INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI

Sector 81, Knowledge City, P. O. Manauli, S.A.S. Nagar, Mohali, Punjab

Advt. No. IISER/REG-11/Admn./Contr(b)/8 06.3.2014

Sealed tenders are invited on behalf of Director, IISER Mohali for Security & Manpower, from Firms having local office and valid Labour License ESI, EPF code from tricity (Chandigarh/Mohali/Panchkula) with work experience of 50 persons in a single contract in central/state Govt./PSU's and also having ISO 9000 rating. The last date of submission of tender is 17.03.2014 before 1.00 PM.

For complete details refer IISER web site: www.iisermohali.ac.in

Registrar
IISER Mohali

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI

Sector 81, Knowledge City, P. O. Manauli, S.A.S. Nagar, Mohali, Punjab

Advt. No. Date : March 03, 2014

Sealed tenders are invited on behalf of the Director, IISER Mohali from firms having Registered office in tricity (Chandigarh/Mohali/ Panchkula) with valid Labour license, ESI & EPF code from tricity with work experience of at least 50 persons in single contract in Central/State Govt./PSU's and also having ISO 9000 rating for providing security (Security Supervisor, Gunman, Guard & watchman), Manpower services (un-skilled, semi-skilled, skilled) at IISER Mohali, Sector 81, Mohali. Tender forms/documents may be downloaded from the Institute website: www.iisermohali.ac.in and submit the same duly filled in with the following documents

1. Letter Head of the firm/company with address and contact details i.e. Tel./Fax. Nos.
2. Affidavit that the firm is not black listed as per the specimen at Annexure-I.
3. Copy of the valid labour license issued from tricity.
4. Copy of ESI & EPF registration from tricity.
5. Copy of continued experience of providing minimum 50 persons of more in a single contract in Central/State Govt. undertakings/ Autonomous bodies during the last three years.
6. Copy of the certificate issued by such Organization(s) where such work was executed and Certifying that the applicant firm has executed the contract satisfactorily.
7. Latest copy of IT Return for the last 02 years (i.e. Assessment Year 2011-12 and 2012-13)
8. Copies of audited balance sheets for the last 2 years (i.e. Financial Year 2011-12 and 2012-13).
9. Signed copy of Undertaking as Annexure II of this tender.
10. Copy of the Registration of office at Chandigarh/Mohali/Panchkula (i.e. Tricity)
11. Solvency certificate of an amount not less than 5 Lacks issued by a schedule bank with in the last six months.
12. Attested copy of the Service Tax registration certificate.

A non-refundable DD of Rs. 500 towards cost of Tender form, drawn in favour of Registrar, IISER Mohali payable Mohali/Chandigarh is to be submitted alongwith the tender. Tenders without payment of cost of tender forms and any of the above will not considered.

Earnest Money for tender Rs. 1,00,000 (Rs. One Lakhs Only). DD to be drawn in favour of Registrar, IISER Mohali and should be enclosed to the tender. Tenders without earnest money will be summarily rejected.

Price bid is to be submitted in a seperate sealed cover in the prescribed format i.e. annexure III. Price bid will be opened only of those firms meeting the above requirements.

The last date of submission of tenders completed in all respect is 17.03.2014 by 1.00 p.m. The tenders will be opened on the same day at 3.30 p.m. in the presence of tenderers if any.

Registrar
IISER Mohali

TERMS AND CONDITIONS of the contract (to be sealed in common cover)

SCOPE OF WORK:	contract for security of IISER Mohali campus at Sector 81, Mohali and Manpower for Un-skilled, Semi-skilled and Skilled Staff.
NAME OF THE CONTRACT WORK:	Contract for Security & Manpower services at IISER Mohali, Sector 81, Mohali.
PERIOD OF CONTRACT:	The Contract shall be initially awarded for a period of two months and may be extended for full year, subject to satisfactory performance of services and compliance of all the terms and conditions of the agreement. The work shall be allotted to the tenderer, whose quotes are viable / workable and shall fulfill all the other terms and conditions of the tender document. The decision of the Competent Authority of IISER Mohali is final in awarding the contract. The Competent Authority may allot the contract in full or a part of such contract to the next firm out of the panel available with it at any time in the event of non-compliance or breach of any terms and conditions of this contract by the working contractor or otherwise if it is deemed fit to do so in the public interest or in case of furnishing any wrong information/documents or concealing any material or vital facts, beside terminating the contract. IISER Mohali reserves its right to take appropriate legal course of action against defaulter, in order to ensure effective supply/supervision of these services by the contractors during and even after completion of the contract.
SECURITY DEPOSIT:	The successful Bidder shall furnish a security deposit 5 lakhs in the form of DD/Bank guarantee in the name of Registrar, IISER Mohali payable at “Mohali/Chandigarh”.

