

#### INDIAN INSTITUTE OF GEOMAGNETISM

(An Autonomous Research Institute 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&S/Port Blair/2021-22/04 dated 28/09/2021

Open Tender for Providing Security and Manpower Services at Multiparametric Geophysical Observatory, Port Blair.

Tender Estimated Value: Rs. 24.65 Lakhs approx per annum (Including applicable

taxes) Price of Bid Document: NIL

For Tender Query: In-charge, EM Section, IIG : 022-2748 4118, 2748 4113

mail: iig.incharge.em@iigm.res.in

OIC Port Blair : 0319-2281944/5

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<sup>\*</sup> Page 38-39 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/S&MP/Port Blair/2021-22/04 Date: 28/09/2021

#### **NOTICE INVITING TENDER**

Subject : <u>Tender notice for Providing Security and Manpower Services</u>

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 Security & Manpower Services at Multiparametric Geophysical Observatory, Shoal Bay No.8, Wimberly Gunj, South Andaman 744 205, Port Blair, 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/S&MP/Port Blair/2021-22/04		
2.	Download of Tender Document	28/09/2021 to 18.10.2021. The tender document can be downloaded from the IIG website <a href="http://www.iigm.res.in">http://www.iigm.res.in</a> or the E-Procurement portal <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>		
3.	Pre-Bid Meeting	06.10.2021 at 15:30 hrs at MPGO Port Blair.		
4.	Last Date & Time of Submission of bids	18.10.2021, 16:00 hrs To, Officer In- Charge, Multiparametric Geophysical Observatory, Indian Institute Geomagnetism, Shoal Bay No - 8, Wimberly Gunj, South Andaman (India), Pin Code - 744 205.  OR The Admin. Co-ordinator, Indian Institute of Geomagnetism, Plot No.5, Sector 18, Near Kalamboli Highway, New Panvel, Navi Mumbai-410218		
5.	Date & Time of opening of Technical Bid			
6.	Minimum Validity of tender offer	120 days from the date of Opening		

7.	Estimated cost of tender	Rs. 24.65 Lakhs/- approx Per annum (Including
		applicable taxes)
8.	EMD to be deposited	Rs. NIL (Declaration in the required Proforma is to be submitted by the agency on his letter head-Annex T5)
9.	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.

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 MPGO, Port Blair 03192-281944/5 or **call- 022- 27484000 or 27484118 / 4113**. Queries can also be forwarded to email iig.incharge.em@iigm.res.in

Sd/-

Admin. Co-ordinator Indian Institute of Geomagnetism Navi Mumbai-410 218

#### 2) <u>Instructions to Bidders</u>

**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 security and manpower services at MPGO Port Blair" Tender No. IIG/EM/MP&S/Port Blair/2021-22/04 dated: 28/09/2021 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 Admin. Co-ordinator
Indian Institute of Geomagnetism (IIG)
Plot No.5, Sector 18, Near Kalamboli Highway,
New Panvel, Navi Mumbai 410218.
OR
To, Officer In- Charge, Multiparametric Geophysical Observatory,
Indian Institute Geomagnetism,
Shoal Bay No - 8, Wimberly Gunj,
South Andaman (India), Pin Code - 744 205.

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) declaration performs 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):

The bidder has to submit declaration in the attached Proforma on the letter head of the firm. Failing which, his bid will be rejected. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty debar the agency in participating the tenders of the Institute for one year.

#### 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- 022-27484000 or 27484118 / 4113. Queries can be also forwarded to email <a href="mailto:iig.incharge.em@iigm.res.in">iig.incharge.em@iigm.res.in</a>

#### 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 MPGO Port Blair 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 s 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 a foresaid 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. Incase if it is found that the rates offered are ambiguous, arbitrary the same are liable to be rejected.

The Technical Bid evaluated in event of same price quoted by the bidders. The marking for technical evaluation will be as under:

Sr.	Particulars	Max	Remarks
No.		Mark	
1	Financial Strength	30	For claim of
	Average annual turnover during the last 3 financial years.		marks a CA
	a. Turnover above Rs. 24.65 Lakh upto 75.00 lakhs		certificate with
	- 10 Marks		Balance sheet
	b. Turnover of more than 75.00 lakhs and up to		must be
	2.00 crore		furnished.
	- 20 Marks		
	c. Turnover more than 2.00 crore		
	- 30 Marks		

2	* Similar Work Experience  a. Firm possessing up to 5 years of relevant experience for works costing upto 1 Crore  - 30 Marks	60	For claim of marks a work completion certificate/work
	b. Firm possessing 5 to 8 years of relevant experience for works costing more than 3 Crore  - 40 Marks		order must be required from the employer.
	c. Firm possessing more than 8 years of relevant experience for works costing more than 5 crore  - 60 Marks		
	*Similar works means manpower deployment for		
	the work of "providing security & manpower		
	services" or execution of the same on item rate		
basis / plinth area basis as indicated in scope of			
	work of this tender document.		
3	Tenderer organization/company/firm holding ISO certification. ISO 9001:2008/2009 or 2010 ISO 22000:2005 (Certification is obtained / issued before the publication	10	For claim of marks the certificate issued to this effect must be
	of this tender)		required

In case the quoted prices are same, the bidder whose technical bid score is higher will be declared successful.

#### 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/Performa 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 reasonthereof.

#### 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.indemnity, force majeure, arbitraation

#### 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 T6
- 3. Bidders should provide copies of all the supporting documents asked in Eligibility Criteria of this tender document.
- 4. EMD declaration in the required Proforma is to be submitted by the agency on his letter head.

#### 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 security and manpower services with any Central, State, public undertakings, Autonomous Institutes /Private institutes of repute having campus area of about 2.5 acres approximately.
- 3. The bidder should have successfully completed similar works during latest last 5 years 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 security and 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 documents must be signed and sealed by bidders.
- 5. The firm should have an average financial turnover of minimum 24.65 lakhs during latest last 3 years. The firm should not have incurred any loss during the last two years.
- 6. The firm should furnish a certificate stating the average financial turnover duly certified by the Chartered Accountant along with the following documents for last three years:
- a. ITR Returns
- b. Tax Computation sheet
- c. Audited Financial Statement (Profit & Loss A/c, Income & Expenditure Statement, Balance Sheet)
  - 7. There should be no case pending with the police against the proprietor/firm/partner or the company/agency.
  - 8. Bidders have to submit the following 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 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. Valid Bank Solvency certificate of not less than Rs.9,86,000/- (Rupees Nine Lakhs Eighty Six Thousand Only) and not older than one year.
- j. Valid PSARA licence issued by the competent authorities.
  - 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.

Note: All the above documents are mandatorily required to be submitted along with the signed and sealed tender documents failing to comply with submission of any of the above documents the bids will be summarily rejected.

#### 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 eleventhhour.
- 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. 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.
- 5. The workmen and other persons to be engaged by the contractor for providing security & 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.
- 6. 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.

- 7. 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.
- 8. 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.
- 9. Sub-contracts: The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. The accountability and responsibility for maintaining secrecy of the data will be with the contractor.

- 15. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.

- 24. 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.
- 25. 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.
- 26. 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 Rules1971 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 contact arising out of the resultant non-execution of work.

**27.** 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, 02<sup>nd</sup> October Gandhi Jayanti and 01<sup>st</sup> May as Labour Day.

#### LABOUR RECORDS

The contactor 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 XIVI 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 contactor 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.

#### 28. 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 Security & 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 Security & 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 Security & 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 Security & 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 security & manpower deployed shall be deemed to be Contractor's employees for the purpose of the Shops & Establishments Act (respective 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 Security & 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 Security & 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 Security &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 Security &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) Security & 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 MPGO Port Blair.
- 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. 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.
- e) 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.
- f) The contractor shall deposit the wages of its security & manpower personnel in their account in any nationalized bank latest by 7th of following month.
- g) The contractor shall raise bills on 5th day of each month for the services rendered in the previous month duly certified by the OIC MPGO Port Blair. 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 Security & 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 Security & 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 Security & 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, Security &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.
- 1) 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 with in 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 Security & Manpower Agency will be paid on obtainingall relevant documents and complete in all respects to the Estate Management Section of IIG, H.Q. Navi Mumbai.

#### 3.6 Security Deposit

- a) The successful bidder will have to furnish Demand Draft / Bank Guarantee 3% 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

1. Details of Manpower personnel (Tentative numbering 7 Nos)

Sr. No.	Category	Nos.	JOB Description
1.	Unskilled MTS ( sweeping & cleaning and horticulture/Peon)	03 No	Campus Housekeeping and gardening and office work (Main office, Observatories, lab sites etc as instructed by OIC, MPGO, Port Blair)
2.	Guards without Arms	04 No	Providing security services at M.O. Port Blair

IMP. Note: The above is the tentative deployment of the manpower & security personnel. However, it may vary as per the requirement and at the sole discretion of the officer In-charge, M.O. Port Blair.

#### 3.9 Eligibility for Manpower

#### 1. Qualifications for MTS (Sweeper/Mali/Peon):

The candidate must possess three years' experience Sweeper / Mali/Peon. The candidate must not be less than 18 years and more than 45 years and should be physically fit to perform the duties. He should be able to read & write local/official language.

#### 2. Qualifications for Guards without Arms:

Must be from the complement of his permanent employees, should have passed minimum 10th standard and should be able to read and write official/local languages. He should have two years experience as a guard. He should be conversant with the duties of guard. The knowledge of fire fighting will be an added advantage. The candidate must not be less than 18 years and more than 45 years and should be physically fit to perform the duties.

#### GENERAL SCOPE OF WORK FOR HOUSEKEEPING AND COSMETIC MAINTENANCE

- 1. In brief the job function is to maintain the aesthetic looks in the MPGO Port Blair Premises (inside and outside premises of the buildings and the campus) by maintaining pleasant odor and cleanliness, keeping the building & the surrounding area under contract neat, clean & tidy every day keeping them in hygienic & sanitary conditions of high standard.
- 2. The morning shift of effective cleaning has to be ensured two hour, before the working hours of the Institute starts
- 3. The guidelines of cleaning process are as under –

#### **DAILY**

- 1. Proper sweeping & mopping of all floors in the building twice daily. Cleaning of walls, railings, corridors & lifts, entry roads of various buildings etc. covering the entire constructed areas, no betel stains or cob webs etc. should be visible anywhere.
- 2. Cleaning of main staircases at least three times. Cleaning entrance lobby area frequently.
- 3. Cleaning of Waste Paper Baskets, Sanitation Bin & Spittoon set & disposing of garbage /refuse as directed.
- 4. Dusting Office furniture, Almirahs, Cupboards, phones, Partition walls Doors Windows, Notice Boards, Flower Vases & other pieces of decoration etc.
- 5. Cleaning glasses of windows, doors, partitions etc.
- 6. Toilets & urinals including floors to be the cleaned regularly and continuously at every two hours throughout the day with phenyl and other disinfectants & porcelain fixtures to be cleaned with Vim. To provide Naphthalene balls, Toilet rolls & Liquid soapetc.
- 7. To spray space with room fresheners/perfume to maintain pleasant odor as & when required at cabins and the premises of the buildings.
- 8. Spray of Gammexine, Bleaching Powder & Finit/Hit or good insecticide on regular basis to prevent breeding of flies/mosquitoes, cockroaches, lizards and big ants all kinds of pests.
- 9. To attend & clean and remove chocking of drains including CI pipes, sanitary fixtures, manholes & sewer lines, whenever required for smooth functioning and as directed by Officer-in-charge.
- 10. To clean the vertical Marble & Mosaic surfaces wherever required or as instructed by the cosmetic supervisor / in-charge.
- 11. Thorough cleaning of rooms with, odorex, dettol / carbolic acid / disinfectant etc. as required and as directed by Care Taker / Officer-in-Charge.
- 12. Thorough cleaning of dirty passages, approach road, entrances of buildings.

#### WEEKLY

- 1. Cleaning of Carpets, Curtains, venation/vertical blinds, Phones and Electrical fittings on walls in room, passage, corridors in the building.
- 2. Cleaning of fans, tube-lights, false ceiling, walls etc.
- 3. Cleaning of lifts, false ceiling sheets, polishing of steel body.
- 4. Cleaning of terraces in all buildings.

#### **FORTNIGHTLY**

- 1. Cleaning of ceiling with electrical fitting & roofs.
- 2. Washing & Scrubbing of floor with automatic (as described earlier) machines with required cleaning material.

#### **MONTHLY**

- 1. Sweeping & cleaning of service ducts, Service Rooms all drainage pipes including those of toilets.
- 2. Cleaning of drains and machine lines connected from all types of building to the main drains and sewer line.
- 3. Washing of building from outside with prior permission from Officer-in-charge.
- 4. Carpet shampooing on quarterly basis.

- 5. Cleaning storm water drains & water pipes.
- 6. Cleaning of glazed façade/glazed curtain walls of auditorium and canteen building, guest house, hostel and main building by providing zoolah or any other means of access for cleaning.
- 7. Cleaning and washing the FRP shed roofs of corridor passage and parking roof s and floorings etc as may be directed.
- 8. Disposal of debris from the campus and cleaning the terraces of the buildings in the campus.

Cleaning of Institute's premises with the help of Single Disk Machine for shining, automatic scrubber driers, Vacuum cleaners, High pressure hot water jet cleaners or any other equipment or manually once a TWO week or as and when required as per directions of Officer In-charge. All the equipments related to this work including modern machines shall be arranged by the contractor at its own cost. Any other duty as advised by the Institute Authorities. The same shall also be binding on the contractor i.e. shifting of furniture's, materials, equipments, machines etc. Disposal of dead animals if any i.e. pigeons, reptiles etc.

The following machines/equipments (new)/ accessories/tools and equipments MPGO Port Blair campus is to be provided by Contractor under the contract at no extra cost for Housekeeping Services and minor civil maintenance by deputing contingent personnel as may be directed of the institute.

Sr. No.	Description	No. of Machines
1.	Vacuum Cleaners	1 Nos.
2.	Zoola and shidi (ladder) for cleaning the glazed facades	As per actual

# GENERAL SCOPE, SPECIFICATIONS FOR ANNUAL MAINTENANCE OF HORTICULTURE WORKS (GARDENS, TREES AND POTTED PLANTS)

#### 1. GENERAL

The work shall consist of maintaining the already established gardens including lawns, hedges, trees, flower beds, shrubberies, etc. by watering, hoeing, manuring, mowing, weeding, rolling, sweeping, etc. and keeping the gardens in perfect and lively condition and up to the standards stipulated by the Institute from time to time. The potted plants will also be maintained in good shape and condition at all the times. No escalation or price adjustment is applicable for this work.

The contractor shall provide and maintain all tools, lawn mowers, hose pipes, sprayers, dusters, rollers, insecticides, fungicides, fertilizers, accessories and any other tools, equipment, etc. required for satisfactory maintenance during the period of the contract. The contractor will be provided with open space at the site of work for storage of tools, equipment etc. and has to make his own security arrangements for storing the same.

The contractor shall carry out the work expeditiously, judiciously, economically and according to the instructions given to the satisfaction of the Officer-in- Charge.

The measurements of the work shall be taken in respect of the actual areas under the operation each time during the month of the period of contract. However, any increase or decrease of garden areas by 5% of the area to be maintained of the Schedule of Quantities will not affect the bill amount and therefore the strength of labours will not be varied.

#### 2. WATERING:

Water lines with suitable outlets for watering the gardens are provided to cover all area. The water shall be made available free of cost at the above outlets. The maintenance contractor shall draw water for watering of lawn, plants, trees, hedge, flower beds, shrubberies, potted plants and plants in plastic bags etc., every day during the prescribed hours. Care shall be taken to avoid excessive watering waste of water and damage to the tender plants and flower beds. At places where garden water supply outlets are not provided, the contractor shall make his own arrangement to pump out the water from the nearby wells and carry water to required sites with hose pipes / tankers etc. at his own cost.

#### 3. LAWN MOVING:

The lawns provided on different, slopes and areas are to be periodically mowed by lawn mowers or grass cutting scissors as instructed by the Nodal Officer or his authorized representative. The mowing shall be done evenly and smoothly to the satisfaction of Nodal Officer or his authorized representative.

All unwanted plants out of place are to be weeded out along with roots. Allthe weeds hidden under grass or otherwise shall be removed to ensure that no more weeds are left which may come up within a fortnight of the weeding. All to the satisfaction of the Nodal Officer or his authorized representative.

#### 4. TRIMMING OF HEDGES:

The hedges should be trimmed periodically and maintained in good shape as per instructions of Officer-in-Charge or his authorized representative.

#### 5. HOEING:

The soil near the plants shall have to be loosened, by breaking the clods, removing unwanted vegetation, dressing up the areas to the required slopes and shapes as per instruction of Officer-in-Charge or his authorized representative.

#### 6. APPLICATION OF FERTILIZERS:

The contractor shall supply and apply the fertilizers to the lawns, shrubs, trees, flower beds etc. as per dose recommended by the Officer-in-Charge or his authorized representative as per the site requirement during contract period. Name of the fertilizers shall be informed to the contractor by Officer-in-Charge. No extra payment shall be made for application of the same.

#### 7. FLOWER BEDS:

The contractor shall execute the approved plan of planting and maintaining seasonal flowerbeds as directed by the Nodal Officer or his authorized representative. Once the season is over the beds should be replanted with new seasonal plants after cleaning the bed. All as instructed by the Officer-in-Charge or his authorized representative.

#### **8. TAKING CARE OF PLANTS:**

The contractor shall take care of the plants, flowers, lawns, hedges, trees and all other garden features in the areas to keep them free from insects, pests, and diseases. The contractor shall protect the plants from the diseases, attack of insects, pests by application of the effective available methods of eradication of such diseases. The contractor shall carry out any change in design of the gardens or replacement of the dead plant without any extra cost. All unwanted plants, mowed grass and dry leaves, etc. are to be removed and dumped in the place provided for the purpose at the sites shown by the Nodal Officer or his authorized representative beyond 200 Meters from buildings. The unwanted branches of shrubs, trees etc. should be clipped removed and disposed off as and when instructed by the Officer-in-Charge or his authorized representative.

#### 9. ROLLING:

The contractor shall ensure that rolling over the lawns periodically by hand driven roller of about 500 kg weight as directed by the Nodal Officer or his authorized representative.

No extra cost will be paid by the Institute for rolling the lawn.

## 10. SUPPLY OF SEASONAL FLOWER SEEDS, INSECTICIDES AND FUNGICIDES:

Contractor has to supply packed flower seeds, insecticides and fungicides as per site requirement during the contractual period. Quantity of flower seeds, insecticides, fungicides shall be decided by Officer-in-Charge.

#### 11. DISPOSAL:

All excavated materials; rubbish generated from lawn and garden and from any other sources viz. office and site etc. shall be disposed off on the same day by manual labour within 200 meters distance from work site.

#### 12. MAINTENANCE OF PERMANENT FIXTURES:

Paths, garden water drains, manhole covers or drain slab covers and any other permanent fixtures forming a part of the garden areas will be considered as part of gardens and will not be deducted from the garden areas for the purpose of payment. The contractor has to keep these permanent fixtures neat and clean by sweeping, removing any vegetation growing on them and washing them with water to keep them clean, so as not to spoil the general appearance of the garden areas.

#### 13. MAINTENANCE OF POTTED PLANTS:

The contractor will maintain the potted plants by watering, weeding, hoeing, cleaning of pots and will replace the plants kept indoor or outdoor at different floors timely and apply soil and manure (will be taken from the supply of relevant items), fertilizers and insecticides and fungicides as directed by the Officer-in- Charge or his authorized representative.

#### 14. PREPARATION AND MAINTENANCE OF NEW PLANTS:

The contractor will propagate the plants from the existing available plants in the garden in plastic bags of U.V. resistance plastic and maintain them during the period of contract or till they are utilized by the Institute, all as directed by the Officer-in-Charge or his authorized representative.

**15.** Electricity required to use the equipments run on power i.e. lawn mowers, sprayers, extra pumps etc. will be provided by the Institute free of cost. The contractor has to make his own arrangement to draw the electricity from the Institute's electricity points.

#### 16. Propagation of plants:

The contractor will have to carry out propagation of plants as and when asked for by the Officer-officer-In charge / the Horticulture consultant. The contractor shall ensure hygienic atmosphere and maintain clean environment in the Institute premises as per schedule and description.

#### 17. Identity:

The Security Guard/Supervisor who may be engaged by Security Agency from time to time must carry the photo identity card, which shall have to be issued to him for the said purpose. The identity card should be worn by each security guard/supervisor on their uniform which shall in turn give details regarding their full name, age, identity marks, signatures of the bearer and also of the issuing authority and seal. A duplicate copy of each identity card should be made available to M.O. Port Blair, in advance. Present and permanent addressees of all security personnel including security supervisor should be made available to the M. before their deployment.

#### 18. Special Assignment:

The Security Guard/Supervisor should carry out any specific task as may be assigned to them by IIG, from time to time in the interest of the security of the premises, any unauthorized activity may be objected and should be brought to the notice of the higher authorities in writing. Security Supervisor should collect information on security matters and brief the M.P.G.O. Port Blair immediately depending upon gravity of the situation.

19. For any matter requiring police complaint/assistance, prior permission should be taken from office of the OIC., M.P.G.O. Port Blair. Liaison with police is to be maintained for detection of theft cases, law and order problems, etc. of the Centre.

**20.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 Security & Manpower, machinery and equipment at the required time shall be arranged by the agency at no extra cost to the Institute.

#### **21.**Character verification and antecedents:

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.

The security & 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.

- 22. Liaison: A responsible person of the Agency should liase on its behalf with the OIC MPGO Port Blair, of the Institute, at least once a week or whenever called for.
- 23.Removal of staff labour: The Security & 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 MPGO Port Blair, and shall make immediate alternative arrangement to provide substitution for carrying out his obligations undertaken under this contract.
- 24. Duty checking: The Security & Manpower Agency's staff/labours would be liable to be checked by the MPGO Port Blair on and any other Officer of this Institute. The contractor should follow the instructions given by the MPGO Port Blair.

25.Liability: Loss or damage to any material/property either through theft or otherwise due to negligence of its employees shall be made by Security &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 Security & Manpower Agency to pay the costs of such missing/damaged material/property as and when circumstances arise.

26.Assignment: The Security & Manpower Agency shall not assign or transfer this contract or part thereof to anyone.

- 27. 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 condition 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 Security &Manpower Agency except wage revision of the Workers as may be notified by appropriate authorities. The Security &Manpower Agency shall ensure that he pays the minimum wages in force and as prescribed by the competent authorities, The Security &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.
- 28. The Security &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 Security &Manpower Agency for which payment will be made on pro-rata basis.
- 29. The Security &Manpower Agency and its persons employed by him at IIG have no camping right whatsoever in the Institute's premises.
- 30. The staff provided by the Security & Manpower Agency should be employees of the Security & Manpower Agency and all disputes between the Security & Manpower Agency and the security & manpower staff shall be resolved by the Security & Manpower Agency and shall have no bearing on IIG. The Security & Manpower Agency should indemnify any claim, title in debt, cost, damage, compensation in respect of its employees posted on MPGO Port Blair premises.
- 31. 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 Security &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.
- 32. 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:
Ind	, min. Co-ordinator ian Institute of Geomagnetism vi Mumbai		
	e: Acceptance of terms and condituder No.	tions of Tender	
Dea	ar Sir/Madam,		
	acknowledged, we, undersigned	l, offer to bid for the conformity with the	and specifications which is hereby duly work of providing Security and Manpower eschedule of works, conditions of contract
2.		-	ecute the work/ services in accordance ons stipulated in the tender document.
3.	If our Bid is accepted, we will	submit the Security of	leposit @ 3% of the contract value.
4.		-	ays from the date of Bid opening and it at any time before the expiration of that
5.	We understand that you are no	ot bound to accept the	e lowest or any bid, you may receive.
6.	We have enclosed herewith an I	EMD Declaration For	n.
7.	DD for a sum of Rs.		towards EMD.
Naı Dat	ID particulars me of the Bank: Branch: ed thisday of nature of Authorized Signatory	•	dated

# 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 : Declaration form (YES/NO)	Declaration form (YES/NO) OR
		DD No.
		Date
		Drawn on Bank
12	Proof of financial status in form of balance sheet	For Rs.
12	for the last three years	
13	Documentary evidences for having	
13	registration/exemption if any, issued by the	
	Appropriate Authorities of respective state,	
	in respect of engagement of Private	
	Security Guards/Manpower	
	Security Quarus/manpower	

from whom credentials of the agencies can be verified  Have you/your representative physically inspected	
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	
24.65 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 Security and 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	Amount	Experience certificate for the	
	with address,	Contract	period	
	telephone and FAX	(Rs. lakhs)	from and to	
	numbers		From	То
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)

Ι	(name of the contractor/agency) hereby
declare compliance towards co	onditions of the EPF and Misc provisions Act 1952 and authorize IIG
to recover any payment that a	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.	EMD Declaration form OR MSME / NSIC Certificate						
2.	Whether all the Pages of the tender documents are stamped and signed & properly tagged with all documents?						
3.	Registration under Shop and Establishment act/any proprietary ship documents / MSME / NSIC Certificate						
4	Self Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.						
5.	Self Attested copy of PAN card.						
6.	Self Attested copy of GST certificate.						
7.	Self Attested copy of EPF certificate.						
8.	Self Attested copy of ESI certificate.						
9.	Registration with Govt. Labour Department under contract labour act, if applicable						
10.	Valid PSARA Licence issued by the Competent Authority						
11.	Valid Bank Solvency Certificate for Rs. 9.86 Lakhs (not less than one year)						
12.	Latest last three years:  a. ITR Returns  b. Tax Computation sheet  c. Audited Financial Statement (P&L A/c, Income & Expenditure Statement, Balance Sheet)						
13.	Annual average financial turnover of Rs. 24.65 lakhs during last three years (Duly certified copy of Chartered Accountant)						
14.	Experience / Performance certificate during last five years						
15.	Annexures from T1 to T6						

## **Performa for Earnest Money Deposit Declaration**

Whereas, I/we
work)
I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.
If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.
OR
It, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents.
I/we shall be suspended for one year and shall not be eligible to bid for IIG tenders from date of issue of suspension order.
Signature of the contractor(s)

#### Financial Bid for providing Security and Manpower services at MPGO, Port Blair.

	Classification - B	on Area			
	Organisational Catergory- Classification area - B	Sweeping and Cleaning	Watch and Ward		
	Labours	Unskilled MTS (sweeping & Cleaning/Peon)	Security Guards without Arm		
О	Nos. of Labours Required	3.00	4.00		
A	Basic (Per day)	437.00	579.00		
В	VDA / special allowance (Per day)	102.00	135.00		
С	Basic + VDA per days (A+B)	539.00	714.00		
D	***Add profit , overheads /service charges, tools & plants and sundries etc% of C				
Е	Add for PF-13% of C	70.07	92.82		
F	Add for ESIC	NA	NA		
G	Add for bonus-8.33% of C	44.89	59.47		
Н	Total of Basic+VDA per day + Add profit+ PF+ESIC+Bonus (C+D+E+F+G)				
I	Estimated cost per month per labour (H x 26 days for manpower [Unskilled MTS (S & C)/ Peon] & 30 days for Guard)				
J	Estimated Cost for respective nos. of labours per month (I x O)				
K	Cost of Labour per annum (12 x J)				
L	GST 18% on K				
M	Total Cost = K + L				
	Total Cost of The Contract- Rs. (Per Annum)				

Total cost of the contract in words Rs.	
_	

#### **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. 1/16(1)/2021- LS- II dated 23.04.2021. 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/only Security/only manpower, the bid shall be treated as unresponsive and will be rejected.
- 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 o	f (	Month)
		(year)			bety	veen	M/S			
					h	erein afte	r called	"The	Con	tractor"
(which expres	ssion sh	all unless exc	cluded by	y or re	pugnant to	the conto	ext, incl	lude its	suc	cessors,
heir, executor	s, admir	nistrative repre	esentative	e and as	ssignee) of	the one p	art & A	dmin. Co	o-or	dinator,
Indian Institut	te of Ge	eomagnetism,	New Pa	nvel, N	lavi Muml	bai – 4102	218, here	ein after	refe	erred to
as the IIG, of	other pa	art.								
	Where	as the contra	ctor has	offere	d to enter	into cont	ract wit	h the sa	aid	IIG for
providing Sec	curity a	and Manpowe	er at MP	GO P	ort Blair,	on the te	rms and	d conditi	ions	herein
contained and	the rate	es approved by	v IIG (At	the rat	es Rs		per	month i	nclı	usive of

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

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.

- 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 seals the day, year Above written:		ave here into set their respectiv	ve hands and
(	)	(	)
Signature on behalf	of IIG	Signature on behalf of Co	ontractor
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,	
Admin. Co-ordinator	
Indian Institute of Geomagnetism	
Navi Mumbai	
Sub: Authorisation for attending the office	ce on(date) in the Tender of
Following person is authorised to atten of(Bidder).	nd the office for the tender mentioned above on behalf
Name of the Representative	Specimen Signature
1	
Signature of the Bidder	
(Maximum one representative will be p	permitted to attend the office. Permission for entry
	thorization as prescribed above is not received.)