Manpower (Mumbai & HYD Tender)

Bid Number: GEM/2026/B/8096959
Dated: 16-10-2026

**Bid Corrigendum**

GEM/2026/B/8096959-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer uploaded ATC document Click here to view the file.

## Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1

bidders through a Random Algorithm executed by GeM system.

14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

This Bid is also governed by the General Terms and Conditions

16.10.26

16/10/26

16/10/26

(https://gem.gov.in/)

PRODUCTS SERVICES CONTENT

Enter Keywords?

HOME (HTTPS://MKP.GEM.GOV.IN/DASHBOARD) / BID FINALIZATION

BID DETAILS | TECHNICAL EVALUATION | FINANCIAL EVALUATION | EVALUATION | BID AWARDED

## 1. Bid Details

Your corrigendum has been published successfully. (https://bidplus.gem.gov.in/buyer-bid-finalization/9962172)

**GEM/2026/B/8096959** (/showbidDocument/9962172)

**Bid Status:** Active

**Bid Validity (From End Date):** 180 (Days)

**Competent Authority Document:** View

**Bid Start Date / Time:** 29-09-2026 14:40:41

**Bid End Date / Time:** 31-10-2026 15:00:00

**Bid Opening Date / Time:** 01-11-2026 15:00:00

**Contract Duration:** 1 Year (S)

Consignees / Reporting Officer / Delivery Location(S)

**EMD:** Required Track EMD (Https://Bidplus.Gem.Gov.In/Bidding/Track/Track

**Average Turn Over of Last 3 Years:** 4085 Lakh (s) **Experience with Gov. Required:** Year (s) **Project Experience Required:** Yes

Buyer Details

**Name:** Gaurishankar Sopan Dahitankar

**Address:** Gaurishankar Sopan Dahitankar,Buycon167.Ugc.Mh@Gembuyer.In,TATA INSTITUTE OF SOCIAL SCIENCES V.N.PURAV MARG, DEONAR,BRIHAN MUMBAI CITY,MAHARASHTRA,400088,India

**Ministry:** Ministry Of Education

**Department:** Department Of Higher Education

**Organisation:** University Grants Commission

**Office:** Tata Institute Of Social Science Mumbai

Corrigendum Details

**Modified On:** 2026-10-16 12:36:46 Download (/bidding/buyer/showcorrigendumpdf/4681385/9962172)

# TENDER

# FOR

# *MANPOWER OUTSOURCING SERVICES OF TATA INSTITUTE OF SOCIAL SCIENCES (TISS)*

# *(MUMBAI & HYD CAMPUS – CLUSTER A)*


***By: Purchase & Stores Section***

**TATA INSTITUTE OF SOCIAL SCIENCES**

**VN Purav Marg, Deonar, Mumbai, 400 088**

**(A Deemed to be University under Section 3 of the UGC Act, 1956)**

**A Grant-in Aid Institute under Ministry of Education, GoI**

## Tender Information Summary

| Sr. No. | Particulars | Details |
|---|---|---|
| 1 | **Name of Work / Item** | Selection of Manpower Service Provider for Deployment and Management of Outsourced Manpower Services at TISS Campuses — Cluster A (Mumbai & Hyderabad) |
| 2 | **RFP No.** | TISS/P&S/GEM/MPOS/2026/T1 |
| 3 | **Type of Tender** | Service |
| 4 | **Category** | Manpower Outsourcing Services |
| 5 | **Mode of Application** | Online through Government e-Marketplace (GeM) Portal only – www.gem.gov.in |
| 6 | **Bid Type** | Two-Bid System (Technical & Financial) – Mandatory Criteria (Compliant / Non-Compliant) |
| 7 | **Publication Date** | As per date of publication on GeM portal |
| 8 | **Pre-Bid Meeting** | **Attendance in Pre-Bid Meeting is Mandatory for all bidders.** Participation strictly as per Clause 9 of Tender Document<br>**Date**: 22nd October, 2026<br>**Time:** 3:00 PM, **Venue:** TISS Deonar Main Campus |
| 9 | **Selection Method** | L1 (Lowest Service Charge Percentage) — evaluated independently for each Cluster |
| 10 | **Earnest Money Deposit (EMD)** | 3% of Contract Value |
| 11 | **Performance Security Deposit (PSD)** | 5% of Annual Contract Value |
| 12 | **Contacting Officer for Technical & Tender Queries** | 1. Mr. Sachin Mandlik – 022 – 2552 5219 ✉ sachin.mandlik@tiss.ac.in<br>2. Ms. Rashida Begum - 022- 2552 5208, ✉ rashida.begum@tiss.ac.in<br>3. Mr. Gaurishankar Dahitankar - 022- 2552 5228, ✉ purchase@tiss.ac.in |
| 13 | **Last Date of Bid Submission** | As per the closing date mentioned on GeM portal |
| 14 | **Opening of Technical Bids** | Within 10 days from the bid closing date or as decided by the competent authority |
| 15 | **Opening of Financial Bids** | Post approval of Technical Bid Evaluation Results |
| 16 | **Bid Validity** | 180 days from the date of opening of Technical Bids |
| 17 | **Contract Validity** | Initial tenure: 1 year (Renewable up to 2 additional years on yearly basis, subject to satisfactory performance) |

## TATA INSTITUTE OF SOCIAL SCIENCES - Manpower Outsourcing Tender 2026

## Tender Ref. No.: TISS/P&S/GEM/MPOS/2026/T1

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## Scope of Work:

The **Tata Institute of Social Sciences (TISS)** invites bids from reputed, experienced, and compliant Manpower Service Providers for deployment and management of outsourced manpower across its campuses located at Mumbai, Tuljapur (Maharashtra), Guwahati (Assam), Hyderabad (Telangana).

The objective of this tender is to engage professional service providers capable of ensuring:

- Deployment of qualified, skilled, semi-skilled, and unskilled manpower as may be required by the Institute from time to time for administrative, technical, maintenance, hospitality, security, housekeeping, and other support services.
- Timely payment of salaries and statutory dues (PF, ESIC, PT, GST, etc.) to deployed personnel.
- Continuous and uninterrupted service delivery across all designated locations with no disruption to Institute operations.
- Full compliance with all applicable central and state labour laws.

Bidders are strictly advised to go through each point of the Criteria for Technical Bid Qualification carefully and ensure that they fulfill all necessary formalities before submitting their bid on the GeM portal. Bidders are also advised to read the Terms of Operations carefully to fully understand the contract provisions and expected performance standards.

Non-fulfillment of any eligibility criteria or non-compliance or refusal with any of the operational terms shall render the bid liable for rejection through the GeM system without any further correspondence.

Submission of a bid shall be deemed as confirmation that the bidder has thoroughly examined the tender document, understood the contractual obligations, service requirements, compliance responsibilities, and performance expectations, and is fully capable of fulfilling the same.

Failure to meet any of the prescribed eligibility criteria, submit the required supporting documents, comply with the tender conditions, or adhere to the operational requirements during contract execution may result in rejection of the bid, termination of the contract, forfeiture of security deposit, or any other action deemed appropriate by the Institute.

## Criteria for Technical Bid Qualifications – (All Criteria are Mandatory Unless Specifically Mentioned Otherwise):

**Basis and Rationale of Eligibility and Technical Qualification Criteria:** The eligibility criteria, qualification requirements, and terms and conditions prescribed in this tender have been framed by TISS in exercise of the powers vested under Rules 142 and 144 of the General Financial Rules (GFR), 2017, which expressly empower the procuring entity to prescribe objective, transparent, and need-based eligibility and technical qualification criteria commensurate with the nature, scale, and complexity of the procurement. Further, in accordance with Clause 1 of the GeM General Terms & Conditions v1.27 dated 01.12.2025 (GTC 4.0), the Bid-specific Additional Terms & Conditions and Special Terms & Conditions prescribed herein shall supersede the General Terms and Conditions of GeM to the extent of any inconsistency.

**Rationale and Applicability:**

The eligibility criteria have been carefully formulated keeping in view the scale, criticality, and multi-campus nature of the services required across all four campuses of the Institute — Mumbai, Tuljapur, Hyderabad, and Guwahati — and are grounded in the Institute's documented operational experience. The criteria are designed to ensure that only agencies with demonstrated financial strength, operational capacity, proven statutory compliance track record, and the ability to manage large-scale outsourced manpower across geographically dispersed locations across multiple States are considered for participation. All conditions have been framed objectively, reasonably, and uniformly, and shall be applied equally to all bidders without exception.

**Campus Takeover Obligation — Special Note to Bidders:**

Bidders are specifically drawn to the **Emergency Campus Handover & Inter-Cluster Takeover** clause of this tender clause no. 21, which is a critical and non-negotiable provision. Given that the services are structured across two clusters covering four campuses in three States, a situation may arise during the contract period where the service provider of one cluster is required to temporarily manage the campuses of the other cluster in the event of failure, default, or termination of that cluster's vendor. Bidders must assess their operational capacity, financial strength, and manpower resources with this obligation in mind before participating in this tender. Adequate weightage to this requirement has been given while framing the eligibility and experience criteria prescribed herein.

**Deemed Acceptance:** Participation in this bid shall constitute the bidder's unconditional acknowledgement and deemed acceptance of all terms, conditions, eligibility criteria, and provisions of this tender document, including the campus takeover obligation referred to above. No subsequent claim of unawareness, non-acceptance, or dispute regarding any provision of this tender shall be entertained after bid submission.

1. **Legal Status of Bidder:**
   - 1.1. The bidder may be a Proprietorship Firm, Partnership Firm, Limited Liability Partnership (LLP), Private Limited Company, Public Limited Company, Cooperative Society, or any other legally recognized entity engaged in providing manpower outsourcing services.
   - 1.2. **Proof Required:**
     - 1.2.1. Certificate of Incorporation / Registration Certificate / Partnership Deed / Proprietorship Declaration, as applicable.
     - 1.2.2. PAN Card.
     - 1.2.3. GST Registration Certificate.
2. **Registered Office and Operational Presence in Mumbai/Thane/Navi Mumbai:**
   - 2.1. The bidder must have a functional, dedicated office (not a shared workspace, virtual office, or co-working space) in the Mumbai Metropolitan Region (Mumbai, Navi Mumbai, Thane) for effective contract management and coordination, for a continuous period of not less than three (03) years preceding the date of publication of this tender.
   - 2.2. The bidder must maintain a minimum administrative/back-office staff strength of ten (10) personnel at this office, engaged in functions such as payroll, statutory compliance, HR, and client coordination.
   - 2.3. TISS reserves the right to conduct a physical inspection of the bidder's office at any stage of the tender process to verify the existence of the office, infrastructure, manpower strength, and operational capability. Submission of false or misleading information shall render the bid liable for rejection
   - 2.4. **Proof Required:**
     - 2.4.1. Shop & Establishment Registration Certificate for the office premises / GST Registration Certificate.
     - 2.4.2. Latest utility bill (electricity/telephone/internet/water) not older than two (2) months prior to the bid submission date.
     - 2.4.3. Documentary evidence establishing continuous operational presence in the Mumbai Metropolitan Region for the preceding three (03) years, such as Shop & Establishment Registration, GST Registration history, lease/rent agreements, ownership documents, utility bills, or any other documentary evidence acceptable to TISS.
     - 2.4.4. Registered Lease Deed/Rent Agreement or Ownership Document evidencing possession of the office premises.
     - 2.4.5. A declaration on company letterhead as per Annexure - 4, listing the names, designations, and functions of the minimum 10 staff stationed at the office.

2.4.5.1. TISS may seek additional documentary evidence, payroll records, EPF/ESIC records, photographs of the office premises, or any other document considered necessary to verify the operational capability of the bidder.

**3. <u>Relevant Business Experience</u>:**

3.1. The bidder must have been operational for a minimum of **five (05) years'** providing manpower outsourcing services involving deployment of Highly Skilled, Skilled, Semi-Skilled and Unskilled manpower involving statutory compliance responsibilities such as EPF, ESIC, Professional Tax, Minimum Wages compliance, attendance management, and payroll processing.

3.1.1. Preference shall be given to bidders having experience with Universities, Educational Institutions, Government Departments, Autonomous Bodies, Public Sector Undertakings (PSUs), Research Institutions, Hospitals, Corporate Campuses, or similar organizations.

3.1.2. Additionally, to ensure readiness for the inter-campus takeover provision, the bidder's total manpower management experience across all previous contracts shall be taken into account during technical evaluation. Bidders with demonstrated experience in managing at least 300+ personnel across multiple locations shall be given preference for the takeover capability.

