



INDIAN INSTITUTE OF GEOMAGNETISM

**(An Autonomous Scientific Research Organization
under the Department of Science and Technology, Govt. of India)
Plot No.5, Sector 18, Near Kalamboli Highway, New Panvel, Navi Mumbai - 410218**

Website : www.iigm.res.in

Open Tender No. IIG/EM/MP/Gulmarg/2018-19/18 dated 07.03.2019

Open Tender for Providing Manpower Services at Magnetic Observatory Gulmarg.

Tender Estimated Value : Rs. 5.15 Lakhs approx per year (Inclusive of applicable taxes).

Price of Bid Document : NIL

For Tender Query : In-charge, EM Section, IIG : 022-2748 4113, 2748 4196

Email : iigem@iigs.iigm.res.in

OIC MO Gulmarg

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- Page No. 34-35 Annexure F1 -Financial Bid Format may be enclosed in separate envelope.

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Plot No.5, Sector 18, Near Kalamboli Highway, New Panvel, Navi Mumbai-410218

Tender No: IIG/EM/MP/Gulmarg/2018-19/18

Date : 07.03.2019

NOTICE INVITING TENDER

Subject: Tender notice for Providing Manpower Services.

Sealed tenders are invited in two bid system i.e. Technical and Financial bid, from reputed, experienced and financially sound Manpower firms/contractors/competent Agencies, registered with Appropriate Authorities of State or Central Government, for “Providing Manpower Services at MO Gulmarg 193 403, for a period of one year from the date of contract. The eligibility criteria and experience shall be as per the terms and conditions of the Tender document.

Schedule of Tender

Sr. No.	Description	Schedule
1.	Tender No	IIG/EM/MP/Gulmarg/2018-19/18
2.	Download of Tender Document	07.03.19 to 27.03.19 (14:30 hrs.), The tender document can be downloaded from the IIG website http://www.iigm.res.in or the E-Procurement portal http://eprocure.gov.in
3.	Last Date & Time of Submission of bids	27.03.19, 14:30 hrs To the Office of Magnetic Observatory, Gulmarg OR to the Office of Registrar, Indian Institute of Geomagnetism, New Panvel, Navi Mumbai-410 218
4.	Date & Time of opening of Technical Bid	05.04.19, 15:00 hrs Indian Institute of Geomagnetism, New Panvel, Navi Mumbai – 410 218
5.	Minimum Validity of tender offer	120 days from the date of Opening
6.	Estimated cost of tender	Rs. 5.15 Lakhs/- approx (Per annum) inclusive all taxes and levies.
7.	EMD to be deposited	Rs.10300/-
8.	Duration of contract	One Year from the date of award of contract.

The tender document is available on the Institute website www.iigm.res.in and www.eprocure.gov.in. The tender document will not be issued by post. Tenders send by FAX

will not be entertained.

Interested bidders must submit their bids as per the tender format only. Bidders are requested to follow the instructions carefully as per the tender document. Any corrigendum/addendum regarding this tender will be available on the above said website only.

The applicant has to deposit Earnest Money (EMD) of Rs. 10300/- (Rupees Ten Thousand Three Hundred Only) in the form of a Demand Draft/ Pay order from Scheduled / Nationalized Bank drawn in favor of Indian Institute of Geomagnetism payable at Panvel.

IIG reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Note: For tender document and other details, please contact Magnetic Observatory, Gulmarg or call- **02227484000 or 27484113 / 4196**. Queries can also be forwarded to email iigem@iigs.iigm.res.in

Sd/- Registrar
Indian Institute of Geomagnetism
Navi Mumbai-410 218

2) **Instructions to Bidders**

2.1. **Bid Document:** The Bid Documents includes:

- o Notice Inviting Tender
- o Instructions to Bidders
- o Terms and Conditions
- o Scope of work
- o Bid Forms
- o Bidders Profile & certificates
- o Check list for Bidders
- o Financial Bid Form
- o Agreement Format
- o Letter of Authorization

- a) Bidders are expected to examine all instructions, forms, terms and conditions in the Bid documents. Failure to furnish all information required as per the Bid documents or submission of bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.
- b) Responsive Bid is one that confirms to all the terms, conditions and specification of the Bidding Document, without material deviation or reservation. A material deviation or reservation is one:-
 - i) Which affects in any substantial way the scope, quality or performance of the Works;
 - ii) Which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
 - iii) Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids?
 - iv) The technical bids will be scrutinized on the basis of eligibility criteria.
 - v) If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of then on-conforming deviation or reservation.

2.2. **Submission and opening of bids:**

Tenders are invited in two bid system (technical and financial). The Bid should be submitted in two separate sealed envelopes super scribing "Technical Bids" and "Financial Bids". The two envelopes must be enclosed in another big envelope sealed and submitted on or before the tender due date. All the envelopes must be superscribed with the following details,

Tender for providing manpower services at MO Gulmarg”

Tender No. IIG/EM/MP/Gulmarg/2018-19/____ dated:

Name & Address of the Bidder

Date & time for Bid Opening

If the envelopes are not sealed and marked as above, Institute will assume no responsibility for the misplacement or premature opening of Bid.

The bids should be addressed to the following,

The Registrar
Indian Institute of Geomagnetism (IIG)
Plot No.5, Sector 18, Near Kalamboli Highway,
New Panvel, Navi Mumbai 400218.

OR

Officer In-charge
Magnetic Observatory Gulmarg
High Altitude Research Laboratory,
BARC Campus, Gulmarg – 193 403
Baramulla, Jammu & Kashmir, India

a) **Technical Bid (Envelope No. 1)** : Shall contain the Tender Document downloaded from the website duly signed with seal on each page and other documents viz., certificates, balance sheet, bank details, any other certificates as required for fulfilling the eligibility criteria of bidder etc., required to submit as mentioned in this tender document. It should be complete in all respects with relevant documents. On the top of the envelope must be superscribed "Technical Bid".

