

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान मोहाली

मानव संसाधन विकास मंत्रालय, भारत सरकार द्वारा स्थापित सैक्टर 81, नॉलेज सिटी, पी. ओ. मनोली, एस. ए. एस. नगर, मोहाली, पंजाब –140306 INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI

Sector-81, Knowledge city, P.O.-Manauli, SAS Nagar Mohali-140306, Punjab

PAN NO. - AAAAI1781K GST No. 03AAAAI1781K2ZS

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E-Tender No. IISER M/Security & Manpower/2020

NOTICE INVITING E-TENDERS FOR SECURITY AND MANPOWER

Online tenders under <u>TWO BID SYSTEM</u> (Technical and Financial) 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 100 persons in single contract in Central/State Govt./PSU's preferably in academic institute and also having ISO 9000 rating for providing security (Security Supervisor, Gunman, Guard & watchman), Manpower services (un-skilled, semi-skilled, skilled, highly skilled) at IISER Mohali, Sector 81, Mohali Bid documents. Online bid required to be submitted 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 and valid Pvt. Security agency license.
- 4. Copy of ESI & EPF registration from tricity.
- 5. Copy of experience of providing minimum 100 persons or more in a single contract in Central/State Govt. undertakings/ Autonomous bodies during the last seven years preferably in academic institute.
- 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 03 years
- 8. Copies of audited balance sheets for the last 3 years (i.e. Financial Year 2016-17, 2017-18 & 2018-19).
- 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 INR 50 Lakhs issued by a scheduled bank with in the last six months.
- 12. Attested copy of the GST registration certificate.

The online bids shall be submitted on CPPP i.e. https://eprocure.gov.in/eprocure/app. Tender documents may please be downloaded from the E-procurement portal website https://eprocure.gov.in/eprocure/app & Institute website www.iisermohali.ac.in. Tender fee in shape of Demand Draft of Rs 1180/- (Non-refundable) and EMD of Rs. 8,00,000/- should be submitted by Demand Draft /FDR/ Bank Guarantee in favour of the Registrar, IISER Mohali payable at Mohali. However, scanned copy of the both Tender fee and EMD should be uploaded on website along with technical bid. The hard copy of the same in original to be sent to the address mentioned below duly superscribing the supply/work name and reference/ tender ID on the envelope and same must reach before opening the bid and if not received before due date the bid will be summarily rejected.

Critical Date Sections:-

Sr.	Description	Date	Time
1.	Tender Publishing Date and time	02 nd April 2020	6:00pm
2.	Tender Document download start Date & Time	02 nd April 2020	6:00pm
3.	Bid Submission start Date &Time	02 nd April 2020	6:00pm

Date: April 02nd, 2020

4.	Bid Submission End date and Time	23 th April 2020	Up to 11:00am
5.	Tender opening Date and Time	24 th April 2020	At 11.30 am

The Original EMD and Tender Fee should be sent to:

Registrar

Indian Institute of Science Education and Research, Mohali Sector 81, SAS Nagar, Mohali, Punjab, India, Pin: 140306

The last date of submission of online bids completed in all respect is 23.04.2020 by 11:00AM.

Registrar IISER Mohali

TERMS AND CONDITIONS OF THE CONTRACT

Contract for security of IISER Mohali campus at Sector 81, Mohali and SCOPE OF WORK:

Manpower for Un-skilled, Semi-skilled, Skilled Staff and Highly

Skilled.

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 three months and may be extended for full year thereafter as deemed suitable by the Institute, 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 Forty Five lakh in form of DD/Bank guarantee in the name of Registrar, IISER Mohali payable at "Mohali".

