

PUBLIC TENDER
FOR
PROVIDING MANPOWER FOR ALLIED SERVICES

Tender No: Allied Services - IIA/OS/01/2018

Date of Issue: 08/03/2018

Date of closing: 03/04/2018



Indian Institute of Astrophysics
An Autonomous Body under 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 field stations are located at Hosakote and Gauribidanur in Karnataka, Kavalur and Kodaikanal in Tamil Nadu and Hanle in Jammu & Kashmir.

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

S.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, Sr. Administrative Officer, Tel: 080-22541249	<u>Specially Skilled:</u> Project Engineer (Civil) Tech.Asst. (Optician) <u>Highly Skilled</u> Office Assistant Tech. Asst. (Electrical) Tech. Asst. (Machinist) Tech. Asst. (Fitter) Tech. Asst. (Plumber) Tech.Asst. (Optician) Tech.Asst. (Draftsman) Bus Driver <u>Skilled</u> Data Entry Operator Cook Driver Technician (Electrical) Technician (Carpenter) Technician (AC & Ref)	 02 01 02 03 01 01 01 04 01 01 01 04 03 01 01 01
02	Indian Institute of Astrophysics, CREST Campus, Shiddlaghatta Road, Hosakote, Bangalore – 562 114 http://www.iiap.res.in/centers/crest Contact person: Dr. D.K.Sahu, Scientist-in-Charge, Tel: 080-27904739	<u>Highly Skilled</u> Observational Assistant Tech. Asst. (Electrical) <u>Skilled</u> Technician (Electrical) Cook <u>Semi Skilled</u> Assistant Cook	 04 01 01 02 02
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	<u>Highly Skilled</u> Observational Asst. <u>Skilled</u> Technician (Fitter) 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.P.Anbazhagan, Engineer-in-Charge, Tel: 04174-203015	<u>Highly Skilled</u> Telescope Operator <u>Skilled</u> Driver Technician(Electrical) Technician (Workshop) Telescope Assistant	 02 01 02 03 03

		Trainee Electronics Semi Skilled Telescope Helper	01 07
05	Kodaikanal Observatory Indian Institute of Astrophysics Kodaikanal 624 103, Tamil Nadu http://www.iiap.res.in/centers/kodai Contact person: Dr. E.Ebenezer Chellasamy, Resident Scientist, Tel: 04542 240218	Highly Skilled Observational Assistant Technician (Electrical) Telescope Assistant Skilled Cook Data Entry Operator Driver	02 02 02 03 01 02
		Total	77

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 DD/Pay Order towards EMD of Rs. 75,000/- (Rupees Seventy Five thousand Only) & Tender Fee of Rs.1000/- (Rupees One Thousand Only) favouring “INDIAN INSTITUTE OF ASTROPHYSICS” payable at Bangalore 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** of the Contractor 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 **until 15.00 hrs on 03rd April, 2018**. The Validity of Tenders shall be 120 days from the date of opening of Technical Bids.

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

The tender document may be downloaded from the IIA website <http://www.iiap.res.in/tendersdisplay> Single Bid on Allied services shall be submitted for all the locations. Bids received beyond last date will be rejected.

Technical Bids will be opened **03rd April, 2018 at 15.30 hrs.** in the First Floor meeting Room 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 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 process. **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 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, GST 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 of the Contractor as per ‘ **Annexure B**’. The Financial Bid should be clearly filled or typed and signed in ink legibly.