Price and commercial information should not be provided in the Technical Bid.

The Earnest Money Deposit (EMD) must be enclosed with the Technical Bid, failing which the bid shall not be entertained.

b) **Financial/price Bid (Envelope No. 2)** : Price Bid should be quoted as per the format provided in Annexure F1. The price bid must furnish complete rates/prices duly filled in (Schedule of rates) signed and stamped and should not contradict the technical offer in any manner. No cutting or over-writing in the price bid is allowed. The unit price and amount against each item with grand total at the end in figures and in words should be

stated on the Firm's Letter Head. On the top of the envelope must be superscribed "Financial/Price Bid".

- c) Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- d) The Technical bids received on or before due date will be opened by the duly constituted tender committee in presence of the bidders or their representatives who choose to attend. In the event of the specified date for bid opening being declared holiday, the Bid will be opened at the appointed time and location on the next working day.
- e) If any bid contains any deviation from the Bid Document, then the Bid will be rejected and bidder will be informed accordingly. Upon evaluation of technical bid as per the tender criteria the financial bids of only such bidders shall be fit to be opened who meet the technical requirement. All financial bids which are to be opened after technical evaluation shall be opened at later date for which all concerned bidders shall be notified in advance.
- f) The financial bid will be evaluated only for technically qualified bidders.
- g) Financial Bids of the technically qualified bidders shall be opened on the notified date and time.

2.3. Earnest Money Deposit (EMD):

- a. Earnest Money of Rs. 10300/- (Rupees Ten Thousand Three Hundred Only) shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of the Indian Institute of Geomagnetism payable at Panvel as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
- b. Tender without EMD shall be summarily rejected as being non responsive at the bid opening stage itself.
- c. EMD of the unsuccessful bidders will be returned to them without any interest, after completion of awarding of contract.

2.4. General Instructions:

- a) In respect of the matters pertaining to this contract, bidder shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by bidder himself or by his legal representative at PANVEL only.
- b) It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.
- c) Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders.
- d) It is implied that the bidder has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected problems or expenses shall NOT be considered excuses for difficulties in performing the contract. The rates quoted should take all factors into consideration.
- e) The bidder acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the bidder performing more or less work than that originally anticipated.
- f) The tender shall contain the name, address of residence and place of business of bidder and shall be signed by the bidder with his usual signature. Partnership firms shall furnish full names and addresses, in case the authorized representative signs it in that behalf shall accompany the tender, "Power of Attorney" duly attested by public notary must be submitted. In case of the partnership firm, Self Attested true copy of the partnership deed must be submitted along with the tender. Similarly in case of company the Self Attested copy of Memorandum of Article & Association.

2.5. Cost of Bidding:

Bidders shall bear all costs associated with the preparation and submission of the bid. IIG will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.6. Clarification of Bid Documents:

For any details please contact In-Charge EM Section on the above address or call- 02224784000 or 27484113 / 4196. Queries can be also forwarded to email iigem@iigs.iigm.res.in

2.7. Amendment of Bid Documents:

- a. At any time prior to the date of submission of Bids, IIG may, for any reason, whether on its own initiative or in response to any clarification received from a bidder, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on them.
- b. In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, IIG may, at its discretion, shall extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web site as and when it is made.

2.8. Period of validity of Bid:

The tender submitted by bidder will remain valid for acceptance for a period of 120 (One hundred and twenty) days from the date of opening of the tender.

2.9. Default

The EMD of the successful bidder will be forfeited and the acceptance of the tender will be re-considered or revoked or cancelled at the discretion of IIG which in case of default of any or all of the following:

- i) If the bidder withdraws his bid after the bids have been opened.
- ii) If the bidder fails to execute the Agreement or fails to remit the required security deposit within seven working days of being called upon to do so.
- iii) Furnishing of wrong/ambiguous information in the tender may lead to rejection of bid and further black listing of the bidder, if prima-facie it appears that the information in the tender was given with a malafide/fradulent intent.

2.10. Terms and conditions

The terms and conditions for prospective bidders are specified later in the document under "Terms and Conditions". These terms and conditions are binding on all the bidders and will be a part of the work order.

2.11. Clarification on Maintaining Required Standard:

- a) When deemed necessary, the MO Gulmarg may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted.
- b) If the employer is of the view that any rate quoted, on any part therefore, is too low for the bidder to be able to reasonably meet required standards of service, the employer may ask the bidder to justify how the services will be provided at the quoted price while maintaining required standards of service.

2.12. Conditions for tender submission:

- a) The bidder shall give a list of employees in the institute, who are related to him. The contractor shall not be permitted to tender for works in the Institute (responsible for award and execution of contracts) in which his near relative is posted as equivalent to Accounts Officer or Establishment officer and officer in the capacity of Technical officer I and above. He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any officer in the Institute. Any breach of this condition by the contractor would render him liable to be barred from tendering in this Institute.
- b) No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Institute of India is allowed to work as contract or for a period of one year after his retirement from the Institute Service, without the previous permission of the Institute of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Institute of India as aforesaid before submission of the tender or engagement in the contractor's service.

2.13. Late Bids

Tenders will not be received after the specified date and time of closing of the tender and the same shall be rejected. It is the sole responsibility of the bidder that he should ensure timely submission of tender.

2.14. Modification and withdrawal of Bids

The Bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is done prior to the deadline prescribed for submission of bid.

2.15. Language of Bids

The Bids prepared by the bidder and documents relating to the bids exchanged by the bidders and the Purchaser, shall be written in the English language.

2.16. Bid Evaluation

A duly constituted Technical Evaluation Committee will shortlist Technical Bids on the basis of the prescribed technical parameters i.e. Eligibility of Bidders and other parameters mentioned in the tender document. The names of only technically shortlisted vendors will be informed whose bids will qualify for opening the Financial Bids.

The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently after due notice.