3.2. The bidder must meet any one of the following project criteria values, executed/ongoing in any of the last three (03) financial years (FY 2023–24, FY 2024–25, FY 2025–26). "Annual value" shall mean the value of services rendered or billed by the bidder under the contract for any single financial year within the contract period, irrespective of total contract duration:

3.2.1. Option A: A single contract with an annual value of at least ₹13.60 Crores (Rupees Thirteen Crores Sixty Lakhs Only).

3.2.2. Option B: Two separate contracts, each with an annual value of at least ₹10.20 Crores (Rupees Ten Crores Twenty Lakhs Only).

3.2.3. Option C: Three separate contracts, each with an annual value of at least ₹4.80 Crores (Rupees Four Crores Eighty Lakhs Only).

3.3. **Proof Required:**

3.3.1. *For the five-year manpower experience:* Certificate of Incorporation/Registration along with at least one Work Order or Experience Certificate dated five (05) years or earlier from the date of publication of this tender, evidencing continuous engagement in manpower outsourcing services.

3.3.2. *For the contract-value criteria:* Copies of Work Orders, Agreements, Completion Certificates, or Experience Certificates from the respective clients.

3.3.2.1. The completion certificates must clearly indicate the contract value (or annual billing value, where the contract spans multiple years), duration, nature of services (manpower outsourcing), and number of personnel deployed. The certificate must contain the name, designation, organization, official email address, and contact number of the issuing/signing authority for verification purposes.

3.3.2.2. For completed contracts: Work Order + Satisfactory Completion Certificate (mandatory). Experience without a completion certificate shall not be considered.

3.3.2.3. For ongoing contracts: Work Order + Satisfactory Performance Certificate for the last 6–12 months from the client. Experience without a performance certificate shall not be considered.

3.4. Non-submission of the proofs specified above shall render the bidder liable for disqualification from the tender process.

3.5. TISS reserves the right to verify the authenticity and performance status of any contract claimed by the bidder from the concerned client/organization. Contracts for which satisfactory execution cannot be established to the satisfaction of TISS may not be considered for evaluation.

**4. Financial Eligibility:**

4.1. The bidder shall have a minimum annual turnover of ₹50 Crores from manpower outsourcing services in each of the three financial years (2023–24, 2024–25, and 2025–26).

4.2. The bidder shall have positive net worth and shall not have incurred a net loss in any of the last three financial years (FY 2023–24, FY 2024–25, and FY 2025–26).

4.3. **Proof Required:**

4.3.1. Audited annual accounts for the last three financial years (FY 2023–24, FY 2024–25, and FY 2025–26), certified by a Chartered Accountant. For FY 2025–26, provisional financials duly certified by a Chartered Accountant shall be accepted if audited statements are not yet available.

4.3.2. Turnover certificate(s) duly certified by a Chartered Accountant, segregating and clearly indicating the revenue specifically generated from manpower outsourcing services, where the bidder is engaged in other lines of business.

4.3.3. Turnover certificate(s) duly certified by a Chartered Accountant, clearly indicating no net loss in the last three financial years (2023–24, 2024–25, and 2025–26).

4.3.4. Income Tax Returns for the last three financial years (2023–24, 2024–25, and 2025–26).

4.4. TISS reserves the right to have all financial documents submitted by the bidder independently verified through a professional agency of its choice, at any stage of the tender process or during the contract period. The bidder shall extend full cooperation, including providing clarifications and additional documents as sought. Any discrepancy, misrepresentation, or false claim identified during such verification shall render the bid liable for rejection, or the contract liable for termination if already awarded.

4.5. The bidder shall submit a declaration as per Annexure - 5 that it is not undergoing Corporate Insolvency Resolution Process (CIRP), liquidation, winding-up, or bankruptcy proceedings as on the last date of bid submission.

**5. Statutory Registrations and Compliance:**

5.1. The bidder shall possess valid statutory registrations and shall be compliant with all applicable Central and State Labour Laws, taxation laws, and other statutory requirements necessary for execution of manpower outsourcing services.

5.2. **Proof Required:** The bidder shall submit self-attested copies of the following documents

5.2.1. Valid GST Registration Certificate.

5.2.2. Employees' State Insurance Corporation (ESIC) Registration Certificate.

5.2.3. Employees' Provident Fund Organisation (EPFO) Registration Certificate

5.2.4. Professional Tax (PT) Registration Certificate

5.2.5. PAN Card

5.2.6. Copies of at least two (02) valid Labour Licenses issued under the Contract Labour (Regulation & Abolition) Act, 1970 (Central), pertaining to ongoing manpower outsourcing contracts executed anywhere in India.

5.2.7. **Verification of Actual Statutory Compliance (post technical shortlisting to be submitted on demand only)**:

5.2.7.1. After technical shortlisting of bidders, the Tender Evaluation Committee under discretionary powers may randomly select any two (02) contracts submitted by the bidder under the experience criteria for verification of actual statutory compliance.

5.2.7.2. The shortlisted bidder shall, within ten (10) days from the date of intimation by TISS, submit the statutory compliance records pertaining to the two selected contracts. Such records shall include EPF challans (including ECR), ESIC contribution/payment records, Professional Tax payment proof, and any other statutory or supporting documents as may be specified by the

Tender Evaluation Committee for any three (03) months identified by TISS during the preceding twelve (12) months.

5.2.7.3. In the event of any deficiency, delay, default, or non-compliance observed in the statutory records submitted, the bidder shall furnish a detailed written explanation, along with supporting documents, clearly stating the reasons for such deficiency or non-compliance and the corrective measures taken, if any.

5.2.7.4. The Committee shall review the explanation and decide on the bidder's eligibility. Mere submission of explanation does not guarantee acceptance. The Committee's decision shall be final.

5.2.7.5. Failure to submit the required documents within the stipulated time, or any discrepancy or false declaration found during verification, shall result in immediate disqualification of the bidder from the tender process.

5.2.7.6. TISS reserves the right to independently verify the validity and active status of any registration or remittance proof submitted, directly with the concerned government department or portal (including EPFO, ESIC, and GST portals).

**6. <u>Clean Track Record:</u>**

6.1. The bidder should not have been blacklisted, debarred, or terminated for unsatisfactory performance by any Government Department, PSU, Autonomous Body, Educational Institution, or Statutory Authority during the last five (5) years.

6.2. The bidder should not have any pending show-cause notice, debarment proceeding, or termination proceeding initiated against it by TISS or any other client, that remains unresolved as on the date of bid submission.

6.3. Service providers who have been terminated for any reason, or have defaulted on statutory compliance, during a prior or existing contract with TISS, are ineligible to participate in this tender, irrespective of whether such termination/default falls within the five-year period.

6.4. **Proof Required:**

6.4.1. The bidder shall submit the Clean Track Record Declaration in the prescribed format attached as Annexure A-2, duly filled, signed, and stamped by the Authorized Signatory.

6.4.2. The declaration shall disclose any past or pending blacklisting, debarment, termination, show-cause notice, statutory default, or any other material adverse action, wherever applicable, together with the current status and supporting documents, if any

**7. <u>Solvency Certificate:</u>**

7.1. The bidder shall submit a Solvency Certificate issued by a Scheduled Commercial Bank/Nationalized Bank for an amount of ₹7,00,00,000/- (Rupees Seven Crores Only), being equivalent to 40% (forty percent) of the estimated annual tender value.

7.2. The Solvency Certificate shall be valid as on the last date of bid submission and shall have been issued on or after 01 April 2026.

7.3. **Proof Required:**

7.3.1. Original or digitally verifiable Solvency Certificate issued by a Scheduled Commercial / Nationalized Bank.

7.3.2. Solvency Certificate should be dated on or after 1st April 2026.

7.3.3. The bidder must provide the issuing Bank branch's email ID and contact number to enable TISS to verify the authenticity of the certificate.

**8. <u>Site Visit Report (Mandatory):</u>**

8.1. As a pre-qualification requirement, every bidder shall undertake a mandatory site visit to all four TISS campuses, namely Mumbai, Tuljapur, Hyderabad, and Guwahati, and submit the prescribed Site Visit Certificates along with the Technical Bid.

8.2. The mandatory site visit for all campuses has been prescribed in view of the emergency takeover provision under the tender, whereby the service provider of one Cluster may be required to temporarily manage the other Cluster during operational exigencies. Accordingly, bidders shall familiarize themselves with the infrastructure, operational requirements, and working conditions of all four campuses.

*8.3. Process for Site Visit:*

8.3.1. Bidders must send an email to sachin.mandlik@tiss.ac.in & rashida.begum@tiss.ac.in, with a copy to purchase@tiss.ac.in, along with the duly filled Annexure A-7 (Site Visit Request Form), at least seven (07) days before their intended visit date.

8.3.2. TISS shall then provide authorization letters for visiting the respective campuses, based on the request submitted by the bidder.

8.3.3. Bidders must visit the sites on the confirmed dates, carrying the original authorization letter issued by the Institute along with their valid ID proofs

8.3.4. Upon completion of the visit, the bidder shall obtain a Site Visit Certificate from the designated campus official.

8.3.5. The bidder shall upload the Site Visit Certificates of all four campuses along with the duly signed Annexure A-6 (Declaration of Site Visit) as part of the Technical Bid.

8.4. The site visit must be completed at least 3 (three) days before the bid submission deadline. Site visits conducted after this deadline shall not be considered valid.

8.5. Bidders who fail to submit Site Visit Certificates from all four campuses shall be disqualified from technical evaluation.

**9. Attendance at Pre-Bid Meeting (Mandatory):**

9.1. Attendance at the Pre-Bid Meeting (in person or online) is mandatory. Only bidders whose representatives are recorded as present in the official attendance register/minutes of the meeting shall be considered eligible for further technical evaluation.

9.2. Pre-Bid Meeting Procedure:

9.2.1. Participants must send an email to sachin.mandlik@tiss.ac.in & rashida.begum@tiss.ac.in, with a copy to purchase@tiss.ac.in, at least two (02) days before the scheduled Pre-Bid Meeting, providing the names, designations, email IDs, and contact numbers of their representatives.

9.2.2. Entry into the Institute premises shall be permitted only to representatives holding a valid gate pass issued by TISS. Representatives without prior registration and gate pass approval may be denied entry.

9.2.3. Bidders who are unable to attend physically may participate through online mode. A video meeting link shall be shared upon request, provided the bidder clearly indicates the requirement for online participation in the registration email.

9.2.4. A maximum of two (02) representatives from each bidder organization shall be permitted to attend the Pre-Bid Meeting (either physically or online).

9.2.5. Attendance at the Pre-Bid Meeting shall be recorded by TISS and shall be treated as the official record for determining compliance with this mandatory requirement

10. **Bid/Tender Validity & Earnest Money Deposit (EMD):**

10.1. The bid shall remain valid for **180 (one hundred eighty) days** from the date of Technical Bid opening. No bidder will be allowed to withdraw, alter, or modify their bid within the bid validity period.

10.2. The Bidder shall submit an Earnest Money Deposit (EMD) of 3% of tender value along with the Technical Bid, in the manner prescribed in this tender document.

10.3. The EMD shall be remitted only through Online Bank Transfer (NEFT/RTGS) in favour of "Tata Institute of Social Sciences", payable at Mumbai as per bank details below:

- A/C name: TATA INSTITUTE OF SOCIAL SCIENCES
- Bank Name: State Bank of India
- Bank Address: Deonar Branch, V. N. Purav Marg, Sion-Trombay Road, Deonar, Mumbai – 400088
- A/C Number: 10895954226,
- IFSC Code: SBIN0003109, MICR Code: 400002023

10.4. The EMD shall remain valid for a period of 180 days or till the finalization of the bid.

10.5. No interest shall be payable by TISS on the EMD.

10.6. Exemptions from Earnest Money Deposit (EMD):

10.6.1. EMD Exemption shall be governed strictly in accordance with the GeM/GOI guidelines prevailing on the date of bid submission.

10.6.2. EMD exemption shall not be automatic. Bidders claiming exemption must specifically indicate the same in their bid and submit valid documentary evidence clearly establishing their eligibility under the applicable exemption category.

10.6.3. Failure to submit the prescribed EMD or submission of an insufficient EMD shall render the bid liable for rejection.

