

PUBLIC TENDER
FOR
PROVIDING MANPOWER FOR HOUSEKEEPING & SECURITY
SERVICES FOR THE LOCATION LEH/ HANLE & MERAK AT
JAMMU & KASHMIR

Tender No: IIA/OS/ H & S /02/2018

Last date of receipt of Tender: 31st October, 2018 at 15.00 hrs



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 Register Labour contractor / service provider to supply manpower for housekeeping services & Security at the following centers of the Institute:

Sl.No	Location	Category	Requirement
01	Indian Astronomical Observatory, Indian Institute of Astrophysics, Skara, Post Box No.100, Leh-Ladakh (Jammu & Kashmir). Contact person: Mr. Dorje Angchuk, Engineer-in-Charge, Tel: 01982-242195 & 09419178895	IAO, Leh Semi-skilled worker Un-skilled worker IAO, Hanle Highly Skilled Skilled worker Semi-skilled worker Un-skilled worker IAO, Merak Skilled worker Semi-skilled worker	 01 03 01 02 02 09 06 02
02	Indian Astronomical Observatory, Indian Institute of Astrophysics, Skara, Post Box No.100, Leh-Ladakh (Jammu & Kashmir). Contact person: Mr. Dorje Angchuk, Engineer-in-Charge, Tel: 01982-242195 & 09419178895	IAO, Hanle Security Supervisor (With Arms) Security Guard (Without Arms)	 01 02

Total 29

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

The envelope containing **Part-I** should be superscribed as “**Tender for Housekeeping & Security Services – Technical Bid**” should contain the DD/Pay Order towards EMD of Rs. 50,000/- (Rupees Fifty 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 Housekeeping & security 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 Housekeeping & Security Services” along with the Tender Number**. Last date of receipt of Tender is **31st October, 2018 at 15.00 hrs** addressed to:- The Validity of Tenders shall be 120 days from the date of opening of Tenders.

**The 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>. Bids received after last date & time will be rejected.

Technical Bids will be opened on **31st October, 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) ,if any ,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 on yearly basis for two more years with mutual consent subject to satisfactory performance of the service provider 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 should be submitted along with tender 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 & Tender fee 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 /Authorised officials of IIA 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. The tenderer should clearly mention how they propose to register and provide ESI services in the hospitals near the area of work. Enclosed as Appendix -1 with marking.

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 housekeeping & Security 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.

1. Eligibility Criteria:

- a) Only registered Agencies with the Labour Department of concerned State Govt. / Central Govt. for supply of manpower for Housekeeping & Security Services shall be eligible to apply. Self attested valid registration copy must be enclosed with the Technical bid marked as Appendix – 2.
- b) The Tenderer should also be registered with EPFO, ESIC as per the Contract Labour (Regulation & Abolition) Act, 1970, GST and others. The Self attested valid registration copies of EPFO, ESIC, GST etc to be attached with the Technical bid marked as Appendix – 3.
- c) (i) The Tenderer should have experience in the field of providing Housekeeping & Security services for a minimum of five years from the date of registration. A proof of legal document as supporting of the experience claimed by the Tenderer showing above services on Registration certificate should be submitted. Marked as Appendix – 4.

(ii) Tenderer should have carried out at least three contracts with different employers other than Indian Institute of Astrophysics having each contract of minimum one year duration between 01/10/2013 to 30/09/2018 of providing Housekeeping & security services of similar nature as mentioned in this tender document to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies/ Multinational companies having each contract value of Rs.1.00 crore or more per annum. The work order/contract agreement mean such contracts of providing housekeeping & security services of similar nature which has been completed as on 30/09/2018 as per the terms and conditions of the contract claimed as experience. A Proof of Minimum three contract of different employer work order/ Agreement copies having all details on that to be submitted along with the Technical bid marked as Appendix – 5
- d) The annual turnover of the Tenderer shall not be less than Rs.5.00 Crores (Rupees five crores only) for each year during the last three financial years ending 31/03/2018. Audited financial statements consist of Audited Balance sheet, Trading Profit & Loss Account duly certified by

Chartered Accountant (CA) for the last three financial years (2015-16, 2016-17 & 2017-2018) should be enclosed with the Technical Bid in support thereof along with copies of Income Tax Return marked as Appendix – 6.

- e) 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 marked as Appendix – 7. The proforma of the affidavit is attached with the Tender as Annexure “C”
- f) (i) The tender should accompany the EMD of Rs.50,000/- (Rupees Fifty Thousand only) and Tender fee of Rs.1000/- (Rupees One Thousand only) in the form of demand draft / pay order only drawn separately in favour of “Indian Institute of Astrophysics”, payable at Bangalore from any Scheduled – A Bank.