The work will be awarded to such bidder whose bid is found to be responsive and who possess requisite experience and has offered over all lowest rates in the bid form. In case if it is found that the rates offered are ambiguous, arbitrary the same are liable to be rejected.

2.17. Rejection of Bids

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders :

- a) If the requisite Earnest Money Deposit is not enclosed.
- b) If the tender is not duly signed, or not found proper or complete to the satisfaction of IIG in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the bidder(s).
- c) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- d) If the bidder seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- e) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- f) If prices are not filled properly in the prescribed format of Financial Bid.
- g) Without assigning any reason thereof.

2.18. Contacting IIG

No bidder shall try to influence the IIG authorities on any matter relating to his bid from the time of bid opening till the time of award of contract. Any effort by any bidder to modify his bid or influence the bid process shall result in rejection of his bid without any notice. The decision of IIG will be final in this regard.

2.19. Right to reject Bids

Tender will be accepted and contract will be finalized only with the bidder, who in the opinion of IIG shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.

IIG reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. IIG does not bind to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and it can also reduce or extend the period of contract without assigning any reason.

2.20. Signing of Contract Agreement

The successful Bidder shall be required to execute an Agreement within 30 days (Thirty) working days of being called upon on a non-judicial stamp paper of Rs. 100/- (One hundred only) at his own cost and in the format at Annexure I to the effect that the bidder and IIG are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

Submission of the Tender document duly signed on all pages shall bind the bidder to all the terms and conditions of this Tender document and as well as the Agreement to be signed by him. A copy of the complete set of this Tender document shall also become enclosure to the agreement as an annexure.

The IIG reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of IIG under this clause shall not construe the breach of contract.

After the selection of a bidder by the competent authority, the successful bidder will be formally notified of the award by order prior to expiration of validity period. The letter called "Award of Contract" (AOC) will state the contract price that the Tender Inviting Authority (TIA) will have to pay to the bidder towards the execution/completion of the tender, subject to furnishing a performance security within the stipulated date.

2.21. Annulment of Award

Failure of the successful bidder to comply with the tender requirement shall constitute sufficient ground for the annulment of the contract and the forfeiture of the Bid Security in which event the IIG may award the contract to any other bidder at its discretion or call for new Tender.

2.22. Duration/Period of Contract:

Normally contract will be for period of 1 (one) year. However, extension will be considered at the same rates keeping in view of satisfactory performance of the firm and on mutual agreement.

2.23. Price Escalation

IIG shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase.

However during the period of contract, as and when the minimum wages are revised the rates payable for each category of manpower shall be revised to the new minimum wages. These revisions are applicable only in case when the approved rates are lower than the new revised minimum wages fixed from time to time by the authorities.

This revised rates shall be applicable only from the month, the contractor submits the revised minimum wages letter from the authorities.

2.24. Format for Technical Bid

The technical bid should be submitted as follows,

1. Details of Bidder.
2. Technical information as per formats provided in Annexure T1 – T5
3. Bidders should provide copies of all the supporting documents asked in Eligibility Criteria (3.1: point nos. 1 to 9) of this tender document.
4. EMD of Rs. 10300/- in the form of Demand Draft

2.25. Format for Financial bid:

- a) Rates should be quoted clearly in the financial bid as per the format provided in **Annexure F1.**

b) Filling-up of Financial Bid

- i. Bid Price shall be quoted excluding applicable statutory taxes, duties, and levies etc. which are to be borne by the Institute. However at the time of claiming taxes, duties, levies etc. applicable should be specifically indicated in the bills. These taxes/charges will be reimbursed to the contractor on production of satisfactory proof/evidence/challans and its verification that these charges or taxes have been genuinely paid by the contractor.
- ii. Unless otherwise called for, any tender containing percentage below /above the estimated cost put to tender is liable to be rejected. All rates shall be quoted on the tender form by the bidders in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. The amount for each item should be worked out and requisite totals given.
- iii. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
- iv. If a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of an item is not worked out by the bidder, or it does not correspond with the rate written either in figures or in words, then the rates quoted by the bidder in words shall be taken as correct.
- v. Where the rate quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rate quoted by the bidder will, unless otherwise proved, be taken as correct and not the amount.
- vi. In event no rate has been quoted for any item(s),leaving space both in figure(s),word(s),and amount blank, it will be presumed that the contract or has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

c) Action in case of unrealistic rates:

- i) In the case of any tender where unit rate of any item(s) appear unrealistic, such tender will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

3) TERMS AND CONDITIONS

3.1) Eligibility Criteria

1. The bidder may be a proprietary/partnership firm/agency/company and should possess a valid license under appropriate act.

2. The firm should possess minimum 5 years experience of providing / execution of work for ‘providing manpower services with any Central, State, public undertakings, Autonomous Institutes /Private institutes of repute having campus area of about 2 acres approximately.

3. The bidder should have successfully completed similar works during last 5 years ending 31st Dec, 2018 should be either of the following:-

Three similar works each of value not less than 40% of the estimated cost put to Tender

Or

Two similar works each of value not less than 60% of the estimated cost put to Tender

Or

One similar work of value not less than 80% of the estimated cost, put to tender.

Note: Similar works means manpower deployment for the work of “providing manpower services” or execution of the same on item rate basis / plinth area basis as indicated in scope of work of this tender document.

4. All pages of the tender form and questionnaire must be signed and sealed by bidders.

5. The firm should have an average financial turnover of minimum 5.15 Lakhs during last 3 years. A turnover certificate and profit and loss statement (last 3 years) in this regard duly certified by Chartered Accountant may be attached.