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) Agencies must have ISO certification, and preferably quality management certification.
- c) The agencies should also be registered with EPFO, ESIC, GST and others as per the Contract Labour (Regulation & Abolition) Act, 1970. Self attested copies must be enclosed with the Technical bid.
- d) The Tenderer should have experience in the field of providing Allied services for a minimum of Eight years from the date of registration and should have carried out at least three contracts, each of minimum one year duration, of providing Allied services of similar nature as mentioned in this tender document to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies/ Multinational companies, in last three financial years. The copy of work order and experience certificates indicating date of award of contract, value of contract and date of completion of contract obtained from the Ministries/ Departments of Center or State/ PSUs/ Autonomous Bodies should be provided to support the claim of experience. The completed contract(s) for the purpose of this tender shall mean such contracts of providing Allied services of similar nature which has been completed as on 31st January, 2018 as per the terms and conditions of the contract claimed as experience. Duly attested supporting documents must be enclosed with Technical Bid.
- e) A minimum of Three contracts in different organization of Government/ PSU / Autonomous Institutions (other than IIA) must be on hand. Out of three contracts one must be in Bangalore and minimum one contract should be of value more than 100 lakhs per annum. Satisfactory work experience certificate from the above institutions must be enclosed with Technical Bid.
- f) The annual turnover of the Tenderer shall not be less than Rs.5 Crores (Rupees Five crores only) for each year during last 3 financial year. 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 (2014-15, 2015-16 & 2016-2017) shall be enclosed with the Technical Bid in support thereof along with copies of Income Tax Return.
- g) The Tenderer must not have been debarred and / or blacklisted and / or discontinued in service (due to service/performance related issues) 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.20/- duly notarized shall be enclosed with The Technical Bid. The proforma of the affidavit is attached with the Tender as Annexure "C".

- h) The tenderers are required to quote only service charges strictly in percentage of wages. Bids received to offer services with zero / complementary / unworkable / unreasonable service charges shall not be considered after opening the price bids. The bidders are advised to be careful while quoting rate of service charges. No discussions will be entertained on this ground.
- i) The tenderers should have registered office or the branch office located at Bangalore.
- j) Only Single Bid for all field stations including Bangalore will be accepted. No Separate bids shall be entertained for Bangalore & all field stations. Only Single service charges should be quoted for all the stations including Bangalore (Annexure-B).
- k) The tender should accompany the EMD of Rs.75,000/- (Rupees Seventy Five Thousand only) and Tender fee of Rs.1000/- (Rupees One Thousand 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. The earnest money deposit of the unsuccessful tenderers will be refunded within 30 days after award of work and acceptance of the contract by the successful tenderer. The EMD of successful tenderer will be refunded after acceptance of contract and furnishing the performance security deposit. EMD amount will not carry any interest.
- l) 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 Ninety 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 90 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. Refund of Performance Security:

The performance security is refundable after expiry of the agreement subject, to (a) any claims against the Contractor, (b) after the Contractor certifies and confirms by submitting proof wherever possible as desired by the Institute that the Contractor has paid bonus, PF/ESI and any other statutory dues along with Bank remittance challan in respective of all employees who had worked under this contractor. The Institute reserves the right to deduct from the performance security any amount for damages/deficiencies in service by the Contractor or to meet any statutory deficiencies. The performance security does not carry any interest. The Institute shall have the absolute right to deduct from the performance security and/or any amount payable to the Contractor, any damages as may be determined by the Institute, whose decision shall be final on account of any act or omission in the Contract, by the Contractor.

7. 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.

- 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.

8. Quality and scope of services:

The Contractor shall appoint trained Allied staff having a good conduct and maintain high standards, maintain adequate staff to ensure there is no hold up of any service for any reason whatsoever. The successful Contractor as soon as the agreement is signed shall submit list of their Allied staff deployed, the contractor shall ensure to be registered under Aadhar based biometric attendance in the institute. As and when there is a revision in the staff posted, a revised list shall be submitted.

