

Government of India
Department of Space
INDIAN INSTITUTE OF SPACE SCIENCE AND TECHNOLOGY
Valiamala PO, Thiruvananthapuram- 695 547

NOTICE INVITING TENDER

Sealed tenders are invited under two Bid system (as enclosed **Part-I:** Technical Bid and **Part-II:** Financial Bid), **Annexure-I** (General Terms and Conditions) from Manpower Supply Agencies/Registered Societies/Companies having valid registration as specified in the tender form for providing personnel in the transport area given in Enclosure-1 on contract basis for a period of **ONE** year in IIST, Thiruvananthapuram. The bid shall cover at least 90% of the total manpower being tendered. Otherwise, the bid will be treated as incomplete and will be summarily rejected.

The agencies that fulfill the following requirements are only eligible to apply:

1. Proven track record of minimum One year service in the supply of Manpower to, Govt./Semi Govt./Central Autonomous bodies/reputed firms/Institutions/Hospitals with a minimum number (not less than 10 Nos.) in the pay bills per month and with adequate financial background. The credential of the bidders will be ascertain from the organization where they are providing manpower.
2. Registration under Companies Act/Societies Registration Act.
3. Registration under Contract Labour (Regulation & Abolition) Act. 1970, EPFO, ESIC, Service Tax, Income Tax, Labour Laws, and any other Central or State Act/ Registration/Rules and fulfill all the terms and conditions under the said Act(s)/ Registration/Rules.

Tender forms may be downloaded and submitted on or before the last date. Offer by Fax / e-mail will be summarily rejected. The sealed envelopes containing duly filled in quotation should contain tender reference number and date. Late and incomplete tenders will be summarily rejected.

Last date for receipt of sealed tender (Part-I & Part-II) in IIST: May 27, 2015 at 1700hrs

Date and time of Tender opening (Only technical bid on May 28, 2015 at 10:30 hrs).

Financial Bid: After evaluation of the technical bids, the financial bids of successful bidders will be opened subsequently.

The IIST reserves the right to accept/reject any or all the tenders without assigning any reason what so ever.

Advt. No.IIST/Admn/08/15 dated 15.05.2015

GENERAL TERMS AND CONDITIONS

01. As per this tender notice the successful contractors shall provide personnel required by the Institute in **Transport area** as detailed below:

02. **TRANSPORT AREA**

| Category | Number of personnel |
|------------------------------|---------------------|
| Contract Driver cum Mechanic | 31 |

Note:-The number of contract personnel mentioned above may vary depending on requirement.

03. This contract shall be valid for a period of ONE YEAR unless otherwise extended. The validity period is extendable by another year if the same is acceptable to both the parties (Contractor and IIST). Contract/Manpower Supply Agency can withdraw from the contract on his/her own volition by giving minimum three months' notice. In case this is not fulfilled the performance warrantee will be forfeited.
04. The Contractor shall execute the work by positioning/deputing qualified personnel as per the work order as and when required. The Contractor shall employ only qualified/experienced Indian Nationals.
05. The Contractor shall furnish the details of contract labourers/personnel being positioned/deputed by him/her such as name, qualification, address etc.,
06. If any of the contract labourers/personnel is found unacceptable for any reason, the Contractor shall post a suitable substitute immediately.
07. The Contractor shall submit the verification reports from the respective local police in the prescribed proforma in respect of the contract labourers/ personnel positioned/deputed by him/her before executing the work.
08. The contract labourers/personnel shall be engaged normally for 8 1/2 hours in IIST as per the duty/work schedule on all working days/holidays. In case of emergency the Contractor will be required to position/depute the required manpower to take up the work at short notice. Extra work/service beyond normal working hours should be separately billed and got certified for payment on pro-rata basis.
09. The contract labourers/personnel positioned/deputed by the contractor will be issued photo identity card by IIST on behalf of the contractor. In case of loss of such identity card, the same should be reported to local police as well as Senior Administrative Officer, IIST. Duplicate card will be issued only on payment of Rs.100/-.