6. There should be no case pending with the police against the proprietor/firm/partner or the company/agency.

7. Bidders have to submit details along with documentary evidences for the following with the technical bid:

- a. Registration under Shops and Establishment Act.
- b. Self Attested copy of Partnership Deed or affidavit in original regarding sole proprietorship in case of proprietorship firm/ Memorandum of Association / Articles as applicable.
- c. Bidder must be a firm/ agency/ company that should be registered at least five years back with appropriate authorities and attested copy of registration may be attached.
- d. Bidder must have GST registration certificate issued by competent authority.
- e. Bidder must have EPF and ESI registration with competent authority.
- f. Bidder must have PAN/TAN/GIR card.
- g. Registration with Govt. Labour Dept. under Contract Labour (Regulation and Abolition) Act as may be applicable
- h. Registration with Income Tax Dept. for allotment of permanent Income Tax code number.
- i. Registration/exemption certificate/Notification under Jammu & Kashmir Manpower.
- j. Regulation of Employment and Welfare Act, 1981 for providing manpower services.
- k. Solvency certificate of Rupees not less than Two lakhs and not older than one year.
- l. All acts applicable to Jammu & Kashmir should be complied.

8. Firm should enclose the income tax return of the last three years with the technical bid.

9. The agency or any of its partners/directors etc should not have been black listed/ debarred by any Central/State Government organizations or Institutes or PSUs or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc by any court or any authority appointed to enforce any labour laws or regulations including by PF/ESI authorities or in violation of the Private Security Agencies(Regulation) Act, 2005. Further no past contract of such agency should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract.

10. The Agency should inform, if they have been blacklisted by any Central Government Department /Ministries/PSU's/Banks, etc. at any stage after the award of work order, which may result in termination of contract in 90 days.

3.2) General terms and condition

1. Canvassing in connection with the tender in any form is strictly prohibited. Tenders submitted by party who resort to canvassing will be liable for rejection.
2. The bidders are requested to submit the bids to the Tender Inviting Authority (TIA) well before the bid submission end date & time. The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids by the bidders at the eleventh hour.
3. In case of any unscheduled holiday falling on the prescribed closing or opening day of the Tender, the next working day will be treated as scheduled for opening or closing day of the Tender as the case may be.
4. If the bidders give wrong information deliberately to create conditions for acceptance of the Tender, IIG reserves the right to reject such Tenders without assigning any reason.
5. Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium submit more than one bid, the bids are liable to be rejected.
6. The workmen and other persons to be engaged by the contractor for providing manpower services will be the employees of the contractor. This shall not create nor shall it be deemed to create any employer-employee relationship between IIG and such workmen and the persons engaged by the contractor. The workmen, guards shall not claim any right for employment in IIG. This fact should be made known to them in clear terms.
7. Quality of work : IIG shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the IIG and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. IIG has the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion do not produce work or performance

meeting the requirement of the Contract Documents.

8. Guarantee: In addition to any and all other guarantee and warranty mentioned in the contract documents the Contractor guarantees that the entire work will be done in a satisfactory manner.
9. Insurance :Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution. The Contractor shall also take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified the IIG from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to the same. The Contractor shall have to furnish originals and/or attested copies of the policies of insurance taken within seven days of being called upon to do so together with all premium receipts and other papers related thereto.
10. Sub-contracts: The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.
11. IIG reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to IIG in terms hereof and for the due fulfillment of the contracted works.
12. Inferior quality of work: For inferior quality or incorrect execution of work, IIG will be empowered to deduct from bills 5% amount of Work Order in addition to excess payment made to rectify/reconstruct or replace any defective work. No payment will be made for such execution.
13. The person deployed shall be required to report for work on scheduled time & place to the designated controlling officer. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
14. If the work is not performed by any or all the manpower on any day in a month deduction shall be made proportionately (per day basis) from the bills of the contractor and a penalty @ Rs 300/- per working day for each manpower shall be imposed.

15. The accountability and responsibility for maintaining secrecy of the data will be with the contractor.
16. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
17. IIG does not bind itself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. IIG can also reduce or extend the period of contract without assigning any reason.
18. IIG will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful bidder withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, IIG reserve the right's to forfeit Earnest Money /Security Deposit.
19. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) and GST will be reimbursed as per actual along with the monthly bill on producing the original receipts.
20. The manpower engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on IIG. The contractor will intimate to the local police station regarding identity and permanent address of the persons employed. A copy of the acknowledgement received from local police station should be submitted to this office.
21. Services shall be normally for eight duty hours/as per labour law for six days in a week with compensatory week off day. The duties may be rotational (24X7 days pattern) as per requirement of the office.
22. The contractor shall ensure that any details of office, operational process, technical know- how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and utmost secrecy and confidentiality must be maintained.
23. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it

(Agency) in this office and this office will have no liabilities in this regard.

24. For all intents and purposes, the contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower Operator so employed and deployed in this office. The manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against IIG.

25. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.

26. The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the contract period or after expiry of the contract.

27. Labour Welfare Measures And Workman Compensation

The contractor shall obtain a valid labour license as per requirement under the contract labour(R & A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

28. Contractors labour regulations: Working hours All contractual staff will work for 8 hours in a day and 6 days in a week and they are allowed to take ½ hour for rest of interval/lunch. They will avail national holidays on (26th January, 15th August, 02nd October Gandhi Jayanti) and 01st May as Labour Day.

29. LABOUR RECORDS

The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour(R & A) Central Rules 1971 and same shall be submitted along with monthly bills to be submitted by contractor.

The contractor shall maintain a muster roll register in respect of all workmen employed by him on the work under contract in form XVI of the CL(R & A) Rules.

The contractor shall maintain a Wage Register in respect of all work men employed by him on the work under contract in form XVII of the CL (R & a) Rules

1971.

The manpower deployed by the contractor for providing the services to do specific work will have no claim whatsoever for absorption in IIG.

The contractor shall maintain a Register of Fines in the form XII of the CL(R & A) rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.

The contractor shall maintain a Register of deductions for damage or loss in from XX of the CL(R & A) Rules 1971.

The contractor shall maintain a register of Overtime in from XXIII of the CL(R & A) rules 1971.

