

PUBLIC TENDER
FOR
PROVIDING MANPOWER FOR ALLIED SERVICES

Tender No. IIA/Allied/11/03/2014

Date of Issue: 21st August, 2014

Date of closing: 8th September, 2014



Indian Institute of Astrophysics
Department of Science & Technology - Government of India
2nd Block, Koramangala, Sarjapur Road,
Bangalore - 560 034
Tel: 080 - 25530672-76

TENDER NOTICE

Indian Institute of Astrophysics (IIA) is a national premier institute of the Department of Science & Technology, Government of India devoted to research in astronomy, astrophysics and related physics. The main campus of the Institute is located at Koramangala, Bangalore, and its extended campus at CREST, Hosakote. The main observing facilities of the Institute are located at Gauribidanur, Hanle, Kavalur and Kodaikanal.

IIA invites public tender from reputed agencies to provide manpower for allied services at the following centers of the Institute:

| Sl. No | Location | Category | Requirement |
|--------|---|--|----------------------|
| 01 | Indian Institute of Astrophysics, Sarjapur Road, 2 nd Block, Koramangala, Bangalore-560 034 http://www.iiap.res.in/centers/headquarters Contact person: Dr. P.Kumaresan, Administrative Officer, Tel: 080-22541249 | Data Entry Operator Cook Driver Technician (Electrical) | 02 04 03 01 |
| 02 | Indian Institute of Astrophysics, CREST Campus, Shiddlaghatta Road, Hosakote, Bangalore – 562 114 http://www.iiap.res.in/centers/crest Contact person: Dr. B.C.Bhatt, Scientist-in-Charge, Tel: 080-27904739 | Cook Assistant Cook Technician - Electrical | 02 02 01 |
| 03 | Radio Astronomy Field Station Indian Institute of Astrophysics Gauribidanur -561 210,Chickaballapur Dist. http://www.iiap.res.in/centers/radio Contact person: Dr. R.Ramesh, Scientist-in-Charge, Tel:080-22541312 | Observational Asst. Technician - Electrical Cook Driver | 04 01 02 01 |
| 04 | Vainu Bappu Observatory Indian Institute of Astrophysics Kavalur, Alangayam, Tamil Nadu http://www.iiap.res.in/centers/vbo Contact person: Mr.Anbazhagan, Engineer-in-Charge, Tel: 04174-203015 | Technician - Electrical Driver Asst. Cook | 01 01 01 |
| 05 | Kodaikanal Observatory Indian Institute of Astrophysics Kodaikanal 624 103, Tamil Nadu http://www.iiap.res.in/centers/kodai Contact person: Mr. R. Selvendran, Officer-in-Charge, Tel: 04542 240218 | Cook Data Entry Operator Driver Technician(Electrical) | 02 03 02 02 |

The Sealed Tenders are invited under **TWO-BID SYSTEM (Part-I: Technical Bid & Part-II: Financial Bid)**

The envelope containing **Part-I** should be superscribed as “**Tender for Allied Services – Technical Bid**” should contain the DDs towards EMD of Rs. 50,000/- & Tender Fee of Rs.500/- along with statement showing compliance with the criteria/ detailed technical specifications as per ‘**Annexure-A**’.

The envelope containing of **Part-II** should be superscribed as “**Tender for Allied Services – Financial Bid**” should contain only the **service charges** as per ‘**Annexure B**’ .

The envelopes of both the Technical Bid as well as Financial Bid should be individually sealed and then be placed in a third envelope, sealed and superscribed as “**Tender for Allied Services**” **along with the Tender Number**. The tender addressed to the following shall be received by this Institute upto 15.00 hrs on **8th September, 2014**:

**The Administrative Officer
Indian Institute of Astrophysics,
2nd Block, Koramangala,
BANGALORE – 560 034**

The tender document may be downloaded from the IIA Website **www.iiap.res.in**.

Tender may be submitted for any single location or for all the locations. Bids received beyond last date will be rejected.

Technical Bids will be opened on **8th September, 2014 at 15.30 hrs.** in the Meeting Room No.120 (Ground Floor) of the Institute in the presence of the Tenderers or their authorized representative(s) who are present at the scheduled time.

Financial Bids will be opened after the evaluation of Technical Bids. The Financial Bids of only those tenderers shall be opened who are found technically qualified to carry out the work, for which prior intimation will be given indicating the date, time and venue of Financial Bids opening.

Unqualified Tenderers Financial Bids will be returned unopened along with EMD within 30 days after the award of contract.

The tenure of the contract will be initially for a period of **one year**, and further extendable up to next two years with mutual consent subject to satisfactory performance of the agencies on yearly basis.