10.7. The EMD of the successful bidder shall be retained until submission and acceptance of the Performance Security / Performance Bank Guarantee as stipulated in the tender document.

10.8. The EMD of unsuccessful bidders shall be refunded without interest after finalization of the tender process and award of contract.

10.9. **Forfeiture of EMD:** TISS reserves the right to forfeit the EMD in the event of:

10.9.1. Withdrawal, modification, or revision of the bid during the bid validity period.

10.9.2. Submission of false, misleading, forged, or fabricated information or documents.

10.9.3. Failure of the successful bidder to accept the Letter of Award (LoA), execute the Agreement, or furnish the prescribed Performance Security / Performance Bank Guarantee within the stipulated period.

10.10. **Proof Required:**

10.11. Documentary proof of EMD remittance indicating the UTR / Transaction Reference Number shall be uploaded along with the Technical Bid.

10.12. In case EMD exemption is claimed, documentary proof supporting the exemption category along with a declaration specifying the basis of exemption must be uploaded with the Technical Bid.

## 11. Submission of Bids (Through GeM Portal Only):

11.1. Bids shall be submitted only through the Government e-Marketplace (GeM) Portal (https://gem.gov.in) within the prescribed date and time.

11.2. Bidders must ensure that all required documents are uploaded in the specified formats (PDF, etc.) on the GeM portal.

11.3. The bidder shall be solely responsible for timely submission of the bid on the GeM Portal. TISS shall not be responsible for any delay, technical failure, internet connectivity issues, or any other reason resulting in non-submission or late submission of the bid.

11.4. The Bidder shall bear all costs and expenses associated with the preparation and submission of its bid, including but not limited to document preparation, site visits, pre-bid meeting participation, travel, accommodation, surveys, inspections, and any other activities undertaken in connection with the tender

process. TISS shall not be responsible or liable for any such costs, regardless of the outcome of the tender.

11.5. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.

## 12. Bid Evaluation:

12.1. The tender shall be evaluated through a Two-Bid System comprising of the Technical Bid and the Financial Bid.

12.2. **Technical Bid Evaluation**:

12.2.1. Technical Bids shall be evaluated on the GeM Portal on a Compliant / Non-Compliant basis against the eligibility criteria and requirements prescribed in this tender.

12.2.2. Only those bidders who satisfy all mandatory eligibility criteria and are declared technically qualified shall be considered for Financial Bid evaluation.

12.3. **Financial Evaluation:**

12.3.1. Among the technically qualified bidders, the bidder quoting the lowest Service Charge Percentage shall be declared the Lowest (L1) Bidder, subject to fulfillment of all tender conditions.

12.3.2. In case two or more technically qualified bidders quote the same Service Charge Percentage, the L1 bidder shall be determined as per the applicable GeM tie-breaking provisions, including Auto Run, wherever applicable.

12.4. **Restriction on Award of Multiple Tender Campus Clusters**:

12.4.1. Bidders may participate in both Cluster A (Mumbai & Hyderabad) and Cluster B (Tuljapur & Guwahati), subject to fulfillment of the prescribed eligibility criteria.

12.4.2. However, the bidder awarded the contract for Cluster A (Mumbai & Hyderabad), including its parent company, subsidiary, affiliate, associate concern, or any entity having common ownership or controlling interest, shall automatically become ineligible for technical qualification and further consideration under Cluster B (Tuljapur & Guwahati).

12.4.3. This restriction has been incorporated to ensure contract continuity, mitigate operational and financial risks, and to avoid dependence on a single service provider for all TISS campuses.

12.4.4. In the event of withdrawal, termination, cancellation, operational failure, statutory default, or any other unforeseen disruption by a selected service provider, TISS may, subject to mutual consent and assessment of capability, request the service provider engaged for the other Cluster to manage the affected cluster for the remaining period or till new service provider is appointed through due process.

12.4.5. Bidders shall be deemed to have taken this contingency arrangement into consideration while participating in the tender and during the mandatory site visits conducted for all campuses covered under the tender.

12.4.6. Each bidder, by submitting their bid, and each Service Provider, by accepting the Letter of Award, unconditionally acknowledges having read, understood, and agreed to the obligations under this clause in their capacity as both potential Outgoing and Incoming Service Provider for each cluster. Any refusal or resistance to comply with a Handover Directive issued by TISS shall constitute a material breach of contract, entitling TISS to terminate the non-complying vendor's contract and forfeit their Performance Security Deposit, without prejudice to any other legal remedies available to TISS.

12.4.7. This clause shall form an integral and binding part of the contract of both Service Providers from the date of acceptance of their respective Letters of Award. No separate agreement, consent, or

acknowledgement shall be required from either Service Provider at the time of invocation of this clause by TISS.

13. **Amendment of Bid:**

13.1. TISS may modify the bid document at any time before the submission deadline, either on its own initiative or in response to a bidder's clarification request.

13.2. All amendments shall be published on the TISS website and GeM portal.

13.3. Bidders are advised to regularly check the TISS website and GeM portal for any amendments or updates, which shall be binding on all bidders

14. **Integrity and Ethical Conduct:**

14.1. The Bidder shall observe the highest standard of ethics and shall not indulge in corrupt, fraudulent, anti-competitive, coercive, or collusive practices, either directly or indirectly, at any stage during the tendering process or during the execution of the resultant contract.

14.2. In compliance with the Central Vigilance Commission (CVC) guidelines, the Integrity Pact is made an integral part of this tender document. The Integrity Pact has been appended as Annexure 5.

14.3. The Bidder shall submit the Integrity Pact, in the format prescribed at Annexure A-5, duly filled, signed, and stamped by the Authorized Signatory along with the Technical Bid.

14.4. Non-submission of the duly executed Annexure shall render the bid liable for rejection.

15. **Institute's Discretion:**

15.1. TISS reserves the right to accept or reject any or all bids, in whole or in part, and to cancel or withdraw the tender process at any stage, in accordance with the applicable GeM/Government procurement provisions, without thereby incurring any liability to the bidders.

15.2. TISS reserves the right to verify, directly or through an authorised agency, any document, certificate, declaration, credential or information submitted by a bidder with the concerned issuing authority or through any other appropriate means.

15.3. TISS may, wherever considered necessary and permissible under the applicable GeM/Government procurement provisions, seek clarifications, additional information or supporting documents from bidders for the purpose of evaluation or verification. Such clarification shall not permit any material alteration or modification of the bid or curing of a substantive deficiency.

15.4. TISS may, wherever permissible under applicable procurement rules, waive or relax a minor procedural or non-material deficiency in the interest of fairness, transparency and competition, provided that such relaxation does not result in any material change to the bid, confer an unfair advantage on any bidder, or dilute any mandatory eligibility or technical requirement.

15.5. TISS reserves the right to cancel, withdraw, annul or re-tender the procurement process at any stage in accordance with applicable GeM/Government procurement provisions, without being liable for any costs, expenses or compensation claimed by any bidder on account of such cancellation or re-tendering.

15.6. The exercise of any of the above rights by TISS shall be subject to the applicable GeM terms and conditions, Government procurement rules and approval of the Competent Authority, wherever applicable.

## Operational Terms & Conditions:

**16. Security Deposit: Performance Security Deposit (PSD)**

16.1. The successful bidder shall furnish a Performance Security Deposit (PSD) 5% of GEM contract value of the awarded Cluster within fifteen (15) days from the date of issuance of the Letter of Award (LoA).

16.2. The Performance Security may be furnished either through online transfer or in the form of an unconditional and irrevocable Bank Guarantee issued by a Nationalized Bank or Scheduled Commercial Bank in favour of "**Tata Institute of Social Sciences"**, payable at Mumbai.

16.3. The PSD shall remain valid for ninety (90) days after the expiry of the contract period with a claim period of 180 days from the date of expiry, or until full and final settlement of all statutory obligations, outstanding dues, and any claims or disputes arising from the contract, whichever is later. The bidder shall extend the PSD/Bank Guarantee validity upon TISS's written request, without any conditions. Failure to extend within seven (07) days of such request shall entitle TISS to invoke the PSD in full immediately.

16.4. The PSD shall be refundable without interest subject to full compliance of all contractual obligations, statutory payments (PF, ESIC, PT, GST, etc.), and settlement of all outstanding dues by the bidder.

16.5. In case the successful bidder fails to submit the Performance Security Deposit (PSD) within the stipulated time, TISS shall have the right to:

16.5.1. Forfeit the Earnest Money Deposit (EMD).

16.5.2. Cancel the Letter of Intent (LoI) / Letter of Award (LoA).

16.5.3. Invoke the fallback mechanism as detailed below.

16.5.3.1. Award the contract to the next Lowest (L2) bidder, who shall be given an opportunity to match the L1 rate and submit the required PSD within the stipulated timeline.

16.6. TISS reserves the right to invoke and forfeit the PSD, either wholly or partially, in the event of:

16.6.1. Breach of any term or condition of the contract.

16.6.2. Failure to comply with statutory obligations (PF, ESIC, PT, GST, etc.).

16.6.3. Delay in salary disbursement to deployed personnel.

16.6.4. Any other default leading to financial or operational loss to TISS.

16.6.5. In the event of partial forfeiture of the PSD during the contract period, the bidder shall replenish the PSD to its original value within fifteen (15) days of such forfeiture. Failure to replenish shall be treated as a material breach and may result in termination of the contract, in addition to any other action TISS deems fit.

17. **Commencement of Services:**

17.1. The successful bidder shall commence deployment of manpower and assume complete responsibility for the services covered under the contract within the timeline specified in the Letter of Award (LoA), GeM Contract, Work Order, or as otherwise directed by TISS.

17.2. The Service Provider shall deploy manpower in the categories, designations, qualifications, and numbers as specified by TISS from time to time and shall ensure uninterrupted and efficient service throughout the contract period.

17.3. The successful bidder shall complete all preparatory activities, including onboarding of personnel, deployment planning, establishment of supervisory mechanisms, and statutory compliances, prior to commencement of services.

17.4. To ensure continuity of services and avoid disruption to Institute operations, the successful bidder shall, as far as practicable and subject to mutual willingness of the personnel and compliance with applicable labour laws, give preference to engaging the manpower deployed under the existing contract at TISS. Such engagement shall be entirely at the discretion and responsibility of the successful bidder and shall not create any employer-employee relationship or financial liability on TISS.

17.5. Failure to commence services within the stipulated period, without valid reasons acceptable to TISS, may result in cancellation of the award, forfeiture of EMD and/or Performance Security, and such other action as deemed appropriate by TISS.

18. **Contract Tenure, Renewal & Termination Terms:**

18.1. The contract shall initially be for a period of one (01) year from the date of commencement of services.

18.2. The contract may be renewed for a further period of up to two (02) additional years on a year-to-year basis, on the same terms and conditions, subject to satisfactory performance, full statutory compliance, and adherence to all terms and conditions,

18.3. Submission of the bid shall constitute unconditional acceptance of all terms and conditions of this tender. Upon issuance and acceptance of the Letter of Award (LoA), the Tender Document, the bidder's submitted bid, the Letter of Award, the applicable GeM Service Level Agreement (SLA), and all mutually accepted communications shall collectively constitute a binding and enforceable contract between TISS and the Service Provider.

18.4. The Service Provider may terminate the contract by giving three (03) months' prior written notice to TISS. During the notice period, the Service Provider shall continue to provide uninterrupted services and cooperate fully in the transition process.

18.5. TISS may terminate the contract by giving at least one (01) month's written notice in the event of unsatisfactory performance, breach of contractual obligations, statutory non-compliance, failure to maintain service levels, or any other valid reason recorded in writing.

18.5.1. Notwithstanding the above, TISS shall have the right to terminate the contract with immediate effect, without any notice, in cases involving fraud, corruption, submission of false information, abandonment of services, serious misconduct, security concerns, statutory violations, insolvency, or any act prejudicial to the interests of the Institute.

18.5.2. In all such cases, the PSD shall be forfeited, and the Service Provider shall be debarred from participating in any future TISS tenders.

18.6. Any additional expenditure, loss, liability, or risk-and-cost incurred by TISS due to failure, abandonment, default, or premature termination attributable to the Service Provider may be recovered from the Performance Security, pending payments, or any other amounts due to the Service Provider, without prejudice to any other remedies available under law.

18.7. Clauses relating to confidentiality, indemnity, settlement of dues, records handover, and return of Institute property shall survive the termination or expiry of this contract.