10. Contractor shall ensure that the persons positioned/deputed for the work are attending the duties regularly without any complaint. In case of their absence/staying away from duty on account of sickness or otherwise, the Contractor shall provide suitable substitute.
11. The contract labourers/personnel positioned/deputed by the Contractor are not entitled for the Departmental transport and medical facilities. Canteen facilities will be extended to these personnel on payment of rates fixed by IIST for contract labourers/personnel in IIST from time to time.
12. Transport facility will be extended to the contract labourers/personnel on payment of 2% of their basic wage, irrespective of the boarding point. The contractor shall remit the 2% transportation charges (deducted from the contract employees who avail transport facility) in Accounts Section, by 10th of every succeeding month along with a list of the contract employees who are availing the transport facility.
13. The contract labourers/personnel positioned/deputed by the contractor shall maintain absolute integrity, devotion to duty, punctuality, discipline and proper office decorum, failing which Contractor shall be liable to make proper replacements.
14. The work shall be carried out satisfactorily and the Officer in IIST is the designated Officer for certifying the same.
15. The Contractor shall maintain a register regarding the execution of work and get it certified by the concerned authorised official every day for having completed the work satisfactorily.
16. The contractor shall maintain all registers required under various Acts, which may be inspected by the Department as well as the appropriate Labour Enforcement Authorities.
17. Wage payable to the Contract labourers/personnel is mentioned in the annexure to the work order. All Contract labourers/personnel shall be informed about their monthly wages in writing.
18. The contractor shall pay to his/her labourers/personnel the wages prescribed by IIST, through their Bank Account (before the 5th working day of the succeeding month), failing which the contract will be viewed seriously which may result in termination of contract.
19. The Contractor shall obtain licence under the Contract Labour (Regulation and Abolition) Act, 1970 according to the number of contract labourers/personnel engaged depositing the fees and complying with the formalities. Contractor shall also seek the renewal of the registration at or before the expiry of the licence. The Contractor shall be free to work anywhere else or to undertake any contract provided that he/she shall remain responsible to IIST for the due and efficient execution of the Jobs entrusted to him/her through this contract
20. The Contractor shall also register his/her name with EPF and ESI Organisations for the purpose of remitting EPF and ESI contributions in respect of the contract labourers/personnel engaged by him/her under the contract.

21. The rates of contribution towards EPF and ESI at present applicable are as under:

| | | | |
|-----|---|-----------------------------------|--|
| EPF | - | Employee's contribution | 12% |
| | | Principal Employer's contribution | 13.61% (which includes 1.61% as Administrative Expenses) |
| ESI | - | Employee's contribution | 1.75% |
| | | Principal Employer's contribution | 4.75% |

22. The Contractor shall remit the Employees contribution and the Principal Employer's contribution towards EPF and ESI every month at the rates prescribed by the respective Organisations/Department with reference to the wage fixed by IIST to the respective Authorities. Then claim reimbursement of the said contribution on or before 20th of the succeeding month on production of documentary evidence (i.e. Individual EPF/ESI admittance/Electronic Challan Receipt etc.) to the effect that both the Employee's as well as the Principal Employer's contributions towards EPF and ESI are remitted to the said authorities every month, failing which this contract will be terminated without further notice. The request for reimbursement of EPF and ESI remittances should be consolidated and submitted to the administration as single claim on or before 20th of the succeeding month.
23. The contractor shall produce the Bank Statement showing disbursement of payment to each contract employee before submitting the bill for the following month, failing which, the bill for the following month will not be processed.
24. The Contractor shall submit his bill in triplicate along with the registers on first working day of the ensuing month to the Senior Administrative Officer, IIST for payment duly certified by the respective Controlling Officers regarding the actual number of days each contract labourer/personnel worked on day-to-day basis in respect of the preceding month. Along with the above bill also enclose the Bank statement of the previous month proving remittance of salary to each of his/her contract labourers/personnel. Successful Contractors shall open a Savings Bank account in the bank which exists within the campus.
25. Any complaint regarding deduction in salary of contract labourers/personnel by contractor (except towards bus charges) will be viewed seriously and will lead to termination of contract.
26. The Contractor shall be available in IIST and ensure that the work is carried out to the satisfaction of the Principal Employer.
27. The Contractor should strictly adhere to all statutory rules/labour laws and regulations regarding the minimum wage, EPF, ESI etc. Any violation of the above statutory provisions currently applicable will be sufficient reasons for the termination of this contract.
28. The contractor shall provide uniform and accessories twice in a year at an interval of six months. The colour of the uniform will be decided by IIST.
29. Contractor shall provide In case the Contractor fails to carry out the work satisfactorily, the contract is liable to be terminated forthwith, without notice, and alternative arrangements made to get the work executed. Any loss incurred by the Department in this regard is also liable to be recovered from the Contractor and he will not be considered for future contracts in IIST.