30. Compliance with Laws and Regulations

- a) During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules., regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or IIG, municipal boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By- laws, Rules, Regulations, orders and /or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.
- b) The Manpower Agency shall ensure and is required to comply with the provisions of the Contract Labour (Regulation and Abolition) Act 1970 which includes maintenance of Attendance Register, maintenance of Payment Register, etc. The Manpower Agency has to deposit the wages and bonus of his employees in any Nationalized Bank in the account of the employees, as per Act and to comply with the provisions of ESI/PF, etc. He is required to produce copies of all challans/documents of having deposited the amount, every month along with his monthly bill with complete details of name of the employee, his PF, ESIC no. employee and employer's contribution.
- c) The Manpower Agency shall be responsible for the payments to employees employed for the performance or carrying out the said work and that IIG, Navi Mumbai, shall in no event be liable and he shall keep IIG, Navi Mumbai, indemnified against the same and from all proceedings in respect thereof.
- d) The Manpower Agency shall be responsible and shall pay all compensation to its employees payable under the provisions of the Workmen's Compensation Act and amendments thereto. He shall be responsible for and pay the expenses for providing medical treatment to its employees who may suffer any bodily injury during the

course of their service as a result of any accident or otherwise while in the premises. The manpower deployed shall be deemed to be Contractor's employees for the purpose of the Shops & Establishments Act (Jammu & Kashmir State), Payment of Wages Act, Minimum Wages Act and all other Labour Laws, Rules and Regulations there under. IIG, Navi Mumbai, reserves the right to check the actual payment of the wages register maintained by him and also the connected documents in respect of the above.

- e) The Manpower Agency shall duly introduce the Contributory insurance Scheme for its employees under him, if so required by law as envisaged by the provisions of the Employees' State Insurance Act, 1948.
- f) The Manpower Agency shall duly introduce the provident fund scheme for its employees if so required by law as envisaged under the provisions of Employees' Provident Fund. As the Manpower Agency should see that the recoveries of Provident Fund in respect of his employees are made regularly from the wages of his employees as per the terms of the Provident Fund Act / Scheme, and the same is deposited regularly with the concerned authority.
- g) The Manpower Agency shall observe and implement all the laws of the land and the rules framed there under such as Workmen's Compensation Act, Industrial Disputes Act, Minimum Wages Act, Factories Act Payment of the Bonus Act and Central Labour Act. And that IIG, Navi Mumbai, shall in no event be liable or responsible for any default that will arise out of non observance of such laws/rules on his part and that he shall indemnify and keep indemnified IIG, Navi Mumbai, against any damage and/or injury caused to the premises, or to the properties.
- h) Any acquiescence or waiver by IIG, Navi Mumbai, of any delay, breach or default committed by him shall not be deemed to be or considered as estoppels against IIG, Navi Mumbai, or prevent HQ, Navi Mumbai, from exercising any of its rights under any of the provisions mentioned in this documents.

3.3) Payment of Wages

- a) The Contractor shall fix wage periods in respect of which wages shall be payable.
- b) No wage period shall exceed one month.
- c) Manpower Agency will maintain a Muster Roll to record the presence on duty of staff of the duty. Payment of the bills will be as per the Muster Roll, which should be countersigned every day by the OIC MO Gulmarg.
- d) Each claim bill of the contractor must accompany details of labourers/employees engaged, duration of their engagement/wage register /amount of wages paid/amount of EPF/ESI contributions and declaration from the contractor regarding compliance of the condition of EPF Act 1952.
- e) The contractor shall be responsible for providing all statutory benefits to the

personnel employed by him including off day(s) after 6 days & national holidays, PF, ESI etc. & the documentary proof of the same has to be attached with each month's bill.

f) The contractor shall liable to make disbursement of payment among the manpower as per the approved final rates of this contract and has to submit the documentary proof of said disbursement of previous month along with the bill of next month.

g) The contractor shall deposit the wages of its manpower personnel in their account in any nationalized bank latest by 7th of following month.

h) The contractor shall raise bills on 5th day of each month for the services rendered in the previous month duly certified by the OIC MO Gulmarg. He should attach ESIC, EPF Challan, and previous month's bank statement with the bill every month.

3.4) Cancellation/Termination of Contract or part thereof

- a) IIG, Navi Mumbai shall be at liberty at its entire discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/or rules framed subsequently, is committed by him and/or by his employees, employed by it.
- b) Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of any partner of the Manpower Agency.
- c) Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.
- d) If any attachment is levied and continues to be levied for a period of seven days upon Manpower Agency effects or any individual/ partner for the time being of its firm or any member of its co-operative society.
- e) If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.
- f) If Manpower Agency shall either by itself or by its employee commit or suffer to be committed any act which, in the opinion of the Director, IIG, whose decision in that behalf shall be final, is prejudicial to the interest or good name of the Institute.
- g) If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such event, either party must give one month's notice for termination of the service if they choose to discontinue.
- h) Violation of the provisions of Contract Labour (R & A) Act 1970, and other acts, rules schemes, statutes or notifications issued by the appropriate Government from time to time, as applicable.
- i) On termination/expiry of the contract, the, Manpower Agency will immediately remove all its personnel from the premises of the IIG.

- j) Contract can be terminated by IIG without assigning any reason thereof by giving minimum three months notice.
- k) The Contractor stops work for 03 days when no stoppage of work is shown on schedule and the stoppage has not been authorized by the Employer.
- l) The Employer or his nominee gives Notice that failure to correct a particular defect/unsatisfied services is a fundamental breach of Contract and the Contractor fails to correct it within a period of time determined by the Employer.
- m) The Contractor does not maintain a security which is required.
- n) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be imposed/or delay/stop the execution of services which affects the services or reputation of the Centre.
- o) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition”.
- p) The failure to deploy adequate services personnel resulting in substandard work will be considered as breach of the terms and conditions under the agreement.
- q) In the event of termination by the employer, the Security Deposit of the contractor shall be forfeited and balance period of services contract shall be under took at the risk and cost of the agency, till the new contract will be executed.
- r) In case of non-compliance or breach of any terms of contract, unsatisfactory or inefficient servicing on the part of the Contractor, IIG will be at liberty to revoke the contract without giving any notice of payment in lieu of notice.

3.5) Payment Terms

- i) The Contractor shall submit details of Bank A/c and IFSC code for electronic transfer of fund.
- ii) The bills shall be submitted in DUPLICATE and in the manner and form prescribed by IIG.
- iii) Payments will be made only by Account payee cheques or through ECS. IIG will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.
- iv) Income Tax and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature.

Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.

v) The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after IIG is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account.

vi) Contractor shall pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work. Such expenditure shall be intimated to Contractor either by IIG or concerned third parties in writing. If contractor fails to pay to the concerned third parties such amount within fifteen days from the date of notice, IIG shall recover such amount from the contractor and will make the payment to concerned third parties at the risk and cost of the contractor.

vii) The contractor shall not be justified in abandoning the contract because IIG has delayed making payment(s).

viii) Bills raised by the Manpower Agency will be paid on obtaining all relevant documents and complete in all respects to the Establishment Section of IIG,
H.Q. Navi Mumbai.

3.6) Security Deposit

- a) The successful bidder will have to furnish Demand Draft / Bank Guarantee 10% of the of the contract value valid for a period of 90 days over and above the validity period of the contract in favour of Indian Institute of Geomagnetism towards performance Security Deposit within 7 days from the date of acceptance of the tender.
- b) The Security Deposit will be forfeited by IIG in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. Bank Guarantee shall be retained until the final audit report on the account of firm's bill has been received and examined to cover any incorrect or excess payments made on the bills to the firm.
- c) The Security Deposit will not bear any interest.

3.7) Disputes and Arbitration

In case of any dispute arising out of or connected with or incidental to this contract, the Institute and the Contractor will address the dispute for a mutual resolution and failing which the matter shall be referred for arbitration to an arbitrator appointed by the Director, IIG. The arbitration proceedings will be

conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both the parties. The venue of arbitration shall be Navi Mumbai.

3.8 Scope of Work

Tenders are invited from reputed, experienced and financially sound Manpower firms/contractors/competent Agencies, for “Providing Manpower Services at Magnetic Observatory, Gulmarg, Jammu & Kashmir, for a period of one year from the date of contract. The details of the required manpower is as given below,

1. Details of Manpower personnel (Tentative numbering 02)

Sr. No.	Category	Nos.	Job Description
1	Highly skilled (Casual Labour- TA)	01	Technical Assistant (TA) at M.O. Gulmarg.
2	Unskilled (MTS)	01	For work at MO Gulmarg.

Imp. Note: The above is the tentative deployment of the personnel. However it may vary as per the requirement and at the sole discretion of the officer in charge, M.O. Gulmarg

3.9 Eligibility for Manpower

1. Highly skilled (Casual Labour- TA):- First or High second class B.Sc (in physics, math, Electronics or computer). Candidates must not be less than 18 years and more than 45 years and should be physically fit to perform the duties and should have two years experience as TA.
2. Unskilled (MTS):- The candidate must possess three year's experience as Office Boy. Candidate should be at least SSC, and able to read & write English. He should attend to all office works. The candidate must not be less than 18 years and more than 45 years and should be physically fit to perform the duties.
3. Uniform and Equipments: The Agency shall provide uniforms to his staff/labours. He should provide monsoon wear etc. to the workers/labours. He should also bring to site and deploy such machinery and equipment, as are necessary, for the satisfactory performance of the work. Augmentation of Manpower, machinery and equipment at the required time shall be arranged by the agency at no extra cost to the Institute.
4. Character verification and antecedents :
 - a) In case of receipt of any adverse character & antecedent marks/notification against the Contractor/Company/Firm/Proprietor and/or his Contract personnel, consequent to the security vetting, Institute reserves absolute right to terminate the contract forth with without assigning reason/show cause notice. Under the circumstance the Contractor will have no right to claim good any losses/liability that may be incurred as consequence to the above action initiated by the institute. The institute also reserves the right to forfeit in part/full Security Deposit in possession of the Institute for failure on the part of the Contract or to abide/adhere to the Security Instruction issued by the Institute from time to

time.

- b) The manpower supplying agency should get the character/antecedence of each personnel verified before he engages them and he should be able to produce the verification report as and when required for any departmental enquiry of the Institute or police concerning each personnel who may be engaged by him.
5. Liaison: A responsible person of the Agency should liaise on its behalf with the OIC MO Gulmarg, of the Institute, at least once a week or whenever called for.
6. Removal of staff labour: The Manpower Agency shall remove/change/replace any Staff/labours, if at any time found unsuitable or undesirable in the opinion of the office of the MO Gulmarg, and shall make immediate alternative arrangement to provide substitution for carrying out his obligations undertaken under this contract.
7. Duty checking: The Manpower Agency's staff/labours would be liable to be checked by the MO Gulmarg on and any other Officer of this Institute. The contractor should follow the instructions given by the MO Gulmarg.
8. Liability: Loss or damage to any material/property either through theft or otherwise due to negligence of its employees shall be made by Manpower Agency at its own cost. The decision as to whether the loss or damage through the theft is attributable due to negligence of its employees shall solely rest with the Director, IIG, Navi Mumbai, who shall have the right to require Manpower Agency to pay the costs of such missing/damaged material/property as and when circumstances arise.
9. Assignment: The Manpower Agency shall not assign or transfer this contract or part thereof to anyone.
10. The Contract will be initially for a period of One year and shall be extended for a further period of one year on the same terms and conditions depending upon the performance and other related factors. During the validity period of the Contract, there shall be no revision of the compensation payable to the Manpower Agency except wage revision of the Workers as may be notified by appropriate authorities. The Manpower Agency shall ensure that he pays the minimum wages in force and as prescribed by the competent authorities, The Manpower Agency is also required to maintain all documents and records as required under the statutory laws and rules in force from time to time.
11. The Manpower Agency shall be responsible for providing the requisite watch & ward man-power on round the clock basis including (reliever), rest of the manpower as per normal day time schedule on all the days. If the persons falling sick avail leave or remain absent, arrangement for the substitute should be made immediately. If at any time additional man-hours are required, the same will be provided by the Manpower Agency for which payment will be made on pro-rata basis.
12. The Manpower Agency and its persons employed by him at IIG have no camping right whatsoever in the Institute's premises.
13. The staff provided by the Manpower Agency should be employees of the Manpower Agency and all disputes between the Manpower Agency and the manpower staff shall be resolved by the Manpower Agency and shall have no bearing on IIG. The Manpower Agency should indemnify

any claim, title in debt, cost, damage, compensation in respect of its employees posted on MO Gulmarg premises.

14. Liquidated damages of 1% per day of the monthly service charges shall be levied to a maximum of 20% in a month for any breach of contractual obligations by the Manpower Agency as stipulated in the terms and conditions in addition to the obligation under any other provisions in the contract and the Law of the land.
15. Jurisdiction: In case of any dispute arising on the above contract, the Courts in Mumbai will have the sole jurisdiction to hear the case.

BID FORM
(Required for Technical Bid)

Ref.

Dated:

To
Registrar
Indian Institute of Geomagnetism
Navi Mumbai

Sub : Acceptance of terms and conditions of Tender
Tender No.

Dear Sir/Madam,

1. Having examined the conditions of contract and specifications which is hereby duly acknowledged, we, undersigned, offer to bid for the work of providing Manpower Services at Magnetic Observatory Gulmarg in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
3. If our Bid is accepted, we will submit the Security deposit @ 10% of the contract value.
4. We agree to abide by this Bid for a period of 120 days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. We have enclosed herewith a DD for a sum of Rs. _____ towards EMD.

EMD particulars D.D.No. dated
Name of the Bank: Branch:
Dated thisday of.....(the year)

Signature of Authorized Signatory.....

Bidders Profile & Certificates

(Required for Technical Bid)

I)

S.No.	Particulars	
1.	Name of Tendering Company/ Firm / Agency (Attach certificate of registration) Type of Firm i.e. Proprietorship /Partnership or company registered under company Act 1956	
2.	Type of firm i.e. Proprietorship / partnership or company registered under company act 1956	
3.	Name of proprietor / Director of Company/Firm/agency	
4.	Full Address of Reg. Office with Telephone No., FAX No. & E-Mail	
5.	Full address of Operating/Branch Office with Telephone No., FAX No. & E-Mail	
6.	PAN / GIR/TAN No (Attach Self Attested copy)	
7.	GST Registration No. (Attach Self Attested copy)	
8.	E.P.F. Registration No. (Attach Self Attested copy)	
9.	E.S.I. Registration No (Attach Self Attested copy)	
10	Documentary evidence for having contributed PF in r/o. your staff	
11	EMD details	DD No. Date Drawn on Bank For Rs.
12	Proof of financial status in form of balance sheet for the last three years	
13	Documentary evidences for having registration/exemption if any, issued by the Appropriate Authorities of Jammu & Kashmir, in respect of engagement of Private Security	

	Guards/ Manpower	
14	Name and addresses of two persons of standing from whom credentials of the agencies can be verified	
15	Have you/your representative physically inspected / surveyed the Institutes premises before submitting the Tender.	
16	Details of your reputed clients to whom you are providing security or manpower services for last five years (Enclose a copy of work order / contract)	
17	Enclose the details of the workforce with infrastructure facilities	
18	Details pertaining to deployment of security/manpower personnel with reputed clients as below : a) Ex-servicemen personnel b) Ex-paramilitary personnel	
19	Details of the contract with any Govt./Public sector etc. with contact person's name & tel./cell No. etc	
20	Details pertaining to the training imparted regarding handling of fire fighting systems, industrial safety, disaster management etc	
21	Details of the cadre-wise security personnel employed by your agency for more than one year	
22	Specify your turnover with documentary support	
23	Do you accept that the charges quoted by you shall be firm during the currency of the contract	
24	Valid Bank Solvency Certificate	
25	Reports on the financial standing of the bidder: a) Profit and Loss Statements for last 3 years. b) A average financial turnover of minimum 5.15 Lakhs during last 3 years. (Statements should be certified by Chartered Accountant)	

II) Self Attested copy of experience certificate / certificates issued by the competent authority for the satisfactory work carried out in Providing Manpower Services or job of similar nature to Central/State Government/ Public Sector/ Banks during last three years. The summary of that can be tabulated in the given format in chronological order

Sr. No.	Details of client along with address, telephone and FAX numbers	Amount Contract (Rs. lakhs)	Experience certificate for the period from and to	
			From	To
1				
2				
3				

(If the space provided is insufficient, a separate sheet may be attached).

Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:

DECLARATION

(FOR EPF & Misc provisions Act 1952)
(Required for Technical Bid)

I(name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize IIG to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Place :

Signature of bidder/Authorized Signatory

Date :

Name of the
Bidder Seal of
the Bidder

DECLARATION
(Required for Technical Bid)

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING

FROM TAKING PART IN GOVT.TENDER BY IIG/GOVT. DEPT

I / We Proprietor/ Partner(s)/ Director(s) of M/S. -----
hereby declare that the firm/company namely M/S.-----
-----has
not been blacklisted or debarred in the past by IIG or any other Government organization
from taking part in Government tenders.

Seal and Signature: -----

Name: -----

Name & address of the firm: -----

Date: -----

CHECK LIST FOR BIDDERS

(Required for Technical Bid)

Sr.No.	Documents	Yes/No or /NA)
1.	Cost of Tender documents. DDNo. Amt. Date	
2.	EMDDDD No. Amt. Date	
3.	Whether all the Pages are stamped and signed & properly tagged with all documents?	
4.	Whether Bid Form is filled up? (Section-II)	
5.	Whether Bidder's Profile is filled up? (Section-III)	
6.	Whether Self Attested copy of Registration of the firm is attached?	
7.	Self Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.	
8.	Self Attested copy of latest two years Income Tax returns.	
9.	Self Attested copy of PAN card.	
10.	Self Attested copy of GST certificate.	
11.	Self Attested copy of EPF certificate.	
12.	Self Attested copy of ESI certificate.	
13.	Self Attested copy of Experience certificate (Minimum two year of similar nature of work).	
14.	Declaration regarding no relative working in DOT on Rs. 10/- Stamp Paper & notarized	
15.	Declaration towards Non – Tampering of tender document.	
16.	Power of Attorney in original, in case tender document is signed by person other than bidder or tendering company.	
17.	Annexures from T1 to T5	

Financial Bid for providing Manpower services at Magnetic Observatory, Gulmarg

Classification of Area - C			
	Organizational Category	Construction or Maintenance of Roads or Runways	
Sr. No.	Labours	Technical Assistant (Highly Skilled)	Unskilled (Peon)
O.	No. of Labours Required	1	1
A.	Basic (Per day)	579.00	350.00
B.	VDA / special allowance (Per day)	38.00	23.00
C.	Basic + VDA (wages per month = A+B) x 26 i.e. for 26 days	16042.00	9698.00
D.	***Add profit , overheads /service charges, tools & plants and sundries etc.----- -----% of C		
E.	Wages per month per labor (C+D)		
F.	Add for PF=---13.00-----% of C	2085.46	1260.74
G.	Add for ESIC=---4.75-----% of C	762.00	460.66
H.	Add for bonus=8.33% of C	1336.30	807.84
I.	Total of PF + ESIC + Bonus (F+G+H)	4183.75	2529.24
J.	Estimated cost per month per labor (E+I)		
K.	Estimated Cost for respective nos. of labours per month (JXO)		
L.	Cost of Labour per annum (12xK)		
M.	GST 18% on L		
N.	Total Cost = L+M		
	Total Cost of The Contract-Rs. (Per Annum)		

Note:

1 *** Mention percentage as NIL consideration in row D towards service charges becomes null and void and will be rejected as per order from Ministry of Finance circular No. 29 (1)/2014 PPO dt. 28.01.2014.

- 2 Financial bid has to be strictly filled up as per the column and format provided by the Institute.
- 3 Any tender filled in, other than the above format with alteration or addition/deletion of column or change in percentage of the statutory payments will be rejected on the spot of opening of financial bid. No explanation will be entertained in this regards.
- 4 The rate of minimum wages to be paid to the labours by the bidders shall not be less than the current minimum wages as notified by the Office of the Chief Labour Commissioner (C) , Government of India, Ministry of Labour & Employment vide notification No. 1/38(1)/2018 LS- II dated 28.09.2018. However in case the bidders, wishing to deviate or differ from the above minimum wages to be paid to the labours, they/he shall follow strictly the prescribed format only. Bidding the labour rates lesser than the current minimum wages as per the aforesaid order will be rejected.
- 5 If the firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 6 Service charges including agencies profit and overhead, administrative charges, tools, plants and equipments and two sets of uniforms and rain coat etc. quoted by the firm/agency/company would be fixed for the entire period of contract. Only increase in VDA will be considered.
- 7 Bonus shall be paid as per the Payment of bonus (Amendment) act 2015 No. 6 of 2016, published in the Gazette of India as extraordinary part II
- 8 EPF and ESIC shall be paid as per the current rates and will be reimbursed to the firm at actual basis.
- 9 GST or any other tax on material/Service in respect of this contract shall be payable by the contractor and shall submit proof for GST returns to the Institute. The same will be reimbursed to the contractor if it is found that the same is genuinely paid by the agency to the Govt.
- 10 The bidder quoting the lowest minimum service charges as % of worked up to two decimal place at Sr. No. D will only be considered as the criteria for the award of work.

Sign and Seal of the Agency

Date:

AGREEMENT

The agreement made on this..... day of (month) (year)..... between M/S herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & Registrar, Indian Institute of Geomagnetism, New Panvel, Navi Mumbai – 410218, herein after referred to as the IIG, of other part.

Whereas the contractor has offered to enter into contract with the said IIG for providing Manpower at MO Gulmarg, Jammu & Kashmir on the terms and conditions herein contained and the rates approved by IIG (At the rates Rs. ----- per month inclusive of all taxes, levies, duties and cess etc. for each type of manpower have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

It is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contract that is to say from (Date) To (Date)..... or completion of work for Rs. (In words) whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of manpower employed at his own expenses and by means of tools, implements and equipment etc. at his own expense, all other associated works as described in Bid documents, when IIG or any other person authorized by IIG in that behalf require.
2. The NIT (notice inviting tender), Bid documents (Technical and Financial), approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
3. The contractor hereby declares that nobody connected with or in the employment of IIG is not/shall not ever be admitted as partner in the contract.
4. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and IIG having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present have here into set their respective hands and seals the day, year in.....

Above written:

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Signature on behalf of IIG

Signature on behalf of Contractor

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Agreement signed in the presence of

Witness 1:

Witness 1:

Signature:

Signature:

Name:

Name:

Witness 2:

Witness 2:

Signature:

Signature:

Name:

Name:

Letter of Authorization

Letter of Authorization for attending the office for tender meeting

To,
Registrar
Indian Institute of Geomagnetism
Navi Mumbai

Sub: Authorization for attending the office on____(date) in the Tender of _____

Following person is authorized to attend the office for the tender mentioned above on behalf of _____(Bidder).

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorization as prescribed above is not received.)