GENERAL TERMS AND CONDITIONS

1. The successful tenderer shall be required to execute an Agreement Deed on the format approved by this Institute on stamp papers of appropriate value.

2. The applicant/firm should be registered under the 'Contract Labour (Regulation and Abolition) Act, 1970 and Rules of 1971 made there under and have in their possession the EPF/EDLI and ESI Code Numbers' allotted from the tricity (Chandigarh/Mohali/Panchkula) only.

3. The Director IISER shall have absolute right and authority for the suspension/revocation of said security/bank guarantee in case of breach of any clause of the Agreement by giving prior notice.

4. The decision of the Director IISER Mohali with regard to the determining quality of work/services done by the contractor or his employees shall be final and acceptable to the contractor. The contractor shall, thereafter, rectify the defects so pointed out without any extra payment. The Director IISER Mohali reserves the right to get the work/Services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he/she may think appropriate.

5. The contractor shall deploy required number of personnel to provide the said services and immediately communicate their names, parentage, residential address, age etc. within 10 days from the date of their deployment or any change about if from time to time.

6. For the purpose of proper identification of the employees of the Contractor deployed by him at various places, the contractor shall issue them identity cards at his own cost and his employees are duty bound to display the identity cards during duty hours. The Contractor will ensure that his employees are medically fit and free from communicable disease. The antecedents of the person to be provided by the Contractor will be got verified from the appropriate authority by the contractor at his own cost and level.

7. Wearing of uniforms and name plates by the employees of the Contractor deployed for during duty hours is compulsory.

8. The Director IISER Mohali or any other officer(s) so authorized by him shall be at liberty to carry out surprise checks on the working of the persons so deployed by the Contractor in order to ensure that the required number of persons are deployed and that they are doing their duties satisfactorily.

9. The persons deployed by the Contractor for the execution of the contract shall be the employees of the contractor for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and the Institute either implicitly or explicitly.

10. The persons so deployed shall be under the over all control and supervision of the Contractor and the contractor shall be liable for payment of their wages and all other dues within the stipulated time which the Contractor is liable to pay under the various Labour Regulations and other statutory provisions. IISER Mohali shall be absolved from any such liability at its own level.

11. The contractor shall provide salary slips to employees with full information in respect of the wages paid by him to his employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made thereunder.

12. The contractor shall furnish details of disbursement of salary to the Director IISER Mohali within 5 days. This obligation is imposed on the contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed under the various Labour Laws. The Contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by the Institute form time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and unauthorized deductions made. He will maintain attendance registers, individual's ledger/wage book, wage slip, publications of scale of wages and terms of employment.

13. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall indemnify IISER Mohali from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify IISER Mohali against all claims in this regard.

14. It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:

a) Employment of Children Act
b) Workmen Compensation Act
c) Employment of Labour/Contract Labour Act
d) Industrial Employment Act
e) Contract Labour Regulation & Abolition Act.
f) Minimum Wages Act
g) Employee Provident Fund Act
h) ESI Act

I) Payment of Bonus Act

j) Equal remuneration Act

k) Industrial Dispute Act

l) Any other act or legislation, which may govern the nature of the contract.

15. The contractor shall be liable to pay compensation for any loss & damage caused to the property of IISER Mohali or its Staff Members/Students/Visitors by the contractor or his workers.

16. The contractor & his staff shall follow the rules & regulations of IISER Mohali in force and instructions issued from time-to-time. IISER Mohali will be free to take action against the contractor for violating the same.

17. A verification report in respect of all the personnel of contractor from the concerned police station of concerned residential areas should be submitted before deployment and also list of employees with bio-data of each employee posted to the Institute along with photo and signature/thumb impression should be handed over to Administration of IISER Mohali. Any changes should be informed immediately.

18. The Contractor shall confirm to the provisions of various Central/State Act (s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS @ 2% on the total bill as Income Tax as per provision of the Income Tax Act, or as applicable, at the rates as applicable from time to time. The Contractor will submit a copy of the receipt in the office of the Director IISER Mohali). Service tax, on the gross bill, may also be deducted at source if there are any instructions from the concerned authorities in this regard.

19. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, and the Contractor shall report the compliance there of to the Director IISER Mohali. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.

20. The Contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed for the preservation of peace and protection of persons and property of the Institute.

21. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the contractor shall take suitable action against such employee on the direction of the Director IISER Mohali or any other officer so authorized by him in this regard.

22. In case of any complaint/defect pointed out by the Institute authorities, the Contractor shall immediately replace the person so deployed.