30. The Contractor should replace contract labourers/personnel/Supervisors not performing the duty properly and those violating the security, safety and other guidelines of IIST, failing which the contract will be terminated.
31. The Contractor and his contract labourers/personnel should abide by all Security instructions of the IIST. He/She is not permitted to move in the campus without cause and shall not be permitted to do any work other than the work indicated in the contract.
32. If persons engaged by the Contractor are found responsible for any theft, damage, deface, break or destruction of any installations/fittings etc., in the Institution, the Contractor shall make good the loss, at Contractor's cost.
33. The Contractor shall take all safety precautions required for the execution of the work. The Department will not in any way be responsible for any injury/damage that may be caused to the Contractor or his labourers/contract personnel during the execution of the work.
34. In case of any injury or death caused to any of the persons during the course of engagement, the responsibility shall solely rest with the Contractor. IIST shall not be responsible for disabilities/loss of life of the contractor's personnel caused at IIST site. The Contractor shall alone be responsible for any compensation failing which will lead to termination of contract.
35. In case while on duty and during the course of engagement in the work premises of IIST under this contract, if any of the Contractor's workforce meet(s) with any injury, indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Contractor shall also be liable for meeting the statutory liabilities under the ESI/EPF or Workmen's Compensation Act as detailed above.
36. All the contract labourers/personnel deployed by the Contractor by virtue of this contract shall remain the employees of the Contractor and they shall not acquire any claim whatsoever for employment in IIST or right for regularization as employees of IIST or for continued engagement under IIST. The Contractor or the worker engaged by the Contractor shall not have any right to claim for employment based on the work done through this contract.
37. Contractor shall submit a declaration to the effect that none of the persons engaged by him has a criminal background to the Senior Administrative Officer, IIST, Valiamala (RMT) before executing the work assigned to him.
38. The Contractor shall comply with all Acts, Laws including the Contract Labour (Regulation & Abolition) Act, 1970 or other statutory rules, regulations, bye-laws applicable or which might be applicable.
39. The Contractor shall strictly adhere to all laws relating to the employment of labour.
40. The Contractor shall indemnify and compensate IIST, if IIST as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the Contractor. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in toto.

41. The IIST reserves the right to enter into parallel Contract(s) with any other firms(s) during the currency of the Contract.
42. IIST reserves the right to terminate the contract at any time without assigning any reasons thereof by giving the one month notice in writing without any financial implications on either side.
43. The successful contractor shall perform bank guarantee 10% of the total contract amount as interest free Performance warranty in prescribed format. The bank guarantee should have a minimum claim period of 6 months.
44. Any loss incurred by the IIST is liable to be recovered from the Security Deposit. Further his/her nomination for future contract shall not be considered in IIST.
45. Disputes, if any, shall be settled mutually failing which it shall be referred to a One-Man Arbitrator to be appointed by Director, IIST in accordance with the Arbitration and Conciliation Act 1996, whose decision shall be final and binding on both the parties.
46. The Contractor shall bring the terms and conditions of this contract to the notice of each contract labourer/personnel engaged/supplied by him/her from time to time.
47. During the contract period if the agency represented by a contractor gets dissolved (liquidated) the above said agency and the contractor will be terminated. The same existing contract with an agency cannot be continued under another name within the same contract period. The successful contractor shall execute the agreement in the enclosed format.
48. Quotation must be unconditional. Any alternation or changes in rates in tender document shall be considered as invalid and liable to be rejected
49. Every paper of the tender should be signed by the tenderer with office seal.