The Tenderer(s) are requested to read the Tender document carefully and ensure compliance with all the instructions therein. Non-compliance of the instructions contained in this document may disqualify the Tenderer from the tendering exercise. The tender document duly signed and stamped on each page shall be returned in original to confirm the acceptance of the entire Terms & Conditions of Tender. Conditional offers or offers with deviations from the conditions of Notice Inviting Tender, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount / format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.

The award of the contract shall be subject to the recommendation of the committee consisting of IIA staff members who shall inspect / visit the site / location of the successful Tenderer to physically verify the establishment of the firm and information / records furnished along with the tender document.

The Institute reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever.

PART-I (Technical Bid):

Technical Bid should contain the information regarding constitutional documents such as Memorandum and Articles of Association or Registration of the Firm etc., Registration with EPFO, ESIC, Service Tax, and other as per the Contract Labour (Regulation & Abolition) Act, 1970.

Business Turnover experience in the sector, and other details of the company / firm should also be provided. Self attested copies of all the above documents should be enclosed with the Technical Bid. The agency should abide by the rules laid down by any statutory authority relevant to the deployment of manpower for allied services from time to time.

PART-II (Financial Bid):

“ **Financial Bid**” should contain only the service charges as per ‘Annexure B The Financial Bid should be clearly filled or typed and signed in ink legibly.

The Tender submitted by the tenderer shall remain valid for acceptance for a period of three months from of last date of submission of the tender.

The Institute shall fix the wages for the workers of different categories, taking into account the Minimum Wages Act, 1948.

SCOPE OF WORK

1. Eligibility Criteria:

- a) Only registered Agencies with the Labour Department of concerned State Govt. / Central Govt. for supply of manpower for Allied Services shall be eligible to apply. Self attested registration copy must be enclosed with the Technical bid. A proof for supporting the legal validity of the Tenderer shall be submitted.
- b) The agencies should also be registered with EPFO, ESIC, Service Tax and others as per the Contract Labour (Regulation & Abolition) Act, 1970. Self attested copies must be enclosed with the Technical bid.
- c) Tenderer should have experience in the field of providing allied services for a minimum of five years from the date of registration for providing the manpower for allied Services to the State / Central Government / Semi Government Institutions / Autonomous Institutions / Large Private Organizations. Duly attested supporting documents must be enclosed with Technical Bid.
- d) A minimum of two contracts in Government / Semi-Government Institutions (other than IIA) must be on hand. Satisfactory work experience certificate from the above institutions must be enclosed with Technical Bid.

- e) The annual turnover of the Tenderer for each of the last three financial years shall not be less than Rs.3 crores (Rupees three crores only). Turnover includes the salary paid to the workers (allied staff) and service charges of the firm. Audited financial statements duly certified by Chartered Accountant (CA) for the past three years shall be enclosed with the Technical Bid in support thereof along with copies of Income Tax Return.
- f) The Tenderer must have not been debarred and / or blacklisted by any Central or State Government Department and / or the Tenderer should not have any litigation in any of the Labour Courts. An affidavit to that effect in Non-Judicial Stamp paper of Rs.10/- duly notarized shall be enclosed with The Technical Bid. The proforma of the affidavit is attached with the Tender as Annexure “C”.
- g) The tender should accompany the EMD of Rs.50,000/- (Rupees Fifty Thousand only) and Tender fee of Rs.500/- (Rupees Five hundred only) in the form of demand draft / pay order drawn separately in favour of “Indian Institute of Astrophysics”, payable at Bangalore. Any bid without EMD and Tender Fee is liable to be rejected.
- h) The bid of any Tenderer(s) who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required / or mentioned in the Tender document is liable to be summarily rejected.

2. Local Conditions:

- a) It shall be the responsibility of each Tenderer to fully inform / acquaint / familiarize itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All Tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.
- b) The Tenderer(s) can conduct a demographic study to identify the local utility areas (markets / locality / residential area, communication and transport conditions and others requirement to be involved and other feature) which will enable the Tenderer to consider all the factors during estimation for performance of services as indicated in the Tender.
- c) The Institute shall presume that the Tenderer(s) has understood and agreed that all the relevant factors have been kept in view while submitting the bids. No financial adjustment arising thereof shall be permitted by the Institute, on the basis of any non-clarity of information about local conditions being pleaded by the Tenderer. Further, no claim for financial adjustment being made by the contract awarded on these Tender documents will be entertained by the Institute.

3. Tender Preparation Cost:

The Tenderer shall solely bear all the costs associated with the preparation and submission of the bids, including the site visit etc. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process.

4. Commencement of Contract:

The selected Tenderer (hereinafter also referred to as the Contractor) shall commence the work as notified in the work order.

5. Performance Security:

- a) The Contractor shall be required to furnish a Performance Security on or before the date of commencement of the contract. Performance Security should be an amount equal to one month wages (gross) in the form of Fixed Deposit Receipt in the name of the “ Indian Institute of Astrophysics” from any nationalized bank. The Performance Security shall be kept with the Institute and shall be released after the successful completion of the contract and fulfilling all contractual obligations.
- b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor.
- c) In case the period of contract is extended further by the Institute with consent of the Contractor, the validity of Performance Security shall also be extended by the Contractor accordingly, so that such Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Contractor for the extended period.
- d) Failure of the Contractor to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of Performance Security.

6. Termination of the Contract:

The Institute reserves the absolute right to terminate the contract forthwith, if it is found that continuation of the contract is not in public interest such as :

- a) The Contractor fails to provide the services as envisaged herein within the period(s) specified in the Contract or any extension thereof as may be granted by the Institute.
- b) The Contractor fails to perform any of the obligation(s) under the Contract.
- c) If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit / Performance Security issued to the Institute shall be forfeited without any claim whatsoever on the Institute and the Contractor is liable for action as appropriate under the extant laws.
- d) The Contractor is not eligible for any compensation or claim in the event of such cancellation.

7. Contractor's Obligations:

- a) The Contractor shall be responsible for providing manpower as mentioned in the tender document.
- b) It will be responsibility of Contractor to provide vehicle for transportation of the manpower deployed at various sites as identified by the Institute at his/her own expense.
- c) The Contractor shall deploy required number of trained and experienced manpower to provide the said services and immediately communicate their names, residential address, age, police

verification and medical fitness certificate etc. within 10 days from the date of their deployment. The workers should ordinarily be within the age group 25-45 years.

- d) The Contractor shall issue duly signed photo-identity cards to all the workers which they should wear while on duty.
- e) In case any of the workers deployed by the Contractor does not perform his duties properly or indulges in any unlawful, disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons after formally discussing the matter with the respective In-charge(s) with suitable replacement.
- f) The monthly wages for the workers should be deposited only in their respective Savings Bank account (SB A/c) in a nationalized bank, nearest to the place of work, on or before 7th of every month. If 7th happens to be a holiday, wages should be deposited the previous working day.
- g) The Contractor shall ensure that all the workers in a particular place of work open their SB A/c with the same bank/branch, The Contractor should ensure that all the workers provide the details of their SB A/c to the agency before the end of the first month of the contract.
- h) The Contractor shall provide printed salary slips to each worker containing the latter's designation, SB A/c number, details of the Basic + VDA component of the salary, total monthly contribution to the EPF and ESI along with the respective account numbers, total number of days in the month and number of days worked, extra duties, deduction of professional tax if applicable, over time allowance + and other allowances if applicable, gross salary, total deductions and net salary. The format for the salary slip shall be provided by the Institute.
- i) The Contractor shall submit the pre-receipted duly stamped printed bills in prescribed format for reimbursement of wages paid to the workers deployed under the contract in duplicate. Each Monthly bill must accompanied by:
 - i. Duly signed statement containing details of the salary deposited in the SB A/c of the workers, showing monthly wages paid to the workers with details of name, SB A/c number, EPF/ESI account number, gross salary, deductions and net salary deposited to the individual's saving accounts along with the monthly invoices. The respective In-charge(s) will verify the same in addition to the ECR documents, detailed statement, etc. related to the deposit of the EPF and ESI deductions.
 - ii. Copy of EPF contribution remittance challan along with ECR statement containing the names of the workers and their contributions tallying with the remittance challan. The confirmation slip issued by the EPF Office for having received the EPF contributions from the Contractor should also be submitted. In case the Contractor fails to submit the proof of challan / Statement, the bill will be withheld till submission of required document and the Institute will not be responsible for such delays.
 - iii. Copy of updated EPF e-pass book of each worker to be furnished on quarterly basis along with monthly bills of January / April / July / October. The agency should register the EPF account numbers of the workers with the EPF office before the end of the first month of the contract and ensure that provision for the workers themselves to download the e-pass books, if needed, is enabled.

- iv. Copy of ESI contribution remittance challan together with a statement containing the names of the workers and their contributions tallying with the remittance challan.
- j) The Contractor shall provide ESI card to the workers before the end of the first month of the contract.
- k) Once in six months, the Contractor shall provide one set of uniform to the workers.
- l) Bonus under the Bonus Act, 1965 will be paid to the Contractor for further payment to its employees.
- m) Annual bonus to the workers should be paid at the end of the 12th month from the commencement of the contract. The bonus should be deposited only in the SB A/c of the workers and the details of the same should be submitted along with the salary invoice of that month.
- n) The Contractor must submit the duly signed Form 3A (Revised) for each worker along with the salary bill for the month of April.
- o) Proof towards the remittance of the professional tax deducted (wherever applicable) from each worker should be submitted along with the monthly invoices.
- p) Within thirty days from the date of expiry of the contract, the outgoing Contractor must initiate action and submit the duly signed forms related to the EPF settlement claims of the workers. The proof towards the submission of the same to the EPF office should be presented for verification and recommendation by the respective In-charge(s) in order to claim the Fixed Deposit Receipt submitted to the Institute as performance security by the Contractor.
- q) For those workers who opt for the pension scheme, the outgoing Contractor must initiate action and submit the duly signed forms related to the transfer of the balance / EPF account to the next Contractor with whom the workers are employed, within 30 days from the date of expiry of the contract. The proof towards the submission of the same to the EPF office as well as the acceptance of the transfer by the next Contractor should be presented for verification and recommendation by the respective In-charge(s) in order to claim the Fixed Deposit Receipt submitted to the Institute as performance security.

8. Institute Obligations:

- a) Institute will reimburse the amount to the Contractor within ten working days from the date of the submission / verification of bill. The Institute on the receipt of the bill will check all the records and thereafter process the bill for payment. The Institute will not be responsible for the delay in payment, if documents mentioned in Clause 7 (i) are not furnished in full.
- b) The Institute will not charge any amount from the Contractor for water and electricity consumed during the execution of services.
- c) Income Tax and other statutory levies as applicable from time to time will be deducted at the source from the monthly bill of the Contractor. The Form 16A will be issued on quarterly basis.

- d) Service tax as payable on services charges shall be reimbursed by the Institute. Remittance challan should be attached to the monthly bill.

9. Terms & Conditions:

- a) The requirement of the workers assessed is only tentative and need based. The requirement may vary depending upon the actual requirement and the Agency should be in a position to supply the manpower as per the requirement of the Institute. The Institute will be under no obligation to hire any specific number of workers during the period of contract.
- b) The decision of the Institute regarding the suitability of the workers shall be final.
- c) Bonus should not be less than minimum fixed by the Central Government under Bonus Act.
- d) It is the responsibility of the Agency to comply with the statutory requirements like EPF, ESI, Bonus etc., throughout the tenure of contract. Any violation shall attract the cancellation of the contract and the legal action as per Laws.
- e) The Contractor shall abide by all laws and rules and regulations framed there under or any other statutory obligations which are in force from time to time in respect of the workers deployed. The Contractor shall indemnify the Institute from any claims in this regard.
- f) The workers deployed by the Contractor shall not be below the age of 18 years and should have a valid contract of employment with the Contractor.
- g) The workers at the time of duty shall wear proper uniform and keep identity card, and maintain decorum of good behavior at all times.
- h) The Contractor shall ensure that the workers deployed by them are disciplined and do not participate in any activity prejudicial to the interest of the Institute / Govt. of India/ any State or any Union Territory. If it is found that any of the worker participates in any prejudicial activity, he/she shall be removed immediately, no claim shall be maintainable against Institute against such removal.
- i) The Institute reserves the right to inspect, from time to time, duty, the uniforms worn by the workers as well as their fitness to perform duty up to the satisfaction of the Institute. If the workers are found to be absent from their duty place / or not wear the proper uniform at the time of duty, at the time of inspection, then penalty of Rs. 250/- per person per day shall be imposed.
- j) Institute will not provide any residential space for accommodation to Contractor. The Contractor has to make its own arrangement for the accommodation of the deployed staff.
- k) The workers deployed by the Contractor will be the employees of the Contractor and the Institute shall have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the Institute and the workers deployed by the Contractor shall have no right whatsoever to claim employment from the Institute.

- l) Any payment, required to be made by the Contractor to the workers in compliance with all the laws of the land, shall be the sole responsibility of Contractor. This would include specific responsibility with regard to the provision of the Minimum Wages Act and / or any other laws, rules and regulations which may be applicable in the instant case. The Institute will in no case be responsible for default, if any, in this regard.
- m) If any injury is caused to any worker by accident arising out of the in the course of his / her deployment, Contractor shall be responsible to pay compensation in accordance with the provision of Laws (as applicable). Institute shall not be subjected to own any responsibility under the provision of any such Act, Laws or Rules.
- n) The Contractor shall not appoint any sub-agency to carry out any obligations under the contract.
- o) The successful Tenderer shall have to execute an agreement with the Institute on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) and commence the work within the date specified in the award, failing which the Institute shall be at liberty to forfeit the earnest money deposit and proceed to appoint another agency as it may deem fit.
- p) The workers are entitled for three National Holidays (26th January, 15th August & 2nd October) and 1st May as paid holidays in year, irrespective of the day on which they occur.