19. **Statutory Licenses & Registration:**

19.1. The successful bidder shall obtain, maintain, renew, and comply with all statutory registrations, licences, permissions, approvals, and certifications required under applicable Union, State & Local laws for execution of the contract, including any amendments thereto or any legislation replacing the same during the contract period.

19.2. The successful bidder shall ensure compliance with all applicable labour laws and statutory requirements, including but not limited to:

19.2.1. Employees' Provident Fund (EPF) under EPF & MP Act, 1952.

19.2.2. Employees' State Insurance (ESIC) under ESI Act, 1948.

19.2.3. Professional Tax (PT) under the respective State PT Acts.

19.2.4. Goods & Services Tax (GST) under CGST Act, 2017.

19.2.5. Contract Labour (Regulation and Abolition) Act, 1970.

19.2.6. Minimum Wages Act, 1948.

19.2.7. Payment of Wages Act, 1936.

19.2.8. Payment of Gratuity Act, 1972.

19.2.9. Maternity Benefit Act, 1961.

19.2.10. Any other laws enacted or amended and applicable during the contract period.

19.3. **Implementation of New Labour Codes:** The Service Provider shall comply with the provisions of the Labour Codes and all applicable labour laws, rules, notifications, amendments, or statutory directions as and when they come into force during the contract period. The Service Provider shall keep TISS informed of any material changes affecting the contract and shall indemnify and keep TISS indemnified against any claims, liabilities, penalties, losses, or legal consequences arising from its failure to comply with such statutory requirements.

19.4. **Licenses:**

19.4.1. The Service Provider shall obtain and maintain a valid Shop & Establishment Registration Certificate, wherever applicable, and a valid Labour Licence under the Contract Labour (Regulation & Abolition) Act, 1970 (or the corresponding provisions under the applicable Labour Codes), separately for each campus location (Mumbai, Tuljapur, Hyderabad, and Guwahati), wherever required under law.

19.4.2. Self-attested copies of all applicable registrations, licences, approvals, and subsequent renewals shall be submitted to TISS within thirty (30) days from the date of commencement of services and thereafter immediately upon renewal, amendment, or whenever called for by TISS.

19.4.3. The Service Provider shall ensure that all statutory registrations and licences remain valid throughout the contract period and shall obtain timely renewals without any lapse.

19.5. Any penalty, interest, damages, claim, liability, recovery, or legal consequence arising due to the Service Provider's failure to comply with statutory requirements shall be borne exclusively by the Service Provider. If TISS is required to make any payment or suffers any financial liability on account of such default, the same shall be recoverable from the Service Provider together with any incidental costs.

19.6. Failure to obtain, maintain, or renew any mandatory statutory registration or licence, or repeated statutory non-compliance, shall constitute a material breach of contract and shall entitle TISS to terminate the contract, invoke the Performance Security, recover all consequential losses, and take any other action available under the contract or applicable law.

**20. <u>Operational & Service Delivery Obligations:</u>**

20.1. **Deployment of Manpower:**

20.1.1. The Service Provider shall deploy suitably qualified personnel in the categories, numbers, and locations specified by TISS from time to time.

20.1.2. Deployment requirements are indicative and may be revised — increased, decreased, or redistributed across campuses during the contract period based on TISS's operational needs. The Service Provider shall accommodate such revisions without treating them as a ground for renegotiation of the service charge.

20.1.3. There is no guaranteed minimum number of employees. The final deployment list shall be confirmed at the time of contract finalization on GeM. A tentative list of deployment locations by campus is provided at the end of this document for clarity as per designations uploaded in GEM.

20.1.4. All deployed personnel shall be issued identity cards and appointment letters by the Service Provider within 15 days of start of services.

20.2. **Working Hours and Attendance:**

20.2.1. Personnel shall ordinarily work six (6) days per week and twenty-six (26) days per month unless otherwise specified by TISS.

20.2.2. Working hours, shifts, weekly offs, holidays, duty rosters, and deployment schedules shall be determined by TISS from time to time based on institutional requirements.

20.2.3. The Service Provider shall, at its own cost, install, operate, maintain, and ensure the uninterrupted functioning of a Biometric Attendance System at all designated campus locations, namely two (2) locations at Mumbai Campus, one (1) at Tuljapur Campus, one (1) at Guwahati Campus, and one (1) at Hyderabad Campus, or at such additional locations as may be directed by the Institute during the contract period.

20.2.3.1. All personnel deployed under the contract shall mandatorily record their attendance through the Biometric Attendance System on each working day, including in-time and out-time, unless otherwise permitted in writing by the Institute.

20.2.3.2. The Service Provider shall submit campus-wise biometric attendance reports, duly verified by the authorized Institute representative, along with the monthly invoice. Bills submitted without the prescribed attendance records may not be processed until the required documents are furnished.

20.3. **Replacement and Continuity of Services:**

20.3.1. The Service Provider shall ensure uninterrupted and satisfactory service throughout the contract period and shall maintain adequate manpower at all times.

20.3.2. Suitable replacement personnel shall be provided without delay in cases of absence, resignation, long leave, misconduct, non-performance, or any other reason affecting service delivery.

20.3.3. TISS reserves the right to require replacement of any deployed personnel found unsuitable on account of misconduct, indiscipline, incompetence, poor performance, security concerns, behavioral issues, or any other reason recorded by the Institute.

20.4. **Agency Supervisors:**

20.4.1. The Service Provider shall nominate dedicated qualified supervisors for the campuses as follows:

20.4.1.1. Mumbai Campus: Three (03)

20.4.1.2. Tuljapur Campus: One (01)

20.4.1.3. Guwahati Campus: One (01)

20.4.1.4. Hyderabad Campus: Remote supervision through the Mumbai-based supervisor, unless otherwise directed by TISS.

20.4.2. The designated supervisors shall report to the respective TISS office(s) during the prescribed working hours and shall function under the overall supervision of the designated TISS Officer. The supervisors shall remain readily available and reachable on all working days for coordination and resolution of operational issues.

20.4.3. The supervisors shall act as the single point of contact for TISS and shall be responsible for day-to-day coordination, deployment of manpower, attendance reconciliation, statutory compliance, salary-related matters, grievance redressal, replacement of personnel, and overall contract management.

20.4.4. The Service Provider shall nominate a senior escalation officer, not below the rank of Manager, at its registered office. Any issue not resolved by the supervisors within the timelines prescribed by TISS may be escalated to the designated senior officer, who shall ensure prompt resolution.

20.4.5. The supervisors shall be the single point of contact for TISS and shall be available for immediate communication during working hours.

20.4.6. All matters relating to attendance, wages, leave, deployment, discipline, replacement of personnel, statutory compliance, grievance handling, and other contractual obligations shall be managed exclusively by the Service Provider through supervisors and the nominated escalation officer.

20.4.7. The Service Provider shall ensure that the designated supervisors and the escalation officer remain unchanged during the contract period. Any change in these officials shall be communicated

to TISS at least seven (07) days in advance, along with the details of the replacement officer. During the transition, the outgoing supervisor/escalation officer shall ensure proper handover so that there is no disruption in coordination or service delivery.

20.4.8. The cost of deploying all designated supervisors' / agency coordinators, including their salaries, statutory benefits, and all other employment-related obligations, shall be deemed to be included in the service charge quoted by the Service Provider. No separate or additional payment shall be made by TISS to the Service Provider or directly to any designated supervisor / agency coordinator on any account whatsoever. The deployed supervisors' / agency coordinators shall have no claim against TISS for any remuneration, allowance, or benefit of any nature.

20.5. **Verification, Identification and Conduct:**

20.5.1. The Service Provider shall carry out background verification of all personnel before deployment and shall provide police verification records whenever required by TISS.

20.5.2. The Service Provider shall ensure that all deployed personnel carry the identity card issued by the Service Provider and any access card/pass issued by TISS while on duty. Identity cards and access cards shall be surrendered immediately upon cessation of deployment

20.5.3. Personnel shall maintain discipline, professional conduct, confidentiality, and decorum within TISS premises.

20.5.4. The deployed personnel shall comply with all rules, regulations, security instructions, safety protocols, and code of conduct prescribed by TISS from time to time.

20.5.5. The Service Provider shall ensure that all personnel deployed are medically fit to perform their assigned duties.

20.5.6. The Service Provider shall ensure that its personnel remain within the TISS premises only for the purpose of performing their assigned duties and shall leave the campus immediately upon completion of their duty hours.

20.5.7. All personnel deployed by the Service Provider shall comply with the security procedures of TISS and shall be liable to frisking, baggage inspection, identity verification, or any other security checks by the Institute's authorized personnel at any time while entering, leaving, or remaining within the campus.

20.6. **Confidentiality & Protection of Information:**

20.6.1. The Service Provider and its personnel shall maintain strict confidentiality of all information, records, documents, data, systems, and processes accessed during the course of the contract.

20.6.2. No information relating to TISS shall be disclosed to any third party without prior written approval of the Institute. This obligation shall survive the expiry or termination of the contract.

20.6.3. All deployed personnel shall sign a Non-Disclosure Agreement (NDA) before deployment. Breach of confidentiality shall attract penal action and contract termination.

20.7. **Employer-Employee Relationship:**

20.7.1. The deployed personnel shall remain employees of the Service Provider for all purposes.

20.7.2. There shall be no employer-employee relationship, implied or explicit, between TISS and the deployed personnel.

20.7.3. All liabilities relating to wages, site transfers based on TISS approvals, statutory benefits, compensation, disciplinary matters, work place grievances, insurance, and employment obligations shall be the sole responsibility of the Service Provider.

20.7.4. The deployed personnel shall not claim any benefit, compensation, absorption, or regularization of services under the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 against TISS.

20.8. **Subcontracting:**

20.8.1. The service provider shall not subcontract, assign, or transfer any part of the work or contractual obligation to any other entity without the prior written consent of TISS. Any violation shall void the contract and make the service provider liable for damages.

20.8.2. In case of merger, acquisition, or reorganization of the service provider, TISS reserves the right to review and terminate the contract if the new entity is not acceptable.

20.9. **Uniforms & Accessories:**

20.9.1. Uniforms (two pairs) and raincoat (one) shall be provided once in two years. Safety shoes and gum boots shall be provided on functional basis.

20.9.2. The quality, design, colour, quantity, specifications, and cost of uniforms and protective equipment shall be approved by TISS before procurement.

20.9.3. TISS may either reimburse the approved cost of uniforms and protective equipment upon submission of supporting documents.

20.9.4. All deployed personnel shall wear the prescribed uniform and identity card during duty hours.

20.10. **Wages & Statutory Payments:**

20.10.1. All deployed personnel shall be paid salaries not less than the applicable Central Minimum Wages (as notified by the Ministry of Labour & Employment, Government of India) for the relevant skill category and area classification (Area A, B, or C, as applicable). Any future revision in minimum wages shall be automatically reflected in the salaries paid to deployed personnel.

20.10.2. The differential amount arising solely due to statutory revision in wages or employer's statutory contributions shall be reimbursed by TISS in accordance with applicable law. However, the Service Charge quoted by the Service Provider shall remain firm and unchanged throughout the contract period.

20.10.3. Salaries must be credited to each deployed personnel's bank account on or before 7th of each month.

20.10.4. Monthly salary slips shall be issued to every deployed employee.

20.10.5. The Service Provider shall ensure that all deployed personnel receive their individual Provident Fund annual statements for each financial year.

20.10.6. TISS maintains a zero-tolerance policy towards unauthorized deductions from the salaries of deployed personnel.

20.10.7. The only deductions permissible from a deployed personnel's salary are:

20.10.7.1. Employee's share of EPF and ESIC contributions, as applicable under law.

20.10.7.2. Professional Tax, as per the applicable State legislation.

20.10.7.3. Income Tax at source (TDS), where applicable.

20.10.7.4. Any other deductions explicitly authorized and directed in writing by TISS (such as telephone charges, accommodation/rent recovery, bus/transport charges, or similar facility-based recoveries).

20.10.8. Any unauthorized deduction shall constitute a breach of contract and shall attract penalties as specified in the Penalty Conditions clause of this tender.

20.11. **Leave Management:**

20.11.1. Leave shall be governed by the applicable labour laws.

20.11.2. Leave applications shall be routed through the supervisors of Service Provider for consent by the designated TISS Officer.

20.11.3. Where absence exceeds seven (07) days or where operational requirements so demand, the Service Provider shall arrange a suitable replacement without any additional financial implication to TISS.

20.12. **Damage, Loss & Indemnity:**

20.12.1. The Service Provider shall ensure that goods, materials, and equipment are not damaged during service delivery.

20.12.2. The Service Provider shall be responsible for all acts, omissions, negligence, misconduct, theft, or damage caused by its personnel during execution of the contract.

20.12.3. The Service Provider shall indemnify and keep TISS indemnified against all claims, losses, damages, liabilities, penalties, costs, and expenses arising out of any act or omission of the Service Provider or its personnel.

**21. Emergency Campus Handover and Inter-Cluster Takeover:**

21.1. **Purpose and Applicability**:

21.1.1. In order to ensure uninterrupted service delivery across all TISS campuses and to safeguard the Institute's operational interests, this clause establishes the framework for inter-cluster takeover, whereby the Service Provider of one Cluster (the "Incoming Service Provider") may be directed by TISS to manage the campuses of the other Cluster (the "Affected Cluster") in the event of failure, default, or termination of that Cluster's Service Provider (the "Outgoing Service Provider").

21.1.2. Both Service Providers, by accepting the Letter of Award under their respective Clusters, unconditionally agree to be bound by this clause and to act as either Incoming or Outgoing Service Provider as directed by TISS, without requiring any separate consent or agreement at the time of invocation.

21.2. **Obligations of the Outgoing Service Provider:**

21.2.1. Upon receipt of the Handover Directive, the Outgoing Service Provider shall, within the timeline specified therein:

21.2.2. Provide TISS and the Incoming Service Provider with complete and accurate deployment records, including names, designations, Aadhaar numbers, bank account details, EPF/ESIC UAN numbers, attendance records, and salary payment history of all personnel deployed at the Affected Cluster campuses.

21.2.3. Facilitate unhindered access to the Incoming Service Provider's representatives at all Affected Cluster campuses for assessment and planning purposes.

21.2.4. Continue to provide services without reduction in manpower or quality until the Takeover Date, and cooperate fully in the handover process throughout the notice period.

21.2.5. Any obstruction, delay, non-cooperation, or withholding of records by the Outgoing Service Provider during the handover process shall constitute a material breach, entitling TISS to immediately forfeit the Performance Security Deposit and initiate legal proceedings for recovery of any resulting loss.

21.2.6. The Outgoing Service Provider shall remain solely liable for all dues, salaries, statutory payments, and employment obligations owed to deployed personnel up to and including the Takeover Date. The handover of operations shall not in any manner transfer or assign these liabilities to the Incoming Service Provider or to TISS.

21.3. **Obligations and Protections of the Incoming Service Provider:**

21.3.1. Upon receipt of a takeover Directive, the Incoming Service Provider shall comply with the directive and shall deploy the existing manpower at the Affected Cluster campuses from the Takeover Date.

21.3.2. The Incoming Service Provider shall not be liable for any dues, statutory defaults, salary arrears, gratuity obligations, or any other employment liabilities owed by the Outgoing Service Provider to

personnel deployed prior to the Takeover Date. All such liabilities remain exclusively with the Outgoing Service Provider.

21.3.3. Personnel taken over from the Affected Cluster shall be treated as fresh engagements on the rolls of the Incoming Service Provider from the Takeover Date. New EPF/ESIC enrollments shall be completed within fifteen (15) days of the Takeover Date.

21.3.4. The takeover arrangement shall continue for the period specified in the Handover Directive, or until a new permanent Service Provider is onboarded for the Affected Cluster through a fresh tender or alternate procurement process, whichever is earlier.

21.3.5. Upon issuance of a Takeover Directive, the Incoming Service Provider shall deposit an additional Performance Security Deposit (PSD) equivalent to the PSD applicable to the affected campuses, within fifteen (15) days of the Takeover Directive. Failure to deposit the additional PSD within the stipulated period shall be treated as a breach of this clause and shall entitle TISS to make alternate arrangements at the Incoming Service Provider's risk and cost.

21.3.6. The service charge payable to the Incoming Service Provider for managing the affected campuses shall be the same service charge percentage as quoted and agreed under their existing Cluster contract. No additional service charge, premium, or surcharge shall be payable by TISS on account of the emergency or temporary nature of the takeover arrangement.

**22. Service Charges:**

22.1. The service charges quoted by the Service Provider shall be all-inclusive and shall cover all costs associated with service delivery, including salaries/wages (minimum wages, EPF, ESIC, PT, Labour Welfare Fund, and all other statutory components), GST, identity cards, police verification charges, administrative overheads, and a reasonable profit margin.

22.2. The service charge component (i.e., the vendor's margin over and above statutory wage components) shall remain fixed for the contract period and shall not be subject to revision on any ground.

22.3. In the event of any revision in minimum wages or statutory wage components under applicable law during the contract period, TISS shall pay the Service Provider the differential amount in the wage component only. Such revision shall have no impact on the agreed service charge, which shall remain unchanged as per the original contract value.

23. **Monthly Billing, Documentation and Payments**:

23.1. The Service Provider shall submit the monthly invoice for the services rendered during the preceding month on or before the 10th day of the succeeding month, on its official letterhead, duly signed and certified by the authorized signatory. The invoice shall clearly indicate the name, designation, contact number, and email ID of the authorized signatory.

23.2. Each invoice shall be submitted on the Service Provider's official letterhead, duly signed and certified by the authorized signatory, and marked "pre-receipt".

23.3. The following documents are mandatory and shall be submitted along with every monthly invoice. Invoices submitted without these documents shall not be processed for payment:

23.3.1. Attendance certified through the approved biometric system.

23.3.2. Salary disbursement statement.

23.3.3. Bank transfer proof of salary payment.

23.3.4. EPF Electronic Challan-cum-Receipt (ECR) for the preceding month.

23.3.5. ESIC payment receipt for the preceding month.

23.3.6. Professional Tax (PT) payment proof for the preceding month.

23.3.7. GST payment proof and GSTR-1 acknowledgement for the preceding month.

23.3.8. Bank statement supporting statutory remittances.

23.3.9. An undertaking duly signed and sealed by the authorized signatory confirming compliance with all statutory payment obligations for the billing period.

23.3.10. Any other document required by TISS.

23.4. **Payment Process:**

23.4.1. Upon satisfactory verification of all documents, TISS shall process payment within fifteen (15) to twenty-one (21) working days from the date of receipt of the complete invoice.

23.4.2. The official date of receipt of tax invoice shall be considered only when all required documentation is properly attached and submitted by the service provider. Submission of incomplete bills shall not be treated as the official date of receipt.

23.4.3. Upon verification of attendance and proof of salary disbursement to all deployed personnel, TISS may release the wage component of the monthly bill. However, the Service Provider's **Service Charges** shall be released only after submission and verification of documentary evidence confirming timely payment of all applicable statutory dues, taxes, and other mandatory contributions relating to the deployed personnel for the relevant billing period.

23.4.4. Payment shall be made electronically via NEFT/RTGS to the Service Provider's designated bank account.

23.4.5. TISS reserves the right to deduct Income Tax at Source (TDS) and any other statutory levies as mandated by law.

23.5. TISS reserves the right to withhold or deduct from any invoice amounts corresponding to: incomplete documentation; short deployment against confirmed deployment schedule; statutory non-compliance; unauthorized salary deductions; or any breach of contractual conditions. Such withholding shall not constitute a payment default by TISS.

24. **Penalty Conditions:**

| **Sl.No** | **DEDUCTIONS** | | | |
|---|---|---|---|---|
| | **Description** | **1st Instance** | **2nd Instance** | **3rd Instance** |
| 1 | Non-deployment of total manpower mentioned in the contract as per the date of joining | Up to 15 Days, 1-day wages of the resources which are not deployed, per day.<br>Beyond 15 days cancellation of the contract with cancellation charges@ 10% of the order value. | | |
| 2 | If employee is found disclosing any confidential information/document to the Service Provider/ any third parties | Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act. | | |
| 3 | If the employee is found responsible for any theft, loss of material/ articles and damages | Payment in actual, equivalent to the value of the article theft/ lost/damaged within the period prescribed by the Buyer.<br><br>Replacement of employee within 2 days. | Payment in actuals, equivalent to the value of the article theft/ lost/damaged within the period prescribed by the buyer.<br><br>Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act. | Cancellation of the contract with cancellation charges @ 10% of the order value |

| Sl.No | DEDUCTIONS | | | |
|---|---|---|---|---|
| | **Description** | **1st Instance** | **2nd Instance** | **3rd Instance** |
| | | | | |
| 4 | If the employee is found responsible for disobedience/misconduct | Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act | Warning/ counselling/Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act | Cancellation of the contract with cancellation charges @ 10% of the order value |
| 5 | If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider. | Substitute within 2 days of intimation from buyer failing which, up to 15days, 1day wages of absent resource/s per day.<br><br>Beyond15 days, cancellation of the contract with cancellation charges @ 10% of the order value | Substitute within 2 days of intimation from buyer failing which, up to 15 days,2-day wages of absent resource/s per day.<br><br>Beyond15 days, cancellation of the contract with cancellation charges @ 10% of the order value | Cancellation of the contract with cancellation charges @ 10% of the order value |
| 6 | If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace | Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @10%, as decided by the buyer depending on the gravity of the act. | Cancellation of the contract with cancellation charges @10% of the order value | |
| 7 | Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share) | Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7working days | Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer | Cancellation of the contract with cancellation charges @10% of the order value |

25. **Force Majeure:** No penalty shall apply in cases of natural calamities, strikes, or government orders, subject to timely written intimation.
26. **Integrity Clause:**
    - 26.1. The Integrity Pact, enclosed as Annexure A-7, forms an integral and binding part of this Tender Document.
    - 26.2. The bidder shall duly sign and submit the Integrity Pact along with the Technical Bid as a token of unconditional acceptance of its provisions. Failure to submit the duly executed Integrity Pact may render the bid liable for rejection.
    - 26.3. The successful bidder shall strictly adhere to the provisions of the Integrity Pact throughout the tendering process and during the execution of the contract.
    - 26.4. The executed Integrity Pact shall form an integral and binding part of this tender and the resultant contract.
    - 26.5. Any breach or violation of the provisions of the Integrity Pact shall constitute a material breach of the contract and may result in rejection of the bid, forfeiture of the Earnest Money Deposit (EMD)/Performance Security Deposit (PSD), termination of the contract, recovery of losses, debarment from participation in future tenders of TISS, and initiation of such legal or other action as may be deemed appropriate under the applicable laws.
27. **Arbitration Clause:**
    - 27.1. In case any dispute arises between parties, an effort shall be made to settle the same amicably. However, if any dispute that remains unresolved, shall be referred to a mutually appointed arbitrator, who shall be sole arbitrator.

27.2. The award of the arbitrator shall be final and binding on the arbitration proceedings and shall be carried out as per the provisions of the Indian Arbitration and Conciliation Act, 1996 as may be amended from time to time. Legal disputes shall be subject to the jurisdiction of the courts at Mumbai.

28. **Survival of Provisions:**

28.1. Notwithstanding the expiry, completion, termination, or cancellation of the contract, the provisions relating to confidentiality, indemnity, recovery of dues, statutory liabilities, payment obligations, dispute resolution, audit, record retention, intellectual property (where applicable), and any other provisions which by their nature are intended to survive, shall remain valid and enforceable until fully discharged in accordance with the contract and applicable law.

28.2. The survival of these provisions shall not be construed as a continuation of the Contract, but only as a safeguard to protect the interests of TISS and to ensure that all obligations are fully discharged by the Service Provider.

29. **Jurisdiction:** All disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts situated in Mumbai, Maharashtra.

30. **Indicative Deployment of Outsourced Manpower:**

30.1. The table below summarizes the outsourced manpower positions proposed under this tender, categorized by skill level and grouped campus-wise under **Cluster A (Mumbai and Hyderabad)** and **Cluster B (Tuljapur and Guwahati)**.

30.2. This overview is indicative and reflects the current deployment pattern. The actual deployment may vary based on operational requirements and will be finalized at the time of contract finalization on GeM.

30.3. This overview is provided to give bidders an understanding of the scale of operations and is not a guarantee of minimum or maximum deployment.

30.4. TISS reserves the right to increase, decrease, or redistribute manpower across campuses based on operational needs during the contract period.