9. Contractor's Obligations:

(i) Supply of Manpower :

- a) The Contractor shall be responsible for providing manpower as mentioned in the tender document.
- b) Allied manpower will have to be supplied as per the tender requirement by the Successful Bidder within seven (07) days of issue of Letter of Award from IIA. The Successful Bidder will be required to execute a Contract Agreement for Services as per terms & Conditions of this document before commencement of the contract.
- c) 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.
- d) The Contractor shall deploy required number of trained and experienced manpower to provide the said services and immediately communicate their names, residential address, age, Work experience Certificate and medical fitness certificate etc. within 10 days from the date of their deployment. The workers preferably be within the age group of 22 - 45 years.
- e) The Contractor shall issue duly signed photo-identity cards to all the workers which they should wear while on duty.
- f) 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.

(ii) Salary Payment:

- a) 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.
- b) The Contractor shall notify all his employees / workers the salary payment date and follow this date very strictly, whether the Institute has paid the Contractor's bill or not. The payment

of salary and all other benefits such as bonus and over time to the contract employees shall be disbursed in time as per agreement. The workers are entitled for salary payment for three National Holidays (26th January, 15th August & 2nd October) and 1st May as paid holidays in year, if any of the above mentioned four holidays occur on working days, then the employees are eligible for paid holiday.

- c) 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.
- d) The Contractor shall submit bills to the respective station in- charges after completion of every calendar month, who are authorized to verify the essential supporting documents attached and certify the bills. Normally payment will be released within 15 working days from the date of acceptance of bill. The bill should be complete and correct in all respects and all supporting documents should have been submitted along with the bill. If the bill is not submitted with proper supporting documents, IIA is not responsible for the delay in making payment to the contractor. The Contractor bill payment will be released only after furnishing the requisites as requested by the station In Charges. The contractor should disburse the salary to the contract employees on or before 7th of every month. If 7th happens to be a holiday, wages should be deposited the previous working day.
- e) The Contractor shall provide printed salary slips to each worker containing the latest 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.
- f) Calendar months which has 31days, 27days salary is to be paid, Calendar months which has 30days, 26 days salary is to be paid and in the month of February , 24/25 days salary is to be paid to the contract employees by the agency. The monthly wages will be based on number of days worked in the month.

(iii) Billing & Statutory Benefits :

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:

- a) 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.
- a) 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. However, the salary should be disbursed to the workers on or before 7th of every month.

- b) 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.
- c) Copy of ESI contribution remittance challan together with a statement containing the names of the workers and their contributions tallying with the remittance challan.
- d) Copy of ESI Half Yearly return Statement has to submitted along with monthly bills of October / April.
- e) Copy of GST amount remittance challan along with monthly return.
- f) Appropriate deductions are to be made towards Professional Tax and Income Tax from the salary wages paid and should be remitted to concerned authorities, If any.
- g) Proof towards the remittance of the professional tax deducted (wherever applicable) from each worker should be submitted along with the monthly invoices.
- h) For Existing deployed contract workers no new UAN/ESI number should be created. The Existing UAN should be used remitting the PF amount in employees EPF A/c. In case any of the contract worker has new & old UAN/EPF A/c number the agency should ensure it is merged immediately and remittance has to be done accordingly.

(iv) **Health Insurance :**

The contractor should ensure health insurance for the employees who are not covered under Employees State Insurance Scheme and the list of names & supporting documents has to be furnished to the institute.

(v) **Inspection of registers:**

- a) The principal employer/Institute will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The Institute will also have all rights to make recoveries from the compensation, if any that any statutory agency imposes upon the institute due to the Contractor's non-compliance with statutory obligations. All payments in respect of GST ,ESI, PF etc. shall be reimbursed by the Institute along with the monthly bills for the respective months only on submission of proof of payment as supporting documents and Schedule of Employees covered.
- b) Contractor should provide 3 sets of good quality uniforms to all the contract employees, each year irrespective of any the contract employee leaving the job due to his/her personal reasons.

Two sets should be issued during the award of contract and another set may be after six months.