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Department of Space
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Valiamala PO, Thiruvananthapuram- 695 547

INFORMATION OF TENDERER FOR PROVIDING SERVICE IN THE TRANSPORT AREA

From

M/s
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To

The Senior Administrative Officer (Recruitment),
Indian Institute of Space Science and Technology (IIST),
Valiamala PO, Thiruvananthapuram – 695 547.

1. Name, Address with Telephone Number of the :
Company/Society
2. Name, Designation, Address and Telephone :
Number of Authorised person of the
Company/Society.
3. Please specify as to whether Tenderer is sole :
proprietor/Partnership firm.
4. PAN number & income tax Returns for the last :
three years
5. Service Tax Regn. No. :
6. Employee's Provident Fund Registration Number :
7. ESI Registration Number
8. License Number under Contract Labour (R&A) Act :
9. Details of experience in the relevant field with full :
details of the organization/ clients where such
services were provided along with copies of the
satisfactory report [bids of suppliers who have
minimum number (not less than 10 numbers) of
personnel in the pay bills per month will only be
considered for evaluation]. (Please attach copies of
Work Order)

10. Proof showing financial capability (Attach copies of Audited turn over, Balance sheet certified by Chartered Accountants for the last three years)
11. Declaration by the Contractor

We also know that the IIST reserves the right to disqualify the Societies/Companies/manpower Supply Agencies who do not meet the required expertise as per the terms and conditions.

We hereby enclose all the documentary evidences to prove our expertise/competency/performance in providing manpower and financial soundness. We understand that IIST reserves the right to disqualify societies/companies/manpower supply agencies who do not enclose all the documentary evidences as required in the tender.

This is to certify that I / we signed this tender have read and fully understood all the terms and conditions therein and undertake myself / ourselves abide by them.

Dated:

(Signature of Authorised Signatory with seal)

Address:

Phone (O):

(R):

Mobile:

PART II - FINANCIAL BID
(Quotation Tender Form)

Government of India
Department of Space
Indian Institute of Space Science and Technology
Valiamala PO, Thiruvananthapuram- 695 547

To be filled in properly, legibly and submit in a separate sealed envelope marked as financial bid.

| SL No | Designation | Qualification | Quantity | Unit | Basic Wage per day per person Rs. | *EPF and ESI Per day per Person Rs. | Total Wage per day per person (F+G) Rs | Service Charge/ Commission in percentage on total wage (%) |
|-------|------------------------------|---|----------|---------|-----------------------------------|-------------------------------------|--|--|
| A | B | C | D | E | F | G | H | I |
| 1 | Contract Driver cum Mechanic | Ex-Service man/ Civilian with badge having SSLC + Light & Heavy vehicle driving licence | 31 | Mandays | 366 | 118 | 484 | |

*EPF-25.61% of Basic wage ESI 6.5% of Basic wage.

We are aware that we will be solely responsible for observing the service conditions of the personnel deployed as per the prevailing statutory directives from the relevant controlling authorities.

We have taken utmost care while quoting the above service charge/ commission in the tender form and the same will be sufficient for us to carry out the work.

UNDERTAKING

I/We have perused in detail and examined closely the "**TERMS AND CONDITIONS OF THIS WORK**" and I / We agree to be bound and comply with all conditions therein for this work.

Dated signature and address of Contractor with seal

Place: