

PUBLIC TENDER  
FOR  
PROVIDING MANPOWER FOR HOUSEKEEPING  
AND ALLIED SERVICES

Tender No. IIA/13/2016

Date of Issue: **21<sup>st</sup> September, 2016**

Date of closing: **20<sup>th</sup> October, 2016**



Indian Institute of Astrophysics  
An Autonomous Body under Department of Science & Technology – Government of India  
2<sup>nd</sup> Block, Koramangala, Sarjapur Road,  
Bangalore – 560 034  
Tel: 080 – 25530672-76

## TENDER DOCUMENT

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 field stations are located at Hosakote and Gauribidanur in Karnataka, Kavalur and Kodaikanal in Tamil Nadu and Hanle in Jammu & Kashmir.

The requirement of manpower for different locations of this Institute in Ladakh region of Jammu & Kashmir is as under:-

IAO, Leh	Semi-Skilled worker	-	1
	Unskilled worker	-	2
IAO, Hanle	Semi-skilled worker	-	2
	Unskilled worker	-	6
IAO, Merak	Skilled worker	-	2
	Semi-skilled worker	-	2
Total			----- - 15 -----

**The tenderer is required to quote only his service charges for providing manpower to the above locations in the format Annexure-A attached to this tender document. The Institute shall fix the wages for the workers of different categories, taking into account the Minimum Wages Act, 1948.**

**For site visit, please contact Mr. Dorje Angchuk, Engineer-in-Charge, Indian Astronomical Observatory, Indian Institute of Astrophysics, Fort Road, Sheynam, Post Box No.100, Leh-Ladakh (Jammu & Kashmir) (Contact No.01982-242195 & 09419178895).**

Tender completed in all respects may be submitted in a sealed cover super scribing “**TENDER FOR SUPPLY OF MANPOWER FOR IAO, LEH**” to the Senior Administrative Officer, Indian Institute of Astrophysics, 2<sup>nd</sup> Block, Koramangala, Sarjapur Road, Bangalore – 560 034 on or before **20<sup>th</sup> October, 2016**.

The tender document may be downloaded from the IIA website <http://www.iiap.res.in/tendersdisplay>  
Tender received beyond last date will be rejected.

### **Terms & conditions:**

- 1) 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
- 2) Only registered Agencies with the Labour Department of concerned State Govt. / Central Govt. for supply of manpower for Housekeeping & Allied Services shall be eligible to apply. The agencies should also be registered with EPFO, ESIC, Service Tax and others as per the Contract Labour (Regulation & Abolition) Act, 1970. Complete details are required to be provided in the format **Annexure-B** attached to this tender document.

- 3) 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.
- 4) The tender should accompany the EMD 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 is liable to be rejected.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor.
- 11) 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.
- 12) 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.
- 13) The Contractor shall be responsible for providing manpower as mentioned in the tender document.
- 14) 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.
- 15) 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.

- 16) The Contractor shall issue duly signed photo-identity cards to all the workers which they should wear while on duty.
- 17) 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.
- 18) The monthly wages for the workers should be paid to the workers, on or before 7<sup>th</sup> of every month. If 7<sup>th</sup> happens to be a holiday, wages should be paid the previous working day.
- 19) The Contractor shall provide printed salary slips to each worker containing the latter's designation, 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.
- 21) 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 be accompanied by:
  - (i) Duly signed statement containing details of the monthly wages paid to the workers with details of name, EPF/ESI account number, gross salary, deductions and net salary paid along with the monthly invoices.
  - (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.
- 22) The Contractor shall provide ESI card to the workers before the end of the first month of the contract.
- 23) Once in six months, the Contractor shall provide one set of uniform to the workers.
- 24) Annual bonus to the workers should be paid at the end of the 12<sup>th</sup> month from the commencement of the contract.

- 25) The Contractor must submit the duly signed Form 3A (Revised) for each worker along with the salary bill for the month of April.
- 26) Proof towards the remittance of the professional tax deducted (wherever applicable) from each worker should be submitted along with the monthly invoices.
- 27) 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.
- 28) 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.
- 29) 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 Sl.No.21 are not furnished in full.
- 30) The Institute will not charge any amount from the Contractor for water and electricity consumed during the execution of services.
- 31) 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.
- 32) Service tax as payable on services charges shall be reimbursed by the Institute. Remittance challan should be attached to the monthly bill.
- 33) 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.
- 34) The decision of the Institute regarding the suitability of the workers shall be final.
- 35) 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.
- 36) 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.
- 37) 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.

- 38) The workers at the time of duty shall wear proper uniform and keep identity card, and maintain decorum of good behavior at all times.
- 40) 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.
- 41) 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.
- 42) 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.
- 43) 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.
- 44) 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.
- 45) 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.
- 46) The Contractor shall not appoint any sub-agency to carry out any obligations under the contract.
- 47) 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.
- 48) The workers are entitled for three National Holidays (26<sup>th</sup> January, 15<sup>th</sup> August & 2<sup>nd</sup> October) and 1<sup>st</sup> May as paid holidays in year, irrespective of the day on which they occur.
- 49) 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.
- 50) 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 Leh. The decision of the Arbitrator shall be final and binding on both the parties.

51) The courts at Leh 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.

**Senior Administrative Officer, IIA**

**ANNEXURE-A**  
**(on letter head of company/firm)**

Ref. No.

Date:

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.

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



**Annexure – B**  
**(on letter head of company/firm)**

**Company Profile**

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	Details of registration	
4	Total number of employees of the firm	
5	Details of registration with Employees Provident Fund Organization	
6	Details of registration with Employees State Insurance Corporation	
7	Service Tax number	
8	PAN number	
9	Details of Earnest Money Deposit	DD No. Date:
10	Any other information	

Self attested copies of relevant documents are to be enclosed in support of above information.

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