suffice your requirement.	1. Allowed. 2. The Maharashtra PASARA license is mandatory for participation. However, the vendor must submit valid PASARA licenses for other states where services are to be provided after award of the contract.
18	Uniform cost should be reimbursable / recoverable being substantial . Please confirm whether uniform is required for all 236 contractual employees.	Tender terms prevails. Two sets of Uniform is required for All Housekeeping staff, Gardner, Technicians & Office boy (approx. 200 and it may vary)
19	Please note: 1. Tenderer operates contract from the amount received from Principal Employer . 2. 2% TDS and 2% GST TDS is deducted from the bill amount in which IT TDS refund is uncertain and may be received after a minimum period of one & half years. 3. Contractor also needs service charges for operating establishment and hence any expenses of contract like uniform / Tools & Tackles / insurance etc should be reimbursable / recoverable and not loaded on contractor . [as being done for Cleaning Material & garbage disposal] 4. These proposal / recommendations are submitted for your due consideration so that contractor is able to operate the contract in desired manner smoothly without financial constrains .	Tools, Machinery and cleaning material required for execution of job shall be provided by the Institute.
20	Security Deposit for Uniforms* - The tender specifies a security deposit of Rs.	Tender terms prevails.

	<p>5,00,000/- towards uniforms.</p> <ul style="list-style-type: none"> - We suggest that instead of collecting a security deposit, the firm's bill may be kept pending until the uniforms are issued to employees. 	
21	<p>*Gratuity under New Labour Rules*</p> <ul style="list-style-type: none"> - As per the revised labour regulations, gratuity is now applicable. - Please clarify whether the gratuity amount should be included in the wages component while quoting, or if it will be treated separately. 	Applicable as per statutory provisions.
22	<p>*Provision for Tools, Tackles, Uniforms, and Insurance*</p> <ul style="list-style-type: none"> - Kindly confirm whether the tender requires explicit provision for tools and tackles, uniform costs, and insurance coverage. - If so, please specify the scope and extent of coverage expected Under these provisions. 	Tools and Machinery will be provided by Institute.
23	<p>Various Machinery / Tools & Tackles & cleaning materials should be reimbursable and ownership should be with Principal Employer.</p> <p>Request to consider reimbursements for the consumables and materials required for housekeeping.</p>	The tools, Machinery and cleaning material required for execution of job shall be provided by the Institute.
24	Also to reimburse for the Uniform costs of the employees.	Tender terms prevails.
25	<p>ESIC is capped at Rs. 21000. Beyond Gross of Rs. 21000, ESIC is not applicable, and Employees have to be covered under Insurance. Kindly make these provisions in the wage structure.</p> <p>Kindly also consider reimbursements for WC & GPA Policy for the employees who are not covered under ESIC.</p>	<p>The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.</p> <p>Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.</p> <p>In addition to the compliance to the acts / statutes / provisions as prescribed in GeM Service Level Agreement of the Bid document; the Contractor shall ensure that all their personnel deployed under this contract will obtain additional</p>

	insurance coverage under the Pradhan Mantri Suraksha Bima Yojna and Pradhan Mantri Jeevan Jyothi Bima Yojna and they shall submit the proof of such insurance coverage to the satisfaction of Institute. Only expenses towards Pradhan Mantri Suraksha Bima Yojna and Pradhan Mantri Jeevan Jyothi Bima Yojna will be reimbursed by the IITM Pune.
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