

ADVERTISEMENT

भारत सरकार, अंतरिक्ष विभाग/ Govt of India, Dept of Space
 भारत अंतरिक्ष अनुसंधान संगठन/ Indian Space Research Organisation
 भारतीय सुदूर संवेदन संस्थान/ Indian Institute of Remote Sensing
 4, कालीदास रोड, देहरादून- 248001 / 4, Kalidas Road Dehradun- 248001
 उत्तराखण्ड/ Uttarakhand
 दूरभाष/ Ph: 0135-2524318/ 4317, फैक्स/ Fax: 0135-2748041 ई-मेल/ E-mail: pns@iirs.gov.in

निविदा आमंत्रण सूचना/ Notice Inviting Tender

भारत के राष्ट्रपति की ओर से भारतीय सुदूर संवेदन संस्थान, देहरादून द्वारा निम्नलिखित के लिए दो भागों में मोहरबंद जोलियाँ आमंत्रित की जाती हैं।
 On behalf of President of India, Indian Institute of Remote Sensing, Dehradun invites Two Part sealed tender for the following:

क्र. सं. Sl. No.	निविदा सं. / Tender No.	विवरण /Description	मात्रा/ Qty
1	जी.आई.डी.आई. 2016000271-01 /GIDI 201600027101	भारतीय सुदूर संवेदन संस्थान, देहरादून परिसर एवं भारतीय सुदूर संवेदन संस्थान आवासीय कॉलोनी हेतु सुरक्षाकर्मों प्रदान करने के लिए 01 वर्ष का कार्य अनुबंध। (विस्तृत विवरण/ बिनिदेश, निर्बंधन एवं शर्तें निविदा प्रलेखानुसार) / Work Contract for providing Security Guards at IIRS Campus and IIRS Colony for a period of 1 year. (Detailed Specifications, Terms & Conditions as per tender documents)	01 कार्य/01 Jov.
निविदा शुल्क/ Tender Fee		₹ 573/- (निविदा शुल्क ₹ 500+ मूल्य वर्धित कर 14.5 प्रतिशत की दर से/ ₹ 500 Tender Fee + VAT@14.5%)	
निविदा प्रारूप जारी करने की तिथि/ Starting date for issue of tender Forms		05.01.2017 से /From 05.01.2017	
निविदा प्रारूप जारी करने की अंतिम तिथि/ Last date for issue of tender Forms		21.02.2017, 12:00 बजे तक /upto 12:00 hrs	
निविदा स्वीकृति की नियत तिथि/ Due date for Receipt of tender		21.02.2017, 14:00 बजे तक /upto 14:00 hrs	
तकनीकी बोलियाँ खोलने की तिथि/ date of opening of Techno-commercial Bids		21.02.2017, 15:30 बजे /15:30 hrs	

निविदा प्रपत्र किसी भी अनुसूचित बैंक से देहरादून में भुगतान योग्य, वेतन एंव लेखा अधिकारी, आई. आई. आर. एस. के पक्ष में जारी ₹ 573/- का डी.डी. बना करके क्रय एवं भंडार अनुभाग, आई. आई. आर. एस. से किसी भी कार्यदिन में प्राप्त कर सकते हैं अथवा www.iirs.gov.in से डाउनलोड कर सकते हैं। यदि निविदा दस्तावेज वेबसाइट से डाउनलोड किया गया है, तो ₹ 573/- का डी.डी. जो वेतन एवं लेखा अधिकारी, आई. आई. आर. एस., देहरादून के पक्ष में देय हो, बोली के साथ अवश्य संलग्न करें।
 Tender forms can be purchased from Purchase & Stores Section, IIRS on all working days on payment of ₹ 573/- in the form of DD drawn in favour of Pay & Accounts officer, IIRS Dehradun payable at Dehradun or can be downloaded from www.iirs.gov.in. When tender forms are downloaded, DD for ₹ 573/- drawn in favour of Pay & Accounts officer, IIRS Payable at Dehradun shall be attached with tender document.

निदेशक/Director

AMAR UJALA (HINDI), DATED : 05/01/2017

THE HINDU (ENGLISH), DATED: 05/01/2017

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
INDIAN INSTITUTE OF REMOTE SENSING
IIRS
DEHRADUN
PURCHASE & STORES
INVITATION TO TENDER

Ph No: 0135 - 2524317, 4318
Fax 0135 - 2748041
Email: pns@iirs.gov.in

Date :05/01/2017

M/s

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Our Ref No : GIDI 2016-000271-01

Tender Due: 14:00 Hrs ISTon 21/02/2017

Opening : 15:30 Hrs ISTon 21/02/2017

Dear Sirs,

Please submit your sealed quotation , in the Tender Form enclosed here along with the descriptive catalogues / pamphlets / literature ,superscribed with Our Ref.No. and Due Date for the supply of the following items as per the terms & conditions mentioned in Annexure(Form No:)

S.No.	Description of Items with Specifications	Unit	Quantity
1	Work Contract for providing Security Services at IIRS Campus and IIRS Colony round the clock for a period of 1 year (Description of work and the terms and conditions as per attached Annexure)	Job.	1

DELIVERY AT: IIRS

MODE OF DESPATCH DOOR DLVRY

DUTY EXEMPTIONS

SPECIAL INSTRUCTIONS NIL

SPECIFIC TERMS

NOTE :

- (1) Special Terms & Conditions – Annexure-I
- (2) Commercial Bid – Annexure – II
- (3) Security Contract (Two Part Bid System – Techno Commercial) – Annexure – III
- (4) Checklist for Technical Bid and Evaluation - Annexure – IV
- (5) Terms & Conditions of the Contract – Annexure – V



ASHA CHANDRAN L
PURS. & STORES OFFICER
For and on behalf of the President of India
The Purchaser