10. Arbitration:

- a) In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, the Institute and the Contractor will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.
- b) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Bangalore. The decision of the Arbitrator shall be final and binding on both the parties.

11. Jurisdiction:

- a) The courts at Bangalore alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Bangalore court shall have jurisdiction in the matter.

12. Clarification:

- a) The prospective Tenderer requiring any clarification regarding the tender document may contact Personnel Division email id: personnel@iiap.res.in. The Personnel Division will respond in writing to any request for clarification, which is received not later than the 10 days before the last date of submission of Tender.

Administrative Officer, IIA

Annexure - A

Format for Technical Bid (on letter head of company / firm)

| Sl. No. | Descriptions | Information to be filled by the Tenderer (if required separate sheets may be enclosed) | |
|---------|--|---|-----------------------|
| 1. | Name and address of firm/agency with complete contact details | | |
| 2. | Type of organization (Whether proprietorship, partnership, private limited, limited company) | | |
| 3. | Name and Address of the directors proprietor/partners | | |
| 4. | Date of incorporation/ experience as a Labour contract agency | | |
| 5. | Details of registration | R. No. Copy enclosed : Y / N | |
| 6. | Total number of employees of the firm | List enclosed : Y / N | |
| 7. | Income tax return for the last three financial years (attach copies) | Copy enclosed : Y / N | |
| 8. | Total turnover of the agency during last three financial years (attach copies) | Copy enclosed : Y / N | |
| 9. | Details of registration with statutory authorities like EPFO and ESIC, etc.(attach copies) | PF Registration No. | Copy enclosed : Y / N |
| | | ESI Registration No. | Copy enclosed : Y / N |
| 10. | 1. Service tax number/Certificate | No. | Copy enclosed : Y / N |
| | 2. PAN number | No. | Copy enclosed : Y / N |
| 11. | Details of Tender Document Fee | DD No. Date: | |
| 12. | Details of Earnest Money Deposit | DD No. Date: | |
| 13. | Any other information | | |

List of Major Clients, including Govt. Organizations/Academic Institutions.

| Sl. No. | Name of Client with contact details | Category/Nature of Workers supplied | Period for which Supplied | No. of person supplied |
|---------|-------------------------------------|-------------------------------------|---------------------------|------------------------|
| 1) | | | | |
| 2) | | | | |
| 3) | | | | |
| 4) | | | | |
| 5) | | | | |

Copies of relevant documents are to be enclosed in support of above information.

Turnover during the last three years

| Sl. No. | Years | Turnover in Rupees (in words and figures) | Copy Enclosed / Not Enclosed |
|---------|---------|---|------------------------------|
| 1. | 2013-14 | | Y / N |
| 2. | 2012-13 | | Y / N |
| 3. | 2011-12 | | Y / N |

Enclose documentary evidence for above facts, duly verified by the Chartered Accountant (CA).
Self attested copies of relevant documents are to be enclosed in support of above information.

Undertaking

I hereby certify that all the information's furnished above are true to my knowledge. I have no objection to Institute verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the Scope of work, terms and conditions indicated in the tender document and hereby accept all the same completely.

Signature of the authorized signatory of the agency
Official seal/ stamp

Date:

Place:

Annexure - B
Format for Financial Bid (on letter head of company/firm)

Ref. No.

Date:

Financial Bid for providing Allied Services

Specify the location for which rate quoted_____

I / we have inspected the site and surrounding of the work as per the details given in the tender documents and assessed the scope of works thoroughly and have also gone through the tender documents and understood the terms and conditions stipulated therein before quoting the rates hereunder:

I / we shall charge the service charges% (in figures).....percentage (in words) on the monthly reimbursement bill as per para-12 of the part-11 of the tender document.

Signature of the Authorized Signatory of the Agency
Official Seal / Stamp

Annexure – C

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We _____ (Tenderer) hereby declare that the firm / agency namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labor courts.

Or

I / We _____ (Tenderer) hereby declare that the Firm / agency namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I/We are fully aware that the tender / contract will be rejected / cancelled by Director, IIA, Bangalore, and EMD / performance security shall be forfeited.

In addition to the above, Director, IIA, Bangalore, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:
(Public Notary / Executive Magistrate)

Name _____

Address _____

----- The End -----