(ii) Any Technical bid without EMD and Tender Fee is liable to be rejected. The earnest money deposit of the unsuccessful tenderers will be refunded within 90 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. If performance security is not submitted on above specified time then submitted EMD will be forfeited. Also in case of Bidder withdraws & fails to execute the awarded contract the EMD shall be forfeited.

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. The Tentative commencement of contract would be 01/01/2019.

5. Performance Security:

- a) The Contractor shall be required to furnish a Performance Security with 10 Days from the award of contract. Performance Security should be an amount equal to one month wages (gross) in the form of demand draft / pay order in the name of the “ Indian Institute of Astrophysics” payable at Bangalore from any nationalized bank or Scheduled – A Bank . The Performance Security shall be kept with the Institute and shall be released after the successful & satisfactory completion of the contract and fulfilling all contractual obligations. If performance security is not submitted on above specified time then submitted EMD will be forfeited.
- b) Failure of the Contractor to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the awarded of contract and forfeiture of 100% Performance Security & EMD.

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 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 100 % Security Deposit / Performance Security submitted with 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.
- e) If the successful contractor's performance is non-satisfactory during the course of contract or extended period then the Institute reserves the rights to terminate the contract by giving two month's notice. The Institute's decision in this regard will be final. In case of termination of the contract the 100% of the security deposit will be forfeited.

8. Quality and scope of services :

The successful Contractor shall appoint trained housekeeping & Security personnel 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 housekeeping & Security personnel deployed. 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 & Scope of Work :

- a) The Contractor shall be responsible for providing manpower as mentioned in the tender document.
- b) Housekeeping & Security 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/ Work order 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) The Armed Guards (Gunman) should have their weapons under valid Arms license. The IIA will not take the responsibility for the safe-custody of guns of the Gunman/Security supervisor.
- d) The Contractor shall deploy required number of trained and experienced Security manpower to provide the said services and immediately communicate their names, residential address, age, police verification certificate, Training Certificate including Fire safety operations 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.
- e) The deployed security personnel should be in position to use fire equipment at the time of emergency.
- f) 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.
- g) 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 preferably be within the age group of 22 - 45 years.

- h) The Contractor shall issue duly signed photo-identity cards to all the workers which they should wear while on duty.
- i) 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.
- j) The Contractor should obtain license from the concerned Regional Labour Commissioner (Central) for supplying the manpower and copy produced to the Institute.

(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/ Extra work to the contract employees shall be disbursed in time as per agreement. The workers are entitled for three National Holidays on 26th January, 15th August & 2nd October.
- 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 the pre-receipted duly stamped printed bills in prescribed format for reimbursement of wages paid to the housekeeping & Security personnel deployed under the contract in duplicate to Administrative Officer, IIA, Bangalore. Institute will reimburse the amount to the Contractor within twenty 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 first month payment will be made as bill submitted for the deployed workers and all the statutory payment will be treated as advance payment. In subsequent month's bill the EPF, ESI, PT & GST paid document of previous month payment made with full details should be provided else the non-remitted amount will be deducted from the subsequent month bill payment. The deducted amount will be released only after submitting the proof of documents of remittance to that effect within a month's time failing which it will be treated as non-satisfactory performance of the contractor and termination clause will be invoked. The Institute will not be responsible for the delay in payment, if documents mentioned in Annexure -D. 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) The In-charge of the field station shall certify the monthly attendance of deployed Housekeeping & Security personnel with details to Administrative Officer by 2nd day of the subsequent month.
- g) The monthly bill along with all the supporting documents to be submitted to IIA within 15th day of subsequent month
- h) The one day extra wages will be paid for the month of January, March, May, July, August, October & December in the calendar year.

(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 Institute will verify the same in addition to the ECR documents, detailed statement, etc. related to the deposit of the EPF and ESI deductions.
- b) 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.
- 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 GST amount remittance challan along with monthly return.
- e) 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.
- f) Proof towards the remittance of the professional tax deducted (wherever applicable) from each worker should be submitted along with the monthly invoices.
- g) For existing deployed contract workers no new UAN 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 workers has new & old UAN/ EPF A/c number (from the previous contractor) the agency should ensure it is merged immediately and remittance has to be done accordingly.

- h) 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.
- i) Copy of ESI Half Yearly return Statement has to submitted along with monthly bills of October / April

(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:

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.