**Overview of Outsourcing Staff Deployment in Cluster A and Cluster B**

| Sl.No | Skill Category | Designations | No. of Employees | Total Monthly Salary (Approx) | Campus |
|---|---|---|---|---|---|
| 01 | UNSKILLED | Helper / MTS / Housekeeper / Mali / Daily Wages | 217 | ₹ 46,65,934.00 | Mumbai |
| 02 | SEMI SKILLED | Asst. Cook / Attendant / Gardener | 21 | ₹ 4,87,032.00 | Mumbai |
| 03 | SKILLED | LDC / UDC / DEO / Admin. Asst. / Electrician / Driver / Cook / Carpenter / Supervisor / Xerox Operator / Asst. Electrician / Technical Asst. / UDC / Cook (Head) | 58 | ₹ 15,41,628.00 | Mumbai |
| 04 | HIGH SKILLED | Tech. Asst. | 1 | ₹ 47,565.00 | Mumbai |
| **Cluster A - Approx Staff - Mumbai Campus** | | | **297** | **₹ 67,42,159.00** | **Cluster A** |
| 05 | UNSKILLED | Helper | 9 | ₹ 1,93,518.00 | Hyderabad |
| 06 | SKILLED | Supervisor / Electrician Cum Plumber | 2 | ₹ 52,416.00 | Hyderabad |
| **Cluster A - Approx Staff - Hyderabad Campus** | | | **11** | **₹ 2,45,934.00** | **Cluster A** |
| **Total Cluster A (Mumbai + Hyderabad)** | | | **308** | **₹ 69,88,093.00** | **Cluster A** |
| 07 | UNSKILLED | Helper / MTS / DH-Helper / Housekeeper / Sweeper | 46 | ₹ 8,13,280.00 | Tuljapur |
| 08 | SEMI SKILLED | Assistant Cook / Mason-cum-Helper / Gardener | 4 | ₹ 80,080.00 | Tuljapur |
| 09 | SKILLED | Security Guard / Security Supervisor / UDC / LDC / Electrician / Plumber / Carpenter / Driver / Cook / Nurse / Purchase Assistant / Technical Attendant / Library Assistant / LDC-cum-Tele. Optr. / Asst. Security Officer / Supervisor | 53 | ₹ 11,72,093.00 | Tuljapur |
| 10 | HIGH SKILLED | Assistant Security Officer / Security Supervisor | 2 | ₹ 47,736.00 | Tuljapur |
| **Cluster B - Approx Staff - Tuljapur Campus** | | | **105** | **₹ 21,13,189.00** | **Cluster B** |

| Overview of Outsourcing Staff Deployment in Cluster A and Cluster B | | | | | |
|---|---|---|---|---|---|
| **Sl.No** | **Skill Category** | **Designations** | **No. of Employees** | **Total Monthly Salary (Approx)** | **Campus** |
| 11 | UNSKILLED | Housekeeper / Sweeper / Security Guard / Ladies Guard / Helper | 38 | ₹ 6,78,561.00 | Guwahati |
| 12 | SEMI SKILLED | Gardener / Caretaker / Security Supervisor / Technical Person | 8 | ₹ 1,64,750.00 | Guwahati |
| 13 | SKILLED | Facility Manager / Wireman / Electrical Supervisor / Plumber / STP Operator / Network Engineer | 7 | ₹ 1,58,648.00 | Guwahati |
| **Cluster B - Approx Staff - Guwahati Campus** | | | **53** | **₹ 10,01,959.00** | **Cluster B** |
| **Total Cluster B (Tuljapur + Guwahati)** | | | **158** | **₹ 31,15,148.00** | **Cluster B** |
| **Total Cluster A + Cluster B - Approx Staff in 4 Campuses** | | | **466** | **₹ 1,01,03,241.00** | **1 + 2** |

**31. <u>Acceptance of Tender Terms:</u>**

31.1. The bidder shall duly sign and submit Annexure A-3 (Acceptance of Tender Terms & Conditions) along with the Technical Bid.

31.2. The duly executed Annexure A-3 shall signify the bidder's unconditional acceptance of all the terms, conditions, specifications, annexures, corrigenda, and other provisions of this Tender Document and shall form an integral and binding part of the bid and the resultant contract.

31.3. Failure to submit the duly signed Annexure A-3 may render the bid liable for rejection.

**ANNEXURE A-1:**

**Tender No.: _____ | Name of Work: Manpower Outsourcing Services – TISS**

## BIDDER'S INFORMATION

*(To be submitted on the Bidder's Letterhead)*

| A. BIDDER'S BASIC INFORMATION | | |
|---|---|---|
| **S.No** | **Particulars** | **Details** |
| 1 | Name of the Bidder / Firm / Company | |
| 2 | Legal Status of the Entity | ☐ Public Limited Company ☐ Private Limited Company ☐ LLP ☐ Partnership Firm ☐ Proprietorship ☐ Cooperative Society ☐ Other: _____ |
| 3 | Registered Office Address | |
| 4 | Operational Office Address in Mumbai / Thane / Navi Mumbai | |
| 5 | Date of Incorporation / Registration | |
| 6 | Incorporation / Registration Reference No. | |
| 7 | Number of Years in Manpower Outsourcing Business | |
| 8 | Total Staff Strength at Mumbai/Navi Mumbai Office | |
| 9 | GeM Seller ID | |
| 9 | MSME / Udyam Registration No. *(if applicable)* | |
| **B. STATUTORY & REGISTRATION DETAILS** | | |
| **S.No** | **Particulars** | **Details** |
| 10 | Permanent Account Number (PAN) | |
| 11 | GST Registration No. (GSTIN) | |
| 12 | EPFO Registration No. | |
| 13 | ESIC Registration No. | |
| 14 | Professional Tax Registration No. | |
| **C. BANKING DETAILS** | | |
| **S.No** | **Particulars** | **Details** |
| 15 | Bank Account Name | |
| 16 | Bank Account Number | |
| 17 | Name of Bank | |
| 18 | Branch Name & Address | |
| 19 | IFSC Code | |
| 20 | Account Type | ☐ Current ☐ Savings |
| **D. AUTHORIZED SIGNATORY FOR THIS BID** | | |
| **S.No** | **Particulars** | **Details** |
| 21 | Name of Authorised Contact Person | |
| 22 | Designation | |
| 23 | Mobile / Telephone No. | |
| 24 | Email Address | |
| 25 | Alternate Contact No. / Email *(if applicable)* | |
| 26 | Authority *(Board Resolution / POA / Authorization Letter — attach copy)* | ☐ Yes ☐ No |

I/We hereby declare that the above information is true, correct, and complete to the best of my/our knowledge. I/We understand that any misrepresentation or false declaration shall render the bid liable for rejection and the contract liable for termination, in addition to any other action TISS may deem appropriate.

**Signature:** _____
**Name:** _____
**Designation:** _____
**Seal:** _____
**Date:** _____

**ANNEXURE A – 2:**

## Declaration of Clean Track Record

*(To be submitted on the Bidder's Letterhead)*

**To,**
The Assistant Registrar (Admin)
Tata Institute of Social Sciences
VN Purav Marg,
Mumbai – 400088

**Subject:** Declaration for Clean Track Record

***Reference:*** *Tender No.* **_____**

Dear Sir/Madam,

I/We, the undersigned, being the duly authorized representative(s) of **M/s. _____**, hereby solemnly declare and undertake as follows:

**Declaration:** I/We hereby declare that our Company/Firm has not been blacklisted, debarred, suspended, convicted, or terminated for unsatisfactory performance or statutory non-compliance by any Government Department, Public Sector Undertaking (PSU), Autonomous Body, Educational Institution, Hospital, Statutory Authority, or any other client during the last five (05) years, and that no blacklisting, debarment, suspension, termination, or similar proceedings, including any unresolved show-cause notice relating thereto, are pending against our Company/Firm as on the date of submission of this bid, except as disclosed below. I/We further certify that the undersigned is duly authorized and competent to make this declaration on behalf of the Company/Firm and that the information furnished herein is true, complete, and correct.

**Disclosure (if applicable):** If the answer to any of the above declarations is "Yes", complete the table below and attach supporting documents.

| Sr. No. | Name of Organization / Client | Nature of Action (Blacklisting / Debarment / Termination / Show Cause / Statutory Default / Other) | Reason | Order / Notice Date | Period / Current Status |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

Note: Attach self-attested copies of the relevant orders, notices, explanations, revocation orders, or any other supporting documents wherever disclosure has been made.

**Signature:** _____
**Name:** _____
**Designation:** _____
**Seal:** _____
**Date:** _____

**ANNEXURE A - 3:**

## DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS

*(To be submitted on the Bidder's Letterhead)*

**To,**
The Assistant Registrar (Admin)
Tata Institute of Social Sciences
VN Purav Marg,
Mumbai – 400088

**Subject:** Declaration for Acceptance of Tender Terms and Conditions | Reference**:** Tender No. _____

**Dear Sir/Madam,**

I/We, the undersigned, being the duly authorised representative(s) of **M/s. _____**, hereby solemnly declare and undertake as under:

1. **Acceptance of Tender Conditions**: I/We have carefully read, understood, examined, and accepted all the terms, conditions, specifications, eligibility criteria, schedules, annexures, corrigenda, addenda, clarifications, and other provisions contained in the above-referred Tender Document. I/We agree to abide by and comply with all such provisions without any reservation, deviation, condition, or qualification.
2. **Understanding of Obligations**: I/We declare that we have fully understood the scope of work, contractual obligations, statutory requirements, service levels, timelines, and all responsibilities arising out of the tender and undertake to perform the contract strictly in accordance with the provisions of the Tender Document, if awarded.
3. **Truthfulness and Authenticity of Information**: I/We certify that all information, particulars, documents, certificates, declarations, undertakings, and supporting records submitted by us as part of this tender are true, correct, complete, valid, and authentic to the best of our knowledge and belief. No material fact has been concealed, withheld, or misrepresented.
4. **Authority of the Signatory**: I/We hereby certify that the undersigned is duly authorised by the Bidder to sign, submit, and execute this bid, all declarations, undertakings, and other documents relating to this tender, and that such actions shall be binding upon the Bidder.
5. **No Conflict of Interest**: I/We declare that neither the Bidder nor any of its directors, partners, proprietors, key managerial personnel, or authorised representatives has any actual or potential conflict of interest that may adversely affect the fairness, transparency, or execution of this tender or the proposed contract. In the event any such conflict arises, the same shall be disclosed to TISS immediately in writing.
6. **Confidentiality**: I/We undertake to maintain strict confidentiality of all information, records, documents, data, correspondence, and other materials obtained or accessed during the tender process and, if awarded the contract, throughout the contract period and thereafter, except where disclosure is required under applicable law or with the prior written approval of TISS.
7. **Compliance with Applicable Laws**: I/We undertake to comply with all applicable Central, State, and Local laws, rules, regulations, statutory obligations, labour laws, taxation laws, social security legislations, and all other legal requirements applicable to the execution of the contract.

8. **Binding Nature of Declaration**: I/We understand and acknowledge that this declaration and undertaking forms an integral part of our bid and shall remain binding upon us throughout the tender process and, in the event of award of contract, during the entire period of the contract including any extension thereof.
9. **Enforceability of Tender Terms and Contractual Standing**: I/We acknowledge and agree that this Declaration and Undertaking, upon submission as part of the Technical Bid, shall constitute a legally binding and enforceable document having the same force and effect as a formal agreement, binding upon us from the date of bid submission itself. Upon issuance and acceptance of the Letter of Intent (LoI) / Letter of Award (LoA) by TISS, this Declaration shall form an integral and inseparable part of the contract, and the Tender Document, this Declaration, our submitted bid, the Letter of Intent (LoI), the Letter of Award (LoA), the GeM Contract, and the applicable GeM Service Level Agreement (SLA), and all related communications shall collectively constitute a single, binding, and enforceable contract between TISS and us, without the need for any separate formal agreement. Execution of a separate formal agreement, if any, shall be treated as a procedural requirement only and shall not affect the validity, enforceability, or binding nature of the tender terms. No provision of this Declaration shall be deemed to be superseded, overridden, or rendered ineffective by any other contract document, unless expressly agreed in writing by TISS
10. **Undertaking Regarding False Information**: I/We further declare that if, at any stage during the tender process or the currency of the contract, any information, document, certificate, declaration, or undertaking submitted by us is found to be false, misleading, fabricated, suppressed, or materially incorrect, Tata Institute of Social Sciences (TISS) shall have the absolute right, without prejudice to any other legal remedy available under law or the contract, to reject our bid, cancel the Letter of Award, terminate the contract, forfeit the Earnest Money Deposit (EMD) and/or Performance Security, recover any consequential losses or damages suffered by TISS, and debar us from participating in future tenders of the Institute for such period as may be deemed appropriate by TISS.
11. **Survival of Declaration**: I/We agree that this declaration and all undertakings contained herein shall survive the expiry, termination, or cancellation of the contract and shall remain in full force and effect until all obligations are fully discharged.