(vi) Bonus :

The bonus shall be claimed by the contractor as and when these are paid by the Contractor to its employees and the same will be reimbursed by the Institute on submission of proof for having paid. The contractor shall ensure that he complies with all statutory provisions in respect of bonus and leave with wages/salary. The Contractor shall ensure that he pays the bonus amount in twelve equal installments every month complies with the provisions of the Payment of Bonus Act to all the deployed contract workers.

(vii) Submission of Forms:

- a) The Contractor must submit the duly signed Form 3A (Revised) for each worker along with the salary bill.
- b) The Contractor shall provide ESI card to the workers before the end of the first month of the contract.
- c) All deductions are affected from the salary / wages as per the provision of the payment of wages act.
- d) The following registers are required under provisions of various acts & to be maintained up to date in the prescribed format, kept available in the premises of the centre for inspection of any statutory authority, on demand for example, Register of Persons Employed, Muster Roll, Register of Wages, register of Deduction, Register of Fines, etc.
- e) The License under the provisions of Contract Labour (R&A) act have to be obtained / renewed and kept operative. The half- yearly /yearly returns are to be submitted in time, to the authority as per rules

(viii) Settlement to Employees:

- a) Within thirty days from the date of expiry of the contract, the Contractor must initiate action and submit the duly signed forms related to the EPF transfert 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.
- b) For those workers who opt for the pension scheme, the 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.

(ix) Experience :

The supervisors of Allied Staff appointed by the contractor should have relevant experience to understand and organize the working team for smooth functioning addressing to the local issues. They should be in the regular establishment of the service providers and working on monthly wage basis.

(x) Penalty :

The service provider will ensure that no person is deployed on double duty, The contractor shall immediately provide a alternate substitute of worker in the event of any person is absent on regular duty, leaving the job due to his/her personal reasons or not wearing the proper uniform at the time of duty, it shall be the responsibility of the contractor to ensure the deployed strength is always maintained on all the working days of the institute otherwise it will attract penalty @ Rs. 300 per day (per such case) on the service providing agency.

(xi) Appointment of Authority by the service provider:

- a) The Service provider will authorize one senior person of the organization who has authority to take the decision immediately for the complaint raised by section officer ,transport Section and the respective field station In charges who are authorized by IIA without any delay. The Agency should provide the contact details of the authorized person to IIA immediately after awarding the contract and also to the respective field station In- Charges.
- b) The Service provider will depute a field officer, who would be responsible for interaction with the station in-charge/authorized person to provide optimal services of the persons deployed by the service provider. Field officer of the service provider should make frequent visits to the respective station at least once in 15 days to address to the local issues if any and obtain an acknowledgement signature from the in-charge of his visits and submit the same along with his monthly wage bill. He also should monitor each worker deployed by him and ensure that the premises are always kept neat and clean. The Service Provider shall rotate the workers deployed on regular basis.
- c) The respective field station In-charges may report the issue in writing to the senior person, authorised by the agencies to resolve the issue. Specific issue raised on payment, services and statutory compliance have to be addressed by contractor in writing about the action, with in maximum of 24 hours

(xii) Maintenance of Attendance :

- a) The agency shall arrange to maintain the daily shift-wise attendance record of the personnel deployed by it showing their arrival and departure time. The Agency shall submit to IIA an attested photocopy of the attendance record and enclose the same with the monthly bill.
- b) The attendance of the persons shall be registered by Aadhar based Bio-metric system and the manual attendance register. The tenderer should Medical Fitness Certificate (MFC) as mandatory document for all the personnel deployed.

(xiii) Damages & Claims:

- a) The Service provider will be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The IIA and other stations will, in no way, be responsible for settlement of such issues whatsoever. IIA will not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- b) No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 45 days of payment of the final bill.