(vi) Bonus :

Bonus under the Bonus Act, 1965, presently Rs. 7000/- per year should be paid to the deployed workers twice in a year in equal installments along with June & December payment. In case of fraction of service, pro-rata bonus payment to be made for the completed month service. The paid bonus should be reimbursed to the contractor after disbursement through bank transfer to each deployed worker. A separate bill for the same to be submitted with bank transfer credit statement of each employee.

(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 transfer 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 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 in order to claim the performance security.

(ix) 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.

(x) Appointing of Liaisoning Officer by the service provider :

The contractor should notify the Liaison Officer on or before the commence of contract with his/her name, designation, mobile number, email address who should be responsible in the position to take decision on the matters related to services / payments of the contract. The Officer In-charge of field stations of the Institute is authorized to interact through email etc. with the nominated liaison officer and resolve all issues of the contract execution. The contractor should maintain a grievance /suggestion register in the site. The Contractor should depute nominated Liaison Officer/Field Officer to sites once in every fifteen days and as and when the need arises and check the attendance of the workers & any other matter related to contract execution and discuss with the Officer In-charge of field stations of the Institute & should resolve the matter immediately. The site visit report of the Liaison / field officer duly acknowledged by the In-charges to be furnished along with monthly bill. All the queries raised by the Institute has to be addressed and written communication should be made within 24 hours by the contractor. Thereafter, non-resolved issues, if any, will be referred to the higher authority of the Institute.

(xi) 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 tenderer should produce Medical Fitness Certificate (MFC) as mandatory document for all the personnel deployed.

(xii) 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.

(Xiii) Special Condition:

- a) Valid Gun license has to be possessed for deployed gunman.
- b) The contractor has to submit valid training certificate for Gunman

10. Institute Obligations:

- a) Institute will reimburse the amount to the Contractor within 20 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 and on schedule time .
- 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.

- g) The attendance of the persons shall be registered by Aadhar based Bio-metric system. The tenderer should produce Medical Fitness Certificate (MFC) as mandatory document for all the personnel deployed.
- a) 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.

11. 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.
- q) The workers are entitled for three National Holidays (26th January, 15th August & 2nd October) holidays in year.
- r) The contract with the Institute will be initially for a period of one year, 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.
- s) 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.
- t) The Institute has a right to amend or modify any of the terms and conditions during the period of the contract.

- u) 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.
- v) 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.

12. 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.

13. 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.

14. 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.

15. Special Term & Condition:

On 26th January and 15th August, the Contractor shall ensure that the Security staff deployed are in proper uniform and the rehearsal of the parade has been done one day in advance and the Security Supervisor / Officer will ensure that the arrangement for the flag hoisting in the Institute.

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 As Appendix - 2	
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 As Appendix - 6	
8.	Total turnover of the agency during last three financial years (attach copies)	Copy enclosed : Y / N As Appendix - 6	
9.	Details of registration with statutory authorities like EPFO and ESIC, etc.(attach copies)	PF Registration No.	Copy enclosed : Y / N As Appendix - 3
		ESI Registration No.	Copy enclosed : Y / N As Appendix - 3
10.	1. GST number/Certificate	No.	Copy enclosed : Y / N As Appendix - 3
	2. PAN number	No.	Copy enclosed : Y / N As Appendix - 3
11.	Details of Tender Document Fee	DD No. Date:	
12.	Details of Earnest Money Deposit	DD No. Date:	
13.	Any other information		

List of Experience claimed as per eligibility criteria.

SI. No.	Name of Client with contact details	Category/Nature of service provided (Housekeeping & Security only)	Housekeeping & Security services provided		No. of persons deployed as per contract work order	Copy of Contract work order
			From	TO		
1)						Enclosed as Appendix - 5A
2)						Enclosed as Appendix – 5B
3)						Enclosed as Appendix – 5C
4)						Enclosed as Appendix – 5D
5)						Enclosed as Appendix – 5E

Copies of relevant documents are to be enclosed in support of above information marked as Appendix – 5,A,B,C,D,E,etc.

Turnover during the last three years

SI. No.	Years	Turnover in Rupees (in words and figures)	Copy of Audited Balance sheet with Profit & loss Account
1.	2017-18		Y / N – as Appendix -6A
2.	2016-17		Y / N – as Appendix -6B
3.	2015-16		Y / N – as Appendix -6C

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. Marked as Appendix – 6,A,B,C.

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 Housekeeping & Security Services for the location Leh / Hanle & Merak at Jammu & Kashmir.

Ref: Tender No. IIA/OS/ H & S /02/2018.

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 quote the service charges% (in figures)..... percentage
(in words) on the monthly reimbursement bill excluding GST but including Bonus .

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 submit bills along with the documents listed as follows.

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

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