GOVERNMENT OF INDIA
DEPT. OF SPACE, GOVT. OF INDIA
INDIAN SPACE RESEARCH ORGANISATION
INDIAN INSTITUTE OF REMOTE SENSING
No.4, KALIDAS ROAD, P.B.NO.135, DEHRADUN-248001

PURCHASE DEPARTMENT

NO.IIRS/P&S/GIDI-2016000271-01/PT-07/16-17

Dated : 05.01.2017

SPECIAL TERMS AND CONDITIONS FOR SUBMITTING TWO PART BID

1. This is a two part tender viz., Techno-Commercial Bid (consisting of Technical Specifications, Commercial terms & condition etc.) and Price Bid. Hence, quotation should be submitted in separate sealed covers super-scribing "Tender No. **GIDI-2016000271-01/PT-07/16-17, Due on 21.02.2017 at 14:00 hrs.** (Techno Commercial Bid) and Tender No. **GIDI-2016000271-01/PT-07/16-17, Due on 21.02.2017 (Price Bid) at 14:00 hrs.**
2. Both the sealed tenders (Techno commercial & Price bid) should be kept in one big cover super scribing **Tender for Providing Security Services at IIRS Campus etc.** against Enquiry No. **GIDI-2016000271-01/PT-07/16-17, Due on 21.02.2017 at 14:00 hrs.** and put in the Tender Box available in Purchase Division, IIRS or send by post within the due date and time prescribed.
3. Only Techno Commercial bid will be opened on the date of tender opening. The price Bids of those tenderers whose Techno Commercial Bids are found to be meeting our specifications / requirements will be opened in the presence of attending tenderers at the date and time to be notified later.
4. The Techno-Commercial Bid should have technical & commercial details only. No price should be quoted in the Techno-Commercial Bid.
5. Tender form can be purchased from Purchase & Stores Section, IIRS, Dehradun on all working days on payment of **Rs.573/- (Rs.500 + VAT@14.5%)** drawn in the form of Demand Draft in favour of Pay & Accounts Officer, IIRS payable at Dehradun through a request or Tenderer can download the tender documents from the website (www.iirs.gov.in) When Tender form is downloaded DD for **Rs. 573/- (Rs.500 + VAT@14.5%)** drawn in favour of Pay & Accounts Officer, IIRS payable at Dehradun shall be attached along with the technical bid.
6. Late & Delayed Tenders will not be acceptable.
7. Fax/e-mail offers shall not be considered.
8. All the pages of your offer should be signed/initialled by competent authority and affixed with your company's seal.
9. EMD of **Rs. 1,30,000/-** to be submitted along with the quotation in the form of Crossed Demand Draft drawn on any Nationalized / scheduled bank in favour of Pay & Accounts Officer, IIRS, payable at Dehradun Quotation received without EMD will not be considered. The EMD of unsuccessful bidder will be returned after finalization of order.


Purchase & Stores Officer

आशा चन्द्रन एल / Asha Chandran L.
क्रय एवं भण्डार अधिकारी / Purchase & Stores Officer
भारतीय सुदूर संवेदन संस्थान / Indian Institute of Remote Sensing
भारतीय अन्तरिक्ष अनुसंधान संगठन / Indian Space Research Organisation
अन्तरिक्ष विभाग, भारत सरकार / Department of Space, Govt. of India
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PURCHASE DEPARTMENT

NO.IIRS/P&S/GIDI-2016000271-01/PT-07/16-17

Dated : 05.01.2017

COMMERCIAL BID
NATURE OF WORK SECURITY ARRANGEMENTS
(FOR A PERIOD OF 01 YEAR FROM THE DATE OF PLACEMENT OF ORDER / NOTICE TO PROCEED)

S. No.	Details of Claim	Security Guard (Watch and Ward) Male /Female without arms	Security Guard (Watch and Ward) Male with arms
01.	Minimum Basic wage + VDA payable to the worker per day as per the Minimum Wages Act, 1948 of Govt. of India.	Rs. 353/-per day	Rs. 414/-per day
02.	ESI Contribution @ 4.75% per month (Employer's)	4.75%	4.75%
03.	EPF Contribution @13.36% per month (Employer's)	13.36%	13.36%
04.	Contractor's Administrative/Service Charges in Rupees (per person per day) (In figures and in words)	To be Quoted	
05.	Service Tax as applicable (Present S.T. @15%)	15%	15%
	Grand Total		

Note:

- As per the prevailing minimum wages for Watch & Ward Services Notified by the Chief Labour Commissioner Centre Dehradun vide Notification No.1/43/(7)/2016-LS-II, Dated: 30.09.2016. The minimum wages for Watch & Ward (without arms) Rs.353/- & wages for Watch & Ward (with arms) Rs.414/- .
- Contractor's Administrative/Service Charges **in Rupees** (per person per day) (In figures and in words) should include all the other expenses that are to be borne by the contractor such as uniform and other security accessories.
- Due care must be taken by the entities participating while quoting the Contractor's administrative / Service charges keeping in mind that TDS amounting to 2%.


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भारतीय सुदूर संवेदन संस्थान / Indian Institute of Remote Sensing
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अन्तरिक्ष विभाग, भारत सरकार / Department of Space, Govt. of India
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PURCHASE DEPARTMENT

NO.IIRS/P&S/GIDI-2016000271-01/PT-07/16-17

Dated : 05.01.2017

Security Contract (Two Part Bid System –Techno Commercial)

I. Technical Terms and Conditions:

- i.) No contractor/agency will be allowed to participate in tender process, if they have not registered under Private Security Agencies Act, 2005 and if any case is pending against them in any statutory organization like Regional EPF Commissioner, Dy. CLC (Central), Tax Authorities etc., such tenders will be rejected
- ii.) The Bidder should have the Registered / Branch Office in Dehradun.
- iii.) All security agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs.Twenty Five Lakh during the last three financial years in the books of accounts.
- iv.) To qualify for award of the contract, each Bidder in its name should have minimum of three years of experience similar works not before 2012-2013 in Government Departments / Central Government or State Government Autonomous Institutions/Universities/Public Sector Undertakings or Public Sector Banks or Local Bodies/Municipalities having experience of providing Security of minimum 30 employees during the preceding three years viz. 2012-13 to 2015-16. **Experience of supply of personnel towards House-keeping, Landscaping is not considered.**
- v.) Copies of Satisfactory Performance certificates from three Principal Employers during the recent past and not before 2012-2013, copies of work orders and completion certificates should be submitted as supporting documents along with the tender. Work orders cannot be considered as proof of experience.
- vi.) The turnover of the agency towards Supply of man power shall not be less than Rs.25 Lakh and shall demonstrate proof of experience of Supply of man power for Security Services for the preceding three years viz. 2012-13 to 2015-16. A certificate in original from a Chartered Accountant on the turn over for Supply of man power for the reference years should be submitted.
- vii.) Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as Agreement to the Terms and Conditions of the Contract.
- viii.) The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- ix.) (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/partnership.
(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;
(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- x.) The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- xi.) Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.
- xii.) Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- xiii.) Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the Indian Institute of Remote Sensing (IIRS) subsequently finds to the contrary, the

IIRS, Dehradun reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

2. Mandatory Documents to be furnished along with the Bid Document:

- i. One self-attested recent passport size photograph of the Authorized person of the firm/agency/company with name, designation, address and office telephone number of Directors/Partners also.
- ii. Certificate / Letter with name of the authority who has issued Registration certificate under Private Security Agencies (Regulations) Act 2005. Original date of issue of certificate; Date of Validity (Should be valid as on date of opening of Technical bid)
- iii. Must be registered with Labour Dept., under relevant category since last five years and self-attested copy of Registration Certificate under Contract Labour Act (R&A), 1970.
- iv. The agency should be a licensee as an outsourcing man power supply agency with the **Office of the Dy. Chief Labour Commissioner (Central), Dehradun** since last five years.
- v. Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) on Agreement to the Terms and Conditions of the Contract.
- vi. Demand Draft towards E.M.D for Rs. 1.30 Lakhs.
- vii. Demand Draft towards Tender Cost for Rs.573/-
- viii. Self-attested copy of valid registration with ESI & date of issue of certificate with Date of Validity (Should be valid as on date of opening of Technical bid)
- ix. Self-attested copy of valid registration with EPF & date of issue of certificate with Date of Validity (Should be valid as on date of opening of Technical bid)
- x. Valid registration with EPF since last five years and proof of payment of E.P.F since last year along with the names and challan (First & last pages of challan for employees not less than in number specified in this tender) for the year 2015-16
- xi. Valid registration with ESI since last five years and Proof of Payment of E.S.I. since last year along with the names and challan (First & last pages of challan for employees not less than in number specified in this tender) for the year 2015-16
- xii. Proof of filing of Electronic Challan cum Returns (ECR) for the current/ latest year.
- xiii. Self-attested copy of valid PAN Card
- xiv. Should be income tax payee for the last five years and proof of payment of Income Tax since last five years along with the Income Tax Returns / Sarals / ITR forms and Income Tax clearance certificates
- xv. Valid registration of Service Tax & date of issue of certificate with validity
- xvi. Self-Attested copy of Service Tax Registration number
- xvii. Proof of Payment of Service Tax since last three years along with the Service Tax Returns and Service Tax clearance certificates
- xviii. Proof of experience from any State/ Central department for supply of man power at least for the last three years.
- xix. Proof of Annual Turnover of the company which should be at least 25 lakh for the last three years. A certificate in original duly issued by a Chartered Accountant to be attached
- xx. The bidders shall furnish the information with regard to the existing commitments with copies of Satisfactory Performance certificates from three Principal Employers during the recent past and not before 2012-13 proofs.
- xxi. An undertaking (self-certificate) that the agency hasn't been blacklisted by a Central / State Government institution and there has been no litigation history with any government department
- xxii. The bidders should produce Articles of Association (in case of registered firms), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).
- xxiii. Proof of the Registered office of the tenderer having at least one branch office at Dehradun
- xxiv. List of Present Clientele with contact address & telephone numbers
- xxv. Self-declaration on litigation history i.e. cases pending against contractor in any statutory organizations like EPF and Labour Commission etc.
(IIRS, Dehradun reserves the right not to consider the offer of those bidders whose service against any other contract has been found unsatisfactory and penalty has been imposed.

3. ONE BID PER BIDDER:-

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 participate in more than one bid, the bids are liable to be rejected.

4. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the IIRS, Dehradun will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

5. VISIT TO IIRS:-

The bidder is advised to visit this office on working days and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to this office and is aware of the operational conditions prior to the submission of the tender documents.


Purchase & Stores Officer

आशा चन्द्रन एल / Asha Chandran L

क्रय एवं भण्डार अधिकारी / Purchase & Stores Officer

भारतीय सूदूर संवेदन संस्थान / Indian Institute of Remote Sensing

भारतीय अन्तरीक्ष अनुसंधान संगठन / Indian Space Research Organisation

अन्तरीक्ष विभाग, भारत सरकार / Department of Space, Govt. of India

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PURCHASE DEPARTMENT

NO.IIRS/P&S/GIDI-2016000271-01/PT-07/16-17

Dated : 05.01.2017

CHECKLIST FOR TECHNICAL BID AND EVALUATION		
S.No	Details of the Eligibility Criteria	Page No. at which document is attached
i.	One self-attested recent passport size photograph of the Authorized person of the firm/agency/company with name, designation, address and office telephone number of Directors/Partners also.	
ii.	Name of the authority who has issued Registration certificate under Private Security Agencies (Regulations) Act 2005.	
	Original date of issue of certificate	
	Date of Validity (Should be valid as on date of opening of Technical bid)	
iii.	Copy of license as an outsourcing man power supply agency with the Office of the Dy. Chief Labour Commissioner (Central), Dehradun since last five years.	
iv.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as Agreement to the Terms and Conditions of the Contract	
v.	Self-attested copy of Registration Certificate under Contract Labour Act (R&A), 1970 (Must be registered with Labour Dept., under relevant category since last five years)	
vi.	Demand Draft towards E.M.D for Rs. 1.30 Lakhs.	
vii.	Demand Draft towards Tender Cost for Rs. 573/-	
viii.	Self-attested copy of valid registration with ESI & date of issue of certificate	
	Date of Validity (Should be valid as on date of opening of Technical bid)	
ix.	Self-attested copy of valid registration with EPF & date of issue of certificate	
	Date of Validity (Should be valid as on date of opening of Technical bid)	
x.	Proof of Payment of E.P.F since last year along with the names and challan (First & last pages of challan for employees not less than in number specified in this tender) for the year 2015-16 . Valid registration with EPF since last five years	
xi.	Proof of Payment of E.S.I. since last year along with the names and challan (First & last pages of challan for employees not less than in number specified in this tender) for the year 2015-16. Valid registration with ESI since last five years	
xii.	Proof of filing of Electronic Challan cum Returns (ECR) for the current/ latest year.	
xiii.	Self-attested copy of valid PAN Card	
xiv.	Proof of Payment of Income Tax since last five years along with the Income Tax Returns / Sarals / ITR forms and Income Tax clearance certificates	
xv.	Valid registration of Service Tax & date of issue of certificate with validity	
xvi.	Self-Attested copy of Service Tax Registration number	
xvii.	Proof of Payment of Service Tax since last three years along with the Service Tax Returns and Service Tax clearance certificates	
xviii.	Proof of experience from any State/ Central department for supply of man power at least for the last three years and fulfilling the criteria as in para 5 .	
xix.	Proof of Annual Turnover of the company which should be at least twenty five lakh for the last three years. A certificate in original duly issued by a Chartered Accountant to be attached	
xx.	The bidders shall furnish the information with regard to the existing commitments with proofs with copies of Satisfactory Performance certificates from three Principal Employers during the recent past and not beyond 2010-11 as proofs.	
xxi.	An undertaking (self-certificate) that the agency hasn't been blacklisted by a Central / State Government institution and there has been no litigation history with any government department	
xxii.	The bidders should produce Articles of Association (in case of registered firms), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).	

xxiii.	Proof of the Registered office of the tenderer having at least one branch office at Dehradun.	
xxiv.	List of Present Clientele with contact address and telephone numbers	
xxv.	Self-declaration on litigation history i.e. cases pending against contractor in any statutory organizations like EPF and Labour Commission etc. (IIRS, Dehradun reserves the right not to consider the offer of those bidders whose service against any other contract has been found unsatisfactory and penalty has been imposed)	



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PURCHASE DEPARTMENT

NO.IIRS/P&S/GIDI-2016000271-01/PT-07/16-17

Dated : 05.01.2017

TERMS AND CONDITIONS OF THE CONTRACT

(A) Scope of Work of the Contractor (Details of Manpower Required)

- i.) The contract is to provide security services at IIRS Campus located at 4 Kalidas Road, Dehradun and staff quarters located at IIRS Colony, Near Guru Ram Rai School, Kalidas Road, Dehradun and the required work force and its specifications are given as under:

S. No.	Specification(s)	Quantity (Units/Person)/Shift/Day Indicative only and the actual may vary		
		Guards	Shifts(B)	Total—A x B
01.	Security Guard (Watch and Ward) Male without arms	09	3	27
02.	Security Guard (Watch and Ward) Female without arms	01	02	02
03.	Security Guard (Watch and Ward) Male With firearms	02	3	06
Total Security Personnel (Per day for all the Shifts i.e 24 Hrs per day)				35

- ii.) The eight hours shift generally will be from 06.00 hrs. to 14.00 hrs., 14.00 hrs. to 22.00 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the Institute of Remote Sensing, (IIRS), Dehradun from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Institute of Remote Sensing, (IIRS), Dehradun for double duty, if any.
- iii.) The number of security manpower may vary i.e. it may increase or decrease depending on the requirement. In case, of additional security guards are required the contractor must be able to provide the additional manpower to IIRS on the same terms and conditions that are laid in this terms and condition(s) document.

(B) Duration of Contract:-

- i.) The contract period is Twelve months from the date of the notice to proceed (as mentioned in Notice to Proceed as defined in para L of terms and conditions of the contract.).
- ii.) The period is extendable for One more years on the same terms & conditions if agreed mutually.
- iii.) The services are required all days in a year, including Sundays & Public holidays. The agency shall provide suitable replacements as mentioned in succeeding points to provide for leave, weekly off etc and shall ensure that the prescribed numbers of Security Guards are always available at the work- site.
- iv.) IIRS/ISRO/DOS reserves the right to reject any or all bids without assigning any reason whatsoever.
- v.) IIRS, Dehradun reserves the right to terminate the contract at any time & without assigning any reason, by giving a clear one month's notice to the Contractor.

(C) Security Deposit:-

- i.) The Successful Contractor shall submit security deposit @ 10% of Annual Value of Contract with IIRS throughout the duration of contract. The Security Deposit shall not carry any interest and shall be returned after due completion of all contractual obligations.
- ii.) The Security Deposit is payable by way of crossed DD drawn in favour of Accounts Officer, IIRS payable at Dehradun (for the balance amount after adjusting the EMD paid), within a period of one month from the date of award of contract.

- iii.) In the event of breach of any of the terms and conditions of the Contract, IIRS shall have (without prejudice to other rights and remedies) the right to terminate the contract forthwith and/ or to forfeit the entire or part of the amount of Security Deposit.
- iv.) Security Deposit shall be forfeited if the contractor withdraws his services at any stage before completion of the stipulate period of contract.

(D) ESI /EPF/Labour Act/Workmen's Compensation Act/Minimum Wages Act:-

- i.) For all intents and purpose, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of the workforce deployed by him.
- ii.) The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's compensation Act, etc.
- iii.) The contractor shall abide by the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him.
- iv.) The contractor is responsible for obtaining PF statement from PF commissioner's Office and distribute the same to the security personnel periodically and confirm the same to Director, IIRS.
- v.) As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for Security work, is required to be submitted to the IIRS. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the Indian Institute of Remote Sensing, (IIRS), Dehradun is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particular of personnel engaged for the IIRS.
- vi.) The contractor shall abide by and comply with all the relevant laws, notifications and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Institute.
- vii.) The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee along with monthly bills. The contractor shall get his ESI records verified once in six month from ESI inspector and submit the report.
- viii.) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the IIRS, such money shall be deemed to be payable by the contractor to the IIRS, Dehradun within seven days. The IIRS, Dehradun shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
- ix.) *ESI will be applicable only for those security personnel who are not availing medical facility from any Government Department. The contractor should produce the documentary evidence for claiming the same.*

(E) Obligation of the security contractor and staff deployed:

- i.) The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filling of returns every years and shall keep the IIRS fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
- ii.) A certificate relating to medical fitness parameters and police antecedents and clearance should be made mandatory for all the security personnel, before their deployment. **Medical/Physical Fitness Parameters: Minimum Height -170cms. Weight -Should be corresponding to height as per chart released by Indian Medical Association. Chest- Minimum 80cms with minimum 5cms expansion. Eyesight/hearing- Good; Should be able to qualify PET Test; which include 01 long distance run, 01 short distance sprint, chin ups, push ups, sit ups and fireman lift; no speech impairment.**



- iii.) The representative from the agency should attend the security meeting at least once in three months to review the functioning and new developments, if any unsolved issues on security front at the Institute.
- iv.) **Minimum Education:** 10+2 and NCC "C" certificate / Ex-servicemen/Ex-CPMF/Police Personnel of GD cadre.
- v.) The contractor will identify one among the security staff deployed as "Security Supervisor".
- vi.) Monthly payments should be made through individual bank accounts only.
- vii.) Terms & conditions as well as the Rules / Regulations should be strictly adhered to and no violations would be permitted.
- viii.) Attendance rolls have to be submitted by 10th of every month, then only the next month pay will be released.
- ix.) Payment of salaries to the staff should be paid through bank in the individual's bank account.
- x.) Any issue pertaining to the matters of security should be first brought to the attention of the Administrative Officer responsible for security for appropriate action.
- xi.) The Contractor shall ensure maintenance of the following registers and shall produce the same on demand, to the concerned authority of IIRS and to any authority authorized under law:-
- Leave Register
 - Payment of Wages Register
 - Grant/Record of Weekly off.
 - Register of its employees.
 - Attendance Register
 - Visitors Register
 - Any other register required to be maintained under applicable law.
- xii.) *Contractor will arrange for periodic replacements of uniform and accessories to account for wear and tear etc. In a year 2 sets of uniform.i.e for male two sets of shirts, trousers and socks and for female staff 2 set of saari along with blouse, petticoat or Salwar set should be provided. In winter wear 2 set of sweaters, 2 sets of gloves should be provided.*
- xiii.) The personnel engaged by the contractor shall be dressed in neat and clean uniform including proper name badges, failing which invites a penalty of Rs.500/- each occasions. If the Security workforce is found without uniform including shoes while on duty, he shall not be treated as on duty. In such cases also a penalty of Rs.500/- for each occasions will apply and habitual offenders in this regard shall be removed from the IIRS. The penalty on this account shall be deducted from the Contractor's bills.
- xiv.) The list of staff going to be deployed shall be made available to the Indian Institute of Remote Sensing, (IIRS), Dehradun and if any change is required on part of the Indian Institute of Remote Sensing, (IIRS), Dehradun fresh list of staff shall be made available by the agency after each and every change.
- xv.) It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Indian Institute of Remote Sensing, (IIRS), Dehradun.
- xvi.) *The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the Indian Institute of Remote Sensing, (IIRS), Dehradun.*
- xvii.) The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the IIRS. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the Institute, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
- xviii.) All liabilities arising out of accident or death while on duty shall be borne by the contractor and the Department will not be responsible for any accident or death while on duty.
- xix.) Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
- xx.) All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the IIRS.
- xxi.) Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Indian Institute of Remote Sensing, (IIRS),



- Dehradun and shall not knowingly lend to any person or company any of the effects of the Indian Institute of Remote Sensing, (IIRS), Dehradun under its control.
- xxii.) The security staff shall not accept any gratitude or reward in any shape.
- xxiii.) The contractor shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose of his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract. Half yearly training should be provided by the contractor at his own cost and he has to submit the proof w.r.t the training. Training in self defence and unarmed combat techniques, handling security equipment, relevant portions of IPC, CrPC etc. Industrial Security Subjects, Contingency Response procedures, First Aid, Fire Lighting and other related subjects.
- xxiv.) Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
- xxv.) The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangement as per the direction enumerated herein and in accordance with such directions, which Indian Institute of Remote Sensing, (IIRS), Dehradun may issue from time to time and which have been mutually agreed upon between the two parties.
- xxvi.) The contractor shall be responsible to maintain all property and equipment of the Indian Institute of Remote Sensing, (IIRS), Dehradun entrusted to it.
- xxvii.) The contractor will identify one among the security staff deployed as "Security Supervisor". The supervisor shall be required to work as per the instructions of Administrative Officer of IIRS entrusted for security.
- xxviii.) ***The contractor shall deploy his personnel only after obtaining the Institute of Remote Sensing, (IIRS), Dehradun approval duly submitting curriculum vitae (CV)/Bio-data of these personnel. The Institute of Remote Sensing, (IIRS), Dehradun shall be informed at least one week in advance and contractor shall be required to obtain the Institutes approval for all such changes along with their CVs/Bio-data.***
- xxix.) ***The contractor shall ensure round-the-clock high standard security on a 24 X 7 for 365 days in year basis to safeguard the premises and assets of the Institute of Remote Sensing, (IIRS), Dehradun.***
- xxx.) The security guards and security supervisors deployed by the contractor for security duty should give preference to those who are also well trained in firefighting, operating the fire-protection system(s) / equipment(s) and fire extinguishers and providing first-aid.
- xxxi.) ***The contractor shall ensure that all his employees observe cleanliness and wear neat and clean uniforms with ID Cards duly displayed and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The contractor shall have full control over the security staff engaged by him. The contractor shall give necessary guidance and directions to his staff to carry out the jobs assigned to them by the contractor and /or Institute of Remote Sensing, (IIRS), Dehradun.***
- xxxii.) The contractor shall also be solely responsible for the payment of their wages and/or dues to his employees.
- xxxiii.) All liabilities arising out of violation of local laws and/or central laws shall be contractor's responsibility.
- xxxiv.) The contractor shall furnish a detailed fortnightly duty chart of his employees and keep informed the Security/Officer-In-Charge of the IIRS of any change in the list from time to time. The duty chart for the fortnight should give the specific names of employees and the respective duties they are required to attend to. A copy of the duty chart shall be displayed by him on the Notice Board also.
- xxxv.) The contractor shall ensure that its personnel shall not at any time, without the consent of the Institute of Remote Sensing, (IIRS), Dehradun in writing, divulge or make known any information, data, maps, pictures, files, official matter or transaction undertaken or handled by the Institute of Remote Sensing, (IIRS), Dehradun and shall not disclose to any information about the affairs of IIRS. This clause does not apply to the information, which becomes public knowledge.
- xxxvi.) Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- xxxvii.) Any damage or loss caused by contractor's persons to the Institute of Remote Sensing, (IIRS), Dehradun in whatever form would be recovered from the contractor.
- xxxviii.) During surprise checks by any authorized officer of the IIRS, if a particular guard is found negligent/sleeping/drunken on duty, the contractor will have to withdraw the guard from the IIRS forthwith

which may even entail cancellation/termination of contract for the rest of the period. For every default noticed, Rs.500/-per guard will be charged as penalty.

- xxxix.) The contractor shall furnish a list of security guards and supervisory staff deputed by the contractor in IIRS, Dehradun to the Security-In-Charge/Administrative Officer of Institute of Remote Sensing, (IIRS), Dehradun detailing the name, age, qualification, present and permanent address, etc.
- xl.) ***Deployment of any fresh staff in replacement should be only with the prior permission of the Institute. The contractor shall deploy only those whose antecedents have been verified by the Police Authorities/District Sainik Board/Record Officers of the Defence Services and they will be verified by the IIRS.***
- xli.) ***The contractor or his nominee shall ensure his presence at a short notice when required by the IIRS.***
- xlii.) ***The Contractor must be in a position to conduct mock exercise in firefighting quarterly at his expenses, so as to keep his staff acquainted with the latest fire-fighting techniques.***
- xliii.) ***The contractor shall engage personnel who are medically and mentally fit and meet the physical parameters as mentioned in para E(ii). They should be free from all infections/diseases. The contractor shall get his employees medically examined before deploying them at the IIRS and once in a year and submit medical/physical fitness certificate as instructed by the IIRS.***
- xliv.) The security personal doing duties during rainy days and winter days should be provided adequate protection such as raincoats/umbrellas/Warm Clothing / Pullover/Jacket/Coat etc.
- xl.) ***The functional control over the personnel deployed by the contractor will rest with IIRS administration and the disciplinary administrative / Technical control will be with the contractor.***
- xlvi.) IIRS may require the contractor to dismiss or remove any person or persons, employed by the contractor from the place of work, who may be incompetent or for his/ her/their misconduct and the contractor shall forthwith comply with such requirements. The contractor shall replace immediately any of its personnel, if they are unacceptable to IIRS because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from IIRS.
- xlvi.) The contractor has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss should be reported immediately.
- xlvi.) ***The contractor shall be contactable at all times and messages sent by phone /e-mail/ fax / special messenger from IIRS and such messages must be acknowledged immediately on receipt on the same day. The contractor shall strictly observe the instructions issued by this office in fulfilment of the contract from time to time.***
- xlix.) The contractor shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
- l.) The Service Provider's person shall not claim any benefit/ compensation/ absorption/ regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the Contractor to IIRS, Dehradun.
- li.) The Contractor shall arrange for transportation, food, accommodation and any other requirements of the manpower deployed by him. IIRS will have no liability in this regard at any stage.
- lii.) The selected agency will not outsource the services / work to any other associate / franchisee / third party under any circumstances. If it so happens then IIRS Dehradun will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees and termination of the Contract for default.
- liii.) The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- liv.) ***The contractor should have round the clock control room service in Dehradun along with quick response teams to deal with emergent situations.***

(F). Security

- i.) The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff and should project an image of utmost discipline. The Indian Institute of Remote Sensing, (IIRS), Dehradun shall have right to have any person moved in case of staff complaints or as decided by representative of the IIRS if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such case.



- ii.) The personnel will have to report to the IIRS security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Institute.
- iii.) The agency will ensure that no information about the software, hardware, database and the policies of the IIRS Dehradun is taken out in any form including electronic form or otherwise, from the IIRS Dehradun site by the Security posted by them.
- iv.) The agency or its deployed personnel, by virtue of working in IIRS Dehradun, can't claim any rights on the work performed. The Director, IIRS Dehradun will have absolute rights on the work assigned and performed by them. Neither any claims of the agency nor its deployed professionals will be entertained on the deliverables.
- v.) Any replacement of security guards by the Contractor should be intimated to Administrative Officer (GA) 15 days in advance. Frequent replacements of personnel shall be avoided. However, the Contractor shall remove the security personnel concerned within 24 hours, if he is found to commit any of the following:
 - a) Act of disobedience/uncivilized behaviour.
 - b) Negligence & not maintaining alertness.
 - c) Lack of punctuality.
 - d) Sleeping while on duty.
 - e) Any act of dishonesty
 - f) Use of alcohol or intoxicating drugs while on duty.
 - g) Any other misconduct.
- vi.) The security agency shall also make out ways and means to recover the stolen property and will suggest measures to block loopholes, if any, in the existing security mechanism to Administrative Officer, IIRS.
- vii.) Proper handing over, taking over of duty charge at the time of starting/closing of the duties is to be done in each shift. The Security workforce is allowed to leave the duty-point only when the reliever is physically present and after due hand-over of charge to the reliever.
- viii.) The manpower deployed should be able to understand and speak English and Hindi. They should be able to understand, read and write English, so that entry of visitors, vehicles etc. in the appropriate registers shall be easily handled by them.
- ix.) The Institute of Remote Sensing, (IIRS), Dehradun will give basic training/familiarization of the Security peripherals such CCTV monitoring devices / Metal Detector etc. and door keeping services required to be done by the personnel to be deployed by the contractor under the contract.
- x.) Entry in the IIRS is restricted. The guards on duty at the gates/reception will ensure that only the authorized persons enter the IIRS after proper verification and intimation from the Institute.
- xi.) The security guards will not allow grazing of any type of animals; not allow unauthorized entry to persons to roam about; cut trees /grass /firewood or damage any civil or electrical work / fittings or to scale or damage the boundary wall from in/out side of the IIRS campus including IIRS Staff Quarters.
- xii.) The above Guards shall provide security at Institute of Remote Sensing, (IIRS), Dehradun and IIRS Colony located outside premises and effectively control the crowds against thefts and any damage to the costly items, vehicles parked and parking of vehicles at the places earmarked etc.
- xiii.) The Security Guards should regulate the entry of visitors at the entrance by proper verification of visitors. For improper enforcement and irregularities, if found, the contract is liable for cancellation with one month notice. Any unlawful activity done by any Security Guard whether on duty shall entitle cancellation of the contract within 24 hours' notice.
- xiv.) The Security personnel shall ensure that visitors to the landscape areas does not pluck flowers, plants, grass etc., If any such incident is noted, suitable penalty as fixed by Institute of Remote Sensing, (IIRS), Dehradun shall be collected from the Contractor.
- xv.) Security Guards shall ensure that nobody carries any explosive materials or fire arms/ammunition, etc, within the premises of Institute of Remote Sensing, (IIRS), Dehradun.
- xvi.) The Security personnel should take responsibility of lodging complaints with police in case of unruly elements, unsocial activities, eve teasing, assaults, etc., The Supervisors & management of security agency should liaise with local Police station.

- xvi.) To regulate the entry of visitors the visitor's passes shall be issued by the on duty Security Supervisor. Security agency should ensure that no outsider enters into the IIRS premises without a valid pass. In case there of any lapse, the Security contractor will be suitably penalized.
- xvii.) The contracting agency shall not employ any person below the age of 18 yrs and above the age of 40 yrs. Manpower so engaged shall be trained and shall be minimum 10+2 pass and should be trained for providing security and firefighting services training for providing security services before joining. The manpower should have minimum NCC 'C' Certificate holders /Ex- Servicemen/ Ex-CPMF/Police personnel of GD cadre.
- xviii.) The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. ***Only physically fit personnel shall be deployed for duty.***
- xix.) Security staff engaged by the contractor shall not take part in any staff union and association activities.
- xx.) The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis / ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

(G). Duties and responsibility of security staff:

- i.) Security Supervisor shall be responsible for:
 - a. Briefing of day and night guards
 - b. Proper deployment of the guards and maintenance of various registers kept at the Reception Namely; Key Register, Visitors Register, Telephone Register, Late Sitting Register, etc.
 - c. Maintenance of proper records of gate passes in respect of material going out of the IIRS Premises and to ensure proper scrutiny and follow the procedure as instructed by IIRS administration before permitting any material to be taken In/Out.
 - d. Maintain liaison with authorized officials.
 - e. Detailing in rotation, security guards for patrolling, surprise checking at the floors of IIRS Buildings.
 - f. Carrying out any other tasks as may be assigned by the IIRS.
 - g. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the IIRS.
- ii.) No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Institute.
- iii.) No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
- iv.) The officers and staff of the IIRS will keep the Identity cards with them and use of Access Control System for getting inside the IIRS Office campus.
- v.) ***Deployment of Guards/ Security Supervisors will be as per the instructions of the authorities of IIRS and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.***
- vi.) Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced. Similarly the additional security personnel may be required to be deployed on the short notice on the instructions of IIRS.
- vii.) Security personnel shall also ensure door keeping duties.
- viii.) The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the IIRS.
- ix.) Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out.
- x.) The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
- xi.) It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.



- xii.) The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- xiii.) In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Guards/Supervisors should be sensitized for their role in such situations.
- xiv.) The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff and female visitors.
- xv.) The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- xvi.) Any other provisions as advised by the IIRS may be incorporated in the agreement. The same shall also be binding on the contractor.

(H). Payment terms

- i.) The contractor shall pay wages to the persons deployed in strict compliance with the Minimum Wages Stipulations as notified by the Office of the Deputy Chief Labour Commissioner (Central), Ministry of Labour & Employment, Government of India, Dehradun under "Watch and Ward" category –i.e. under no circumstances shall he pay wages that are lesser than that prescribed by statutory authorities from time to time. Periodic revisions in minimum wages as per orders issued by statutory authorities shall be applicable to this contract. As and when minimum wages under the "watch and ward" category notified under Minimum Wages Act 1948 by CLC(C) undergo a revision, the contractor is required to submit a copy of the relevant order, for issue of appropriate amendment in Work Order. **However, the amount of Service charges quoted by the Contractor shall remain fixed during the period of contract.**
- ii.) The Contractor shall claim his service charges for providing manpower through the monthly bills. Tax Deducted at Source (TDS) at such rates as prescribed shall be deducted from the monthly bills and a certificate to this effect shall be provided to the contractor. All payments to agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, penalty for late payments and other taxes if any as per Government of India rules.
- iii.) Payments will be made based on the actual attendance certified by the firm and Administrative Officer in charge of security matters of IIRS Dehradun.
- iv.) For claiming the bill for the first month the agency need to furnish the registration details of ESI and EPF of each of the Security Personnel and from the second month onwards the agency shall furnish the challans of the remittances made towards ESI, EPF of each of the Security Personnel and challans of the Service Tax paid and copies of Form 26 AS of the Income Tax paid.
- v.) Payment will be made within 30 days of submission of completed documents.
- vi.) In case the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof IIRS is put to any loss/obligation monetary or otherwise, then IIRS shall recover such amounts from the outstanding bills or from the Performance Security Deposit of the Contractor, to the extent of such loss.
- vii.) Payments will be made to the contractor on monthly basis as per the actual services rendered. The Contractor should submit monthly bills to Administrative Officer, IIRS latest by 10th day of the following month, enclosing the following:-
 - a) Copy of Wage Register for the month duly signed by each workforce and certified as prescribed.
 - b) Copy of Attendance Register for the month duly certified as prescribed.
 - c) Copy of EPF & ESI remittance challans for the month, along with Statements issued by EPF/ESI authority, showing the amounts remitted by name for each workforce.
 - d) Copy of Service Tax remittance challan of the month, showing the amount remitted for this work.
 - e) Monthly Situation Report as per format prescribed.
- viii.) Contractor shall provide pay slips containing Name, Employee ID, Total wages, EPF/ESI Deductions, Net Wages, EPF A/c No & balance, ESI A/c No and such other relevant details.
- ix.) The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the Institute of Remote Sensing, (IIRS), Dehradun and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the IIRS.

- x.) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the contractor under the tender, it shall be recovered by the IIRS, Dehradun from the contractor.
- xi.) The contractor shall disburse the wages to its staff deployed in the IIRS, Dehradun every month through ECS or by Cheque in the presence of representative of the IIRS.

(I). Termination of the Contract:

- i.) The contract may be terminated in the event of occurrence of any of the following contingencies:
 - a) Without any prior notice on the expiry of the contract period.
 - b) By giving **one** month notice in case:
 - i. The contractor provides unsatisfactory services.
 - ii. The contractor assigns the contract or any part thereof to any other person for subletting the whole or a part of the contract.
 - iii. The contractor is declared insolvent by any court of law.
 - iv. The contractor is not interested to complete/ continue the contract. "Provided that during the notice period for termination of the contract, the contractor shall continue to provide the services as before till the expiry of notice period."
- ii.) **Termination for Insolvency:** IIRS Dehradun may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.
- iii.) **Termination for default**
 - a) Default is said to be occurred:-
 - 1.If the contractor fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof.
 - 2.If the contractor fails to perform any other obligation(s) under the contract / work order.
 - 3.If the contractor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice (or takes longer period in spite of what IIRS, Dehradun may authorize in writing), IIRS, Dehradun may terminate the contract / work order in whole or in part. In addition to above, IIRS, Dehradun may at its discretion also take the following actions
 - 4.The Director, IIRS may transfer upon such terms and in such manner, as it deems appropriate for default of the successful bidder. Work orders for similar support service to other agency will be issued by IIRS, Dehradun and the defaulting contractor will be liable to compensate IIRS, Dehradun for any extra expenditure involved towards such support service to complete the scope of work totally.
- iv.) The agreement can be terminated by either party by giving one month's notice in advance. If the contractor fails to give one month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the contractor from the office shall be forfeited.
- v.) That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

(J). Dispute Resolution

- i.) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authority's representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by Director, IIRS.
- ii.) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- iii.) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Dehradun only.

(K). Applicable law / Jurisdiction of Court:

- i.) The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings /processing.
- ii.) The court at Dehradun shall have the exclusive jurisdiction to try all dispute, if any, arising out of this agreement between the parties.

(L). NOTICE TO PROCEED means the notice issued by the IIRS, Dehradun to the contractor communicating the date on which the work/services under the contract are to be commenced.

(M) Force Majeure. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. Which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

(N). INDEMNITY

- i.) The L1 (Successful bidder of the contract) contractor will indemnify and hold the IIRS, Dehradun harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the work/services under the contract provided by the contractor.
- ii.) *IIRS Dehradun will not take any liability on account of death or injury sustained by the Agency staff during the performance of duty.*
- iii.) The selected contractor will not, (without IIRS Dehradun prior written consent), disclose the Contract, or any provisions thereof, or any specification, plan, sample of information furnished by or on behalf of IIRS Dehradun in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for purposes of such performance.
- iv.) That in the event of any loss occasioned to the IIRS, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the IIRS, the said loss can claim from the contractor up to the value of the loss. The decision of the Director, IIRS will be final and binding on the agency.
- v.) The contractor will not be held responsible for the damages/sabotage caused to the property of the IIRS due to the riots/mobs/attack/armed dacoit activities or any other event of force majeure.

(O). Other Conditions:

- i.) IIRS reserves the right to enter into parallel contract(s) for the same service with one or more other contractors during the period of the contract.
- ii.) The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- iii.) If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the IIRS, Dehradun for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/group/partnership shall not be altered without the approval of the IIRS.
- iv.) In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour authorities and proof thereof is furnished to the satisfaction of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the IIRS, Dehradun may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the IIRS