23. Leave/Weekly off : The Contractor shall add all charges towards leave/weekly off etc. applicable as per rules in the bid. No extra charges will be paid for weekly off or leave.

24. The Institute shall have further right to adjust or readjust or deduct any of the amount as aforesaid from the payment to Contractor under this Contract or out of the security deposits of the contractor.

25. Termination of the Contract:

The contract may be terminated in any of the following contingencies:-

a) On the expiry of the contract period, without any notice; OR

b) On giving three month's notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services; OR

c) On unsatisfactory performance during the first two months.

OR

d) On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice;

e) On contractor being declared insolvent by the competent Court of law without any notice.

26. Jurisdiction for disputes if any : Mohali

ANNEXURE - I

AFFIDAVIT

I/We _____ (Name) _____ Contractor/Partner/Sole Proprietor (strike out which is not applicable of (Firm) _____ _____ do hereby solemnly affirm and declare that the individual/firm/companies are not black listed by any Government Department or an autonomous body for last three years.

DEPONENT

DATE, THE **ADDRESS** _____

_____

_____

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed therefore.

DATE, THE **day of 2014**

DEPONENT

(**NOTE** : To be furnished on non-judicial stamp paper duly attested by a Magistrate/Notary Public)

ANNEXURE - II

Undertaking

(To be sealed in common envelope)

I/We (Name of the firm) _____

Contractor do hereby solemnly affirm and declare that we shall abide the following, on award of the contract.

1. We shall issue detailed salary slips with payment to each worker along with ESI/EPF Sub code.
2. We shall make the payment on or before 5th of every month.
3. We shall provide separate challans for ESI/EPF Deposit in respect of Manpower provided to IISER Mohali (IISER Workers) along with bills.
4. We shall provide ESI cards within 1 month from the award of contract.

Signature with rubber stamp.

LETTER OF ACCEPTANCE

I have read the Tender conditions including the General Terms and Conditions of the contract given in the tender document. I agree to abide by the same.

Signature of the Contractor & Seal

Address for Correspondence: ----------

Check List to be attached with the Technical Bid

Sr.No.	Particular	Page No.	Document Attached (Yes/No)	Remarks (If any)
1.	Letter head of the firm/company with address & contact details i.e. Tel / e-mail/Fax Nos. etc.			
2.	Copy of the Registration of office at Chandigarh / Mohali / Panchkula (i.e.Tricity)			
3.	Tender Document Fee details (Rs.500/-)			
4.	Earnest Money Deposit (EMD) Details (Rs.1,00,000/-)			
5.	Affidavit that the firm is not black listed as per the specimen at Annexure-I.			
6.	Copy of valid Labour License issued from Chandigarh/Mohali/Panchkula Authorities.			
7.	Copies of ESI & EPF registration from Chandigarh/Mohali/Panchkula Authorities.			
8.	Copy of continued experience of providing minimum 50 persons or more in a single contract in Central/State Govt. undertaking /Autonomous Bodies during the last three years.			
9.	Copy of certificate(s) issued by such organization(s) where such work was executed during the last three as above certifying that the applicant firm has executed the contract satisfactorily.			
10.	Latest copy of Income Tax Return for the last 02 years (i.e. Assessment Year 2011-12 and 2012-2013).			
11.	Copy of Audited Balance Sheets for the last 02 years (i.e. Financial Year 2011-12 and 2012-2013).			
12.	Solvency certificate of an amount not less than 5.00 lacs issued by a schedule bank with in the last six months.			
13.	Signed copy of the undertaking as per Annexure -II of tender.			
14.	Attested copy of the Service Tax registration certificate.			

Annexure - III

(To be sealed in separate envelope marked as “Price Bid”)
For providing security (security supervisor, guard, gunman & watchmen)and Manpower services(unskilled, semi-skilled and skilled).

PRICE BID

RATES TO BE QUOTED AS LUMPSUM (MINIMUM WAGE/ESI/EPF/SERVICE TAX/LEAVE RELIEF/UNIFORM/SERVICE CHARGES PER MONTH PER PERSON).

(RUPEES in figures _____) (RUPEES in words

_____).

Break up of the lumpsum amount:-

1. Minimum wages Rs. _____ p.m. (Per person)
2. ESI ____ % Rs. _____ p.m. (Per person)
3. EPF ____% Rs. _____ p.m. (Per person)
4. Leave Relief Rs. _____ p.m.
5. Service Tax ____% Rs. _____ p.m.
6. Service / Administrative charges _____ % Rs. _____ p.m.

Total of Sr. no. 1 to 6 : _____

(Note the lumpsum amount quoted should match the total break up amount)