8. Institute Obligations:

- a) Institute will reimburse the amount to the Contractor within 15 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 Annexure – D 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) GST as payable on services charges shall be reimbursed by the Institute. Remittance challan should be attached to the monthly bill.
- e) The Principal Employer shall be entitled to impose penalties / liquidated damages for non-payment of wages or other statutory dues to contract labourers by the Contractor beyond the deadline mentioned in the contract.
- f) In the event there is any shortage or absenteeism of employees, the contractor shall be bound to provide a substitute for such period of shortage or absenteeism. Claiming salary of employees not appointed/absent is an offence and if noticed, the contractor shall refund the entire salary along with such penalties including a penal interest to IIA as per Government rules. If after receipt of payment, the Contractor has been unable to pay his workers/employees or pass on other benefits like ESI and PF as soon as this fact becomes known to him, the Contractor shall immediately refund all such amounts to IIA. No extra benefits will be paid to the substitute employees.

9 .GENERAL TERMS AND CONDITIONS & STATUTORY OBLIGATIONS:

- (a) The selected Contractor will strictly observe and follow all the statutory regulations/acts including the following as well as any new rules / changes/amendments as applicable, during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations. The Contractor shall also ensure compliance with all requirements of the Contract labour (Regulation and Abolition) Act, especially in respect of payments, registers to be maintained and notices to be put up by the Contractor.
- (b) The successful bidder shall indemnify / keep the institute indemnified against all such liabilities which are likely to arise out of the Contractor's failure to fulfill any statutory obligations.
- (c) 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 additional manpower requirement if any intimated by the institute time to time should be supplied within weeks time mandatorily. The Institute will be under no obligation to hire any specific number of workers during the period of contract.
- (d) The decision of the Institute regarding the suitability of the workers shall be final.
- (e) Bonus should not be less than minimum fixed by the Central Government under Bonus Act.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) The workers at the time of duty shall wear proper uniform and keep identity card, and maintain decorum of good behavior at all times.
- (j) 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.
- (k) 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.

- (l) 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.
- (m) 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.
- (n) 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.
- (o) The Contractor shall not appoint any sub-agency to carry out any obligations under the contract.
- (p) 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.
- a) The workers are entitled for three National Holidays (26th January, 15th August & 2nd October) and 1st May as paid holidays in year, as if any or all of the aforesaid days happen to be a working day.
- (q) The contract with the Institute will be initially for a period of one year and if the services are found to be satisfactory. The Institute reserves the right to extend the contract on the same terms and conditions. The decision of the Institute in this regard shall be final and binding upon the contractor.
- (r) if there is any act or omission by the Contractor or the Contract employees which jeopardizes the safety / security of the Institute including, but not limited to theft or pilferage of property of IIA, Fire, flooding, breakage or damage, Violence or physical attack on the Campus, Any act or incident which may prove detrimental to the interests of IIA, the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as deemed appropriate by the competent authority.
- (s) The Institute has a right to amend or modify any of the terms and conditions during the period of the contract.

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:

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:

The prospective Tenderer requiring any clarification regarding the tender document may contact Transport Division email id: transport@iiap.res.in. The Transport Division will respond in writing to any request for clarification, which is received not later than the 7 days before the last date of submission of Tender.

Senior 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. GST No/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		

(2/3)

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.	2016-17		Y / N
2.	2015-16		Y / N
3.	2014-15		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 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:

Sub: Financial Bid for providing Allied Services

Ref: Tender No. IIA/Outsourcing/Allied / 2017-18

Location: Bangalore, Hoskote, Gauribidanur, Kavalur and Kodaikanal

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 – 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 _____

Annexure – D

1) The contractor should be provided a check-list to submit the bills along the documents listed.

Check-list

- a) Copy of the attendance sheet duly certified by the In-charge officers.
- b) Copy of the wage register/salary statement.
- c) Statement showing the amount transferred to individual workers with their name, bank account no., name of the bank and amount transferred.
- d) EPF remittance challan
- e) ECR statement.
- f) EPF remittance confirmation slip.
- g) ESI remittance challan
- h) ECR statement.
- i) GST Return & remittance details

2) The bill should be submitted by the contractor directly to the concerned Station In-charges.

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