GENERAL TERMS AND CONDITIONS

- The successful tenderer shall be required to execute an Agreement Deed on the format approved 1. by this Institute on stamp papers of appropriate value.
- The applicant/firm should be registered under the 'Contract Labour (Regulation and Abolition) 2. 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.
- The Director IISER shall have absolute right and authority for the suspension/revocation of said 3. 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 verify the credentials of person to be provided to Institute and 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 employee of the Contractor deployed for during duty hours is compulsory. Summer and winter uniform to be provided to Security manpower. Raincoats to be provided for rainy season to all security manpower.
- 8. Security/Crisis management training should be provided to all the security manpower time to time.
- 9. 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.
- 10. 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.
- 11. The persons so deployed shall be under the overall 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.
- 12. 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.
- 13. The contractor shall disburse the wages on or before 1st of every month. Thereafter, the contractor shall furnish details of disbursement of salary to the Director IISER Mohali within 5 days along with the proof having submitted ESI EPF of the manpower engaged by him within five 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, and 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. Increase in wages payable to category of worker drawing higher than highly skilled category, to be done on the pattern of increase of wages of Highly skilled workers.
- 14. 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 according to the law/s. 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.
- 15. 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) PASARA Act for Security Manpower
- j) Equal remuneration Act
- k) Industrial Dispute Act
- l) Any other act or legislation or statutory norms imposed by Central and State Government, which may govern the nature of the contract.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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. (GST, on the gross bill, may also be deducted at source if there are any instructions from the concerned authorities in this regard).
- 20. Quotation submitted with Administrative charges below the TDS percentage may not be considered.
- 21. 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.
- 22. Separate EPF and ESI Challan indicating manpower deployed in the Institute required to be submit with the monthly wage bill containing name of person/EPF Number/ESI

- Number/Contribution from Person/Contribution from Contractor has to be indicated separately.
- 23. 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.
- 24. 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.
- 25. In case of any complaint/defect pointed out by the Institute authorities, the Contractor shall immediately replace the person so deployed.
- 26. Leave/Weekly off: The Contractor shall add all charges towards leave/weekly off etc. applicable as per rules in the bid. Leave has to be approved by the contractor/contractor authorized person. No extra charges will be paid for the same.
- 27. 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.
- 28. If any outsourced manpower goes on long leave/absent without information for 3 or more days, suitable replacement within week with prior approval from Institute has to be provided by contractor.
- 29. Security supervisors to be deployed with one battery operated two wheeler for patrolling and security rounds of the campus. All security guards to be equipped with security batons while on duty and torches during night hours.
- 30. Immediate response from the contractor shall be required for any Banh/Gherao/Crisis caused by manpower provided. No work no pay for any strike/Banh/ Gherao to manpower involved. Contractor has to take immediate action on erroring manpower and required to provide replacement of manpower involved in unauthorized assembly/strike/Banh/Gherao.
- 31. Regular inspection of outsourced manpower to be carried out by contractor or authorized person from the contractor.
- 32. Integrity pact has be signed by the contractor as per rules within 30 days from the award of contract.
- 33. 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 months' 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 three 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.
- 34. Jurisdiction for disputes if any: Mohali

Registrar IISER Mohali

ANNEXURE - I

AFFIDAVIT

I/We	(Name)
Contractor/Partner	r/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/D	Debarred/Suspended by any Government Department or an autonomous body for
last three years.	
	DEPONENT
DATE, THE	ADDRESS
	VERIFICATION
Verified that the c	ontent of above affidavit is true and correct to the best of my/our knowledge and
belief. No part of i	it is false and nothing has been kept concealed therefore.
DATE, THE	day of 2020
	DEPONENT
(NOTE : To be fur	rnished on non-judicial stamp paper duly attested by a Magistrate/Notary Public)

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 1^{st} 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.
- 5. We shall verify the credentials of manpower to be provided/deployed and communicate the names/age/parentage/residence address within 10 days
- 6. We shall indemnify IISER Mohali against all claims for any accidents or mishaps involving workers engaged by me and we shall pay claims to the victims.
- 7. We shall abide by all the instructions as stipulated at Clause 13.

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.1180/-)			
4.	Earnest Money Deposit (EMD) Details (Rs.8,00,000/-)			
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 & License for Security Agency.			
7.	Copies of ESI & EPF registration from Chandigarh/Mohali/Panchkula Authorities			
8.	Copy of continued experience of providing minimum 100 persons or more in a single contract in Central/State Govt. undertaking /Autonomous Bodies during the last seven 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 03 years. (2016-17, 2017-18 & 2018-19)			
11.	Copy of Audited Balance Sheets for the last 03 years (i.e. Financial Year 2016-17, 2017-18 & 2018-19)).			
12.	Solvency certificate of an amount not less than 50.00 lakh 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 GST registration certificate.			