I/We hereby certify that the statements made herein are true and correct and that I/We am/are fully competent and duly authorised to execute this Declaration and Undertaking on behalf of the Bidder.

Yours faithfully,

**Signature:** _____

**Name:** _____

**Designation:** _____

**Seal:** _____

**Date:** _____

***Enclosures:***

1. *Copy of Board Resolution / Power of Attorney / Authorization Letter*
2. *Any other document as required by the tender*

**ANNEXURE A - 4:**

## DECLARATION OF REGISTERED & FUNCTIONAL OFFICE

*(To be submitted on the Bidder's Letterhead)*

**To,**
The Assistant Registrar (Admin)
Tata Institute of Social Sciences
VN Purav Marg,
Mumbai – 400088

**Subject: Declaration of Registered Functional Office | Reference:** Tender No. _____

Dear Sir/Madam,

I/We hereby declare that:

1. Our Company/Firm possesses adequate office infrastructure, communication facilities, and permanent staff (HR, Payroll, Accounts, Compliance, Operations) for effective contract management.
2. TISS may verify our office premises, infrastructure, staff strength, and supporting records at any stage.
3. Any false, misleading, or incorrect information shall result in rejection of bid or termination of contract (if awarded).

**Enclosures:** Shop & Establishment Certificate, GST (Mumbai), Utility Bills (last 2 months), Rent Agreement (valid 3 years), Employee List.

I/We confirm that all information and documents submitted are true, complete, and authentic. The undersigned is duly authorised to make this declaration.

Yours faithfully,

**Signature:** _____
**Name:** _____
**Designation:** _____
**Seal:** _____
**Date:** _____

**ANNEXURE A-5:**

**DECLARATION REGARDING CORPORATE INSOLVENCY RESOLUTION PROCESS (CIRP)**

*(To be submitted on the Bidder's Letterhead)*

**To,**
The Assistant Registrar (Admin)
Tata Institute of Social Sciences
VN Purav Marg,
Mumbai – 400088

**Subject: DECLARATION REGARDING CORPORATE INSOLVENCY RESOLUTION PROCESS (CIRP)**

***Reference:*** *Tender No.* _____

Dear Sir/Madam,

I/We, the undersigned, hereby declare that:

1. Our Company/Firm is not undergoing Corporate Insolvency Resolution Process (CIRP) under the provisions of the Insolvency and Bankruptcy Code, 2016, as amended from time to time.
2. No application for initiation of CIRP against our Company/Firm has been admitted by the National Company Law Tribunal (NCLT) or any other competent authority as on the date of submission of this bid.
3. Our Company/Firm is not under liquidation, bankruptcy, or winding-up proceedings and is legally and financially competent to undertake the obligations arising out of this tender.
4. I/We undertake to immediately inform Tata Institute of Social Sciences (TISS), in writing, if any insolvency, liquidation, or similar proceedings are initiated or admitted against our Company/Firm during the tender process or during the currency of the contract.
5. I/We understand that any false declaration or suppression of material facts shall render our bid liable for rejection or, if the contract has been awarded, for termination, without prejudice to any other action available to TISS under the tender conditions and applicable law.

I/We certify that the above declaration is true and correct and that I/We am/are duly authorised to sign this declaration on behalf of the Bidder.

Yours faithfully,

**Signature:** _____
**Name:** _____
**Designation:** _____
**Seal:** _____
**Date:** _____

**ANNEXURE A - 6:**

## DECLARATION OF SITE VISIT COMPLETION

*(To be submitted on the Bidder's Letterhead)*

**To,**
The Assistant Registrar (Admin)
Tata Institute of Social Sciences
VN Purav Marg,
Mumbai – 400088

**Subject: Declaration of Completion of Mandatory Site Visits | Reference:** Tender No._____

Dear Sir/Madam,

We, _____ (Name of Firm/Company), hereby declare that our authorized representative(s) have conducted physical site visits to the following campuses of Tata Institute of Social Sciences, pursuant to the authorization issued by TISS, in accordance with Clause 8 of the above-referenced tender document. The details of the site visits are as follows:

| Sr. No. | Campus | Date of Visit | Name & Designation of Representative | Site Visit Certificate Attached (✓) |
|---|---|---|---|---|
| 1 | Mumbai | | | ☐ |
| 2 | Tuljapur | | | ☐ |
| 3 | Hyderabad | | | ☐ |
| 4 | Guwahati | | | ☐ |

**Enclosures:**

1. Site Visit Certificate — Mumbai Campus
2. Site Visit Certificate — Tuljapur Campus
3. Site Visit Certificate — Hyderabad Campus
4. Site Visit Certificate — Guwahati Campus

Yours faithfully,

**Signature:** _____
**Name:** _____
**Designation:** _____
**Seal:** _____
**Date:** _____

# MANDATORY DOCUMENTS CHECKLIST FOR BIDDERS

**(To be uploaded on GeM along with the Technical Bid)**

**Instructions to Bidders:**

1. This checklist is provided for the convenience of bidders to ensure that all mandatory documents have been uploaded.
2. The bidder shall tick (✓) the appropriate column and upload this duly signed checklist along with the Technical Bid.
3. Submission of this checklist shall not relieve the bidder from submitting all documents required under the tender.
4. Use the Preferred File Name for each document to ensure easy identification during evaluation.
5. Non-submission of any mandatory document may render the bid liable for rejection.

| Sr. No. | Clause No. | Eligibility Criteria | Minimum Requirement | Document(s) to be Uploaded | Uploaded (✓/X) | Relevant File Name |
|---|---|---|---|---|---|---|
| 1 | 1 | Legal Status of Bidder | Registered legal entity | Certificate of Incorporation / Registration Certificate / Partnership Deed / Proprietorship Declaration, as applicable | ☐ | |
| 2 | | | Valid PAN | PAN Card | ☐ | |
| 3 | | | Valid GST Registration | GST Registration Certificate | ☐ | |
| 4 | 2 | Registered Office in Mumbai/Thane/Navi Mumbai | Functional office in Mumbai/Thane/Navi Mumbai for minimum 3 years | Shop & Establishment Registration Certificate | ☐ | |
| 5 | | | GST registered in Mumbai Office | GST Certificate with Mumbai/Navi Mumbai address | ☐ | |
| 6 | | | Operational Office Proof | Latest 2months Utility Bill (Electricity / Telephone / Internet / Water) | ☐ | |
| 7 | | | Office ownership/tenancy | Registered Lease Deed / Rent Agreement / Ownership Document (valid for 3 years) | ☐ | |
| 8 | | | Declaration of office staff & address | Annexure A-4 (duly filled, signed, stamped) | ☐ | |
| 9 | 3 | Business Experience | Minimum 5 years in manpower outsourcing | Certificate of Incorporation + Work Order / Experience Certificate dated 5 years or earlier | ☐ | |
| 10 | | | Option A: Single Contract ₹13.60 Cr | Work Order + Satisfactory Completion / Performance Certificate | ☐ | |
| 11 | | | Option B: Contract 1 – ₹10.20 Cr | Work Order + Satisfactory Completion / Performance Certificate | ☐ | |
| 12 | | | Option B: Contract 2 – ₹10.20 Cr | Work Order + Satisfactory Completion / Performance Certificate | ☐ | |
| 13 | | | Option C: Contract 1 – ₹4.80 Cr | Work Order + Satisfactory Completion / Performance Certificate | ☐ | |
| 14 | | | Option C: Contract 2 – ₹4.80 Cr | Work Order + Satisfactory Completion / Performance Certificate | ☐ | |
| 15 | | | Option C: Contract 3 – ₹4.80 Cr | Work Order + Satisfactory Completion / Performance Certificate | ☐ | |
| 16 | 4 | Financial Eligibility | Audited Accounts – FY 2023–24 | Audited Annual Accounts certified by CA | ☐ | |
| 17 | | | Audited Accounts – FY 2024–25 | Audited Annual Accounts certified by CA | ☐ | |
| 18 | | | Audited/Provisional – FY 2025–26 | Audited Annual Accounts / Provisional Financials certified by CA | ☐ | |
| 19 | | | Turnover – FY 2023–24 (₹50 Cr) | CA-certified Turnover Certificate (segregated for manpower services) | ☐ | |
| 20 | | | Turnover – FY 2024–25 (₹50 Cr) | CA-certified Turnover Certificate (segregated for manpower services) | ☐ | |
| 21 | | | Turnover – FY 2025–26 (₹50 Cr) | CA-certified Turnover Certificate (segregated for manpower services) | ☐ | |
| 22 | | | No Net Loss – FY 2023–24 | CA-certificate confirming no net loss | ☐ | |

| Sr. No. | Clause No. | Eligibility Criteria | Minimum Requirement | Document(s) to be Uploaded | Uploaded (✓/✗) | Relevant File Name |
|---|---|---|---|---|---|---|
| 23 | | | No Net Loss – FY 2024–25 | CA-certificate confirming no net loss | ☐ | |
| 24 | | | No Net Loss – FY 2025–26 | CA-certificate confirming no net loss | ☐ | |
| 25 | | | ITR – FY 2023–24 | ITR Acknowledgement | ☐ | |
| 26 | | | ITR – FY 2024–25 | ITR Acknowledgement | ☐ | |
| 27 | | | ITR – FY 2025–26 | ITR Acknowledgement | ☐ | |
| 28 | 5 | Statutory Compliance | Valid GST Registration | GST Registration Certificate | ☐ | |
| 29 | | | Valid ESIC Registration | ESIC Registration Certificate | ☐ | |
| 30 | | | Valid EPFO Registration | EPFO Registration Certificate (with establishment code) | ☐ | |
| 31 | | | Valid PT Registration | Professional Tax Registration Certificate | ☐ | |
| 32 | | | Valid PAN | PAN Card | ☐ | |
| 33 | | | Labour Licence – 1 | Valid Labour Licence under Contract Labour Act (Central) | ☐ | |
| 34 | | | Labour Licence – 2 | Valid Labour Licence under Contract Labour Act (Central) | ☐ | |
| 35 | 7 | Solvency Certificate | ₹7 Crores from Scheduled/Nationalized Bank | Solvency Certificate (dated on or after 1st April 2026) | ☐ | |
| 36 | | | Bank details for verification | Issuing Bank's email ID and contact number | ☐ | |
| 37 | 8 | Site Visit Report | Site Visit – Mumbai Campus | Site Visit Certificate issued by TISS Mumbai Campus | ☐ | |
| 38 | | | Site Visit – Tuljapur Campus | Site Visit Certificate issued by TISS Tuljapur Campus | ☐ | |
| 39 | | | Site Visit – Hyderabad Campus | Site Visit Certificate issued by TISS Hyderabad Campus | ☐ | |
| 40 | | | Site Visit – Guwahati Campus | Site Visit Certificate issued by TISS Guwahati Campus | ☐ | |
| 41 | | | Declaration of Site Visit | Annexure A-6 (duly filled, signed, stamped) | ☐ | |
| 42 | 9 | Pre-Bid Meeting | Registration Email | Email sent to TISS at least 2 days before Pre-Bid Meeting | ☐ | |
| 43 | | | Attendance Confirmation | Name recorded in official attendance register / minutes | ☐ | |
| 44 | 10 | EMD | EMD of ₹54,00,000/- | NEFT/RTGS receipt with UTR Number | ☐ | |
| 45 | | EMD Exemption | EMD Exemption (if claimed) | Documentary proof of exemption category | ☐ | |
| 46 | Annexure A-1 | Bidders Information | Bidder Details | Annexure A-1 – To be submitted in Company Letter Head | ☐ | |
| 47 | Annexure A-2 | Clean Track Record | Not blacklisted/debarred/terminated in last 5 years | Annexure A-2 – Declaration of Clean Track Record (duly notarized on stamp paper) | ☐ | |
| 48 | Annexure A-3 | Acceptance of Terms | Unconditional acceptance of all tender clauses | Annexure A-3 – Declaration for Acceptance of Tender Terms (duly signed, stamped) | ☐ | |
| 49 | Annexure A-4 | Registered Office Details | Declaration of office staff & address | Annexure A-4 (duly filled, signed, stamped) | ☐ | |
| 50 | Annexure A-5 | Financial Eligibility | Not undergoing CIRP / Liquidation | Annexure A-4 – Declaration Regarding CIRP (duly signed) | ☐ | |
| 51 | Annexure A-6 | Site Visit Report | Declaration of Site Visit | Annexure A-6 (duly filled, signed, stamped) | ☐ | |
| 52 | Annexure A-7 | Integrity Pact | Signed Integrity Pact | Annexure A-5 – Integrity Pact (duly filled, signed, stamped by Bidder and TISS) | ☐ | |
| 53 | — | Authority of Signatory | Authorization to sign the bid | Board Resolution / Power of Attorney / Authorization Letter | ☐ | |

**Summary for Bidders – Key Deadlines / Compliance Points**

| Sr. No. | Item | Deadline / Timeline | |
|---|---|---|---|
| 1 | Pre-Bid Meeting Registration | At least 2 days before Pre-Bid Meeting | |
| 2 | Site Visit Completion | At least 3 days before bid submission deadline | |
| 3 | Bid Submission | As per closing date on GeM portal | |
| 4 | Statutory Compliance Verification (if called for) | Within 10 days of intimation by TISS | |
| 5 | Performance Security Deposit (PSD) | Within 15 days of LoA/LoI | |

**For Queries / Clarifications:**

Any queries, clarifications, or requests for additional information relating to this tender shall be addressed only through the designated contact persons mentioned below. Bidders are advised not to contact any other official of the Institute regarding this tender.

**Purchase & Stores Section**

Tata Institute of Social Sciences (TISS)

V.N. Purav Marg, Deonar, Mumbai – 400088

**Contact Persons:**

- **Mr. Sachin Mandlik (**Sr. Admin Assistant)
  Email: sachin.mandlik@tiss.ac.in
  Phone: +91-22-2552 5000 (Ext. 5219)
- **Ms. Rashida Begum (**Consultant Purchase & Stores)
  Email: rashida.begum@tiss.ac.in
  Phone: +91-22-2552 5000 (Ext. 5208)
- **Mr. Gaurishankar Dahitankar**
  Officiating Assistant Registrar (Administration)
  Email: purchase@tiss.ac.in
  Phone: +91-22-2552 5000 (Ext. 5228)

**Note:**

1. Prospective bidders are advised to carefully examine the complete Tender Document and all associated annexures, schedules, corrigenda, and instructions available on the GeM Portal before submitting their bids. Failure to comply with any requirement of the Tender Document may result in rejection of the bid.
2. Bidders may also raise queries through the GeM Bid/RA query module, if applicable.
3. Any clarification sought by bidders shall be entertained only up to the timeline specified in the tender schedule.
4. Clarifications and corrigenda, if any, shall be published through the GeM Portal and/or the Institute's website.
5. Bidders are advised to regularly visit the GeM Portal for updates before submission of their bids.

**CORRIGENDUM NO. [MPOT-2026-01]**

**Ref. No.: TISS/P&S/GEM/MPOS/2026/T1 & T2**

**Date: 16th October, 2026**

**Subject: Corrigendum – Additional document of Site Visit Request Form (Annexure A-7) to Tender for Manpower Outsourcing Services 2026**

- In continuation of the Tender Document for Manpower Outsourcing Services (GeM Bid Nos. GEM/2026/B/8096959 dated 29-09-2026 – Cluster A: Mumbai & Hyderabad, and GEM/2026/B/8107361 dated 01-10-2026 – Cluster B: Tuljapur & Guwahati), the following **Annexure A-7 (Site Visit Request Form)** is hereby added to the Tender. This annexure was inadvertently omitted from the original publication.

- All other terms and conditions of the Tender Document remain unchanged. This corrigendum shall form an integral part of the Tender Document.

- Bidders are advised to use the below form for requesting site visits to all four TISS campuses.

**Instructions for Bidders**

1. The Site Visit Request Form must be sent via email to rashida.begum@tiss.ac.in & sachin.mandlik@tiss.ac.in with a copy to purchase@tiss.ac.in at least 5 - 7 (Five - Seven) days before the intended visit date.
2. TISS will issue the necessary one-time authorization letter(s) based on the details provided in this for.
3. Only duly authorised personnel will be permitted to enter the campuses for site visits.
4. The site visit must be completed at least 3 (three) days before the bid submission deadline.
5. Site Visit Certificates from all four campuses must be uploaded along with the Technical Bid for both the bids.
6. Bidders who fail to submit Site Visit Certificates from all four campuses shall be disqualified from technical evaluation.
7. Note: All queries and clarifications regarding the Tender Document and Terms & Conditions shall be addressed during the scheduled Pre-Bid Meeting on 22 October 2026 at 3:00 PM.

16/10/26.

AR (Admin) offg:- 16/10/26

**ANNEXURE A - 7:**

## SITE VISIT REQUEST FORM

***(To be submitted via email to rashida.begum@tiss.ac.in Sachin.mandlik@tiss.ac.in , with a copy to purchase@tiss.ac.in )***

**To,**

The Assistant Registrar (Admin)

Tata Institute of Social Sciences

VN Purav Marg,

Mumbai – 400088

**Subject: Request for Site Visit – Tender No. TISS/P&S/GEM/MPOS/2026/T1 & T2 – Manpower Outsourcing Services**

**Ref:** GeM Bid Nos. GEM/2026/B/8096959 & GEM/2026/B/8107361

Dear Sir/Madam,

I/We, _____ (Name of the Bidder), hereby request permission to undertake a **mandatory site visit** to the following TISS campuses in connection with the above-referenced tender. The details of our proposed representatives and intended dates of visit are provided below:

| Site Visit Representatives Details | | | | | |
|---|---|---|---|---|---|
| **Sr. No.** | **Campus** | **Name of Representative** | **Designation** | **Proposed Date / Date Range of Visit**** | **Mobile No.** |
| 1 | Mumbai | | | | |
| 2 | Hyderabad | | | | |
| 3 | Tuljapur | | | | |
| 4 | Guwahati | | | | |

***(**If exact dates are not yet finalised, bidders may indicate a suitable date range for each campus.)***

**Undertaking**

I/We hereby undertake and confirm that:

1. Only the duly authorised representatives named above will visit the TISS campuses.
2. We shall carry the authorization letter issued by TISS along with company ID Card & Government-issued photo ID during the site visit.
3. We shall abide by all campus security and visitor protocols during the visit.
4. We understand that the Site Visit Certificate must be obtained from the designated campus official upon completion of the visit and submitted along with the Technical Bid.

Yours faithfully,

**Signature:** _____

**Name:** _____

**Designation:** _____

**Seal:** _____

**Date:** _____

**Instructions for Bidders**

1) The Site Visit Request Form must be sent via email to rashida.begum@tiss.ac.in & sachin.mandlik@tiss.ac.in with a copy to purchase@tiss.ac.in at least 5 - 7 (Five - Seven) days before the intended visit date.
2) TISS will issue the necessary one-time authorization letter(s) based on the details provided in this for.
3) Only duly authorised personnel will be permitted to enter the campuses for site visits.
4) The site visit must be completed at least 3 (three) days before the bid submission deadline.
5) Site Visit Certificates from all four campuses must be uploaded along with the Technical Bid for both the bids.
6) Bidders who fail to submit Site Visit Certificates from all four campuses shall be disqualified from technical evaluation.
7) Note: All queries and clarifications regarding the Tender Document and Terms & Conditions shall be addressed during the scheduled Pre-Bid Meeting on 22 October 2026 at 3:00 PM.

**ANNEXURE - 8**

**(Format of Integrity Pact)**

**(To be executed on plain paper at the time of submission of bid and on Non- Judicial Stamp Paper of appropriate value by successful Bidder (Bidder(s)) prior to signing of Contract Agreement)**

# PRE CONTRACT INTEGRITY PACT

**Between**

**Tata Institute of Social Sciences (TISS)**, a Deemed to be University (under Section 3 of University Grants Commission Act, 1956) and Grant-in Aid Institute under Ministry of Education, Government of India, having its main campus and office at V.N.Purav Marg, Deonar, Mumbai 400088, hereinafter referred to as " The Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

**And**

**M/s ----------** , a company/ firm/ individual (status of the company) and having its registered office at ---------- represented by Shri , hereinafter referred to as "The Bidder" 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 under laid down organizational procedures, contract/s for ---------- (Name of the work/ goods/ services) and the Bidder is willing to offer against NIT No. ……..

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/consortium/joint venture constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Enterprise.

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 (work/ goods/ services) 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 the Bidder(s) 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 the Buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1.0 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 contact.

1.2. The Buyer will, during the pre-contract stage, treat all the Bidder(s) alike, and will provide to all the Bidder(s) the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidder(s).

1.3. All the officials of the Buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.0** 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 proceedings may be initiated by the Buyer or Independent External Monitor 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 by the Buyer the proceedings under the contract would not be stalled.

**3.0 COMMITMENTS OF THE BIDDER(S):**

The Bidder(s) commits themselves 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 or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution.

3.1. The Bidder(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, 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, favour, 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 or having done any act in relation to the obtaining or execution of the contract or any other contract with Buyer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Buyer.

3.3 The Bidder(s) shall disclose the name and address of agents and representatives and Indian Bidder(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s) shall, when presenting their bid, disclose any / all payments made, is committed to or intends to

make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract

3.5 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments 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 of services agreed upon for such payments.

3.6 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.

3.7 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The Bidder 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 contained in electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The Bidder(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The Bidder(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative if any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder(s) firm (excluding Public Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

3.12 The Bidder(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

3.13 The representative of the Bidder(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

3.14 In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

**4.0 PREVIOUS TRANSGRESSION:**

**4.1** The Bidder(s) 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 on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

**5.0 SANCTIONS FOR VIOLATIONS:**

**5.1** Any breach of the aforesaid provisions, before award or during execution by the Bidder or any one employed by it or acting on its behalf such as to put their reliability or credibility in question shall entitle the Buyer to initiate 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 Deposit (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 Contractor. 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.

(iv) The Earnest Money Deposit (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 therefor.

(v) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER. \

(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 TISS Ltd for a period of minimum period of 2 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 cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder/ Contractor, the same shall not be opened/operated.

(x) Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**5.2** 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.

**5.3** 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 External Monitor(s) appointed for the purposes of this Pact.

**7.0 INDEPENDENT EXTERNAL MONITOR(S):**

**7.1** The Buyer has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact after approval by the Central Vigilance Commission.

**7.2** TISS has appointed the following two Independent External Monitors (IEM) as per the Recommendation of the CVC; their details are given below:

1. IEM 1 Details
2. IEM 2 Details

**7.3** 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.

**7.4** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CVO, TISS.

**7.5** Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

**7.6** 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 to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

**7.7** 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/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CVO, TISS and recuse himself/ herself from that case.

**7.8** 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 as and when required.

**7.9** The Monitor will submit a written report to the Vice Chancellor, TISS 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.

**7.10** The word 'Monitor' would include both singular and plural.

**8**

**8.0 FALL Clause:**

**8.1** The BIDDER undertakes that it has not supplied/is not supplying similar product/services/systems or sub systems 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/services/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of 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 the cost would be refunded by the BIDDER to the BUYER, if the Contract has already been concluded.

**9.0 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.

**10.0 LAW AND PLACE OF JURISDICTION:**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Main Campus of the Buyer, i.e. in Mumbai (Maharastra). The arbitration clause provided in the tender document/ contract shall not be applicable for any issue/ dispute arising under Integrity Pact.

**11.0 OTHER LEGAL ACTIONS:**

**11.1** 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.

**11.2** Changes and supplements as well as termination notice need to be made in writing.

**11.3** If the Bidder(s) is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

**12.0 VALIDITY:**

**12.1** The validity of this Integrity Pact shall be from date of its signing and expires for the Bidder(s) 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.

**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 intention.

**12.3** Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

**12.4** In the event of any contradiction between Integrity Pact, the clause in the Integrity Pact will prevail.

| For & On behalf of the Buyer | For & On behalf of the Bidder/ Bidder(s) |
|---|---|
| (Official Seal) | (Official Seal) |
| Place----------<br>Date---------- | Place----------<br>Date---------- |
| Witness1._____<br>(Name and address) | Witness1._____<br>(Name and address) |
| 2._____<br>(Name and address) | 2._____<br>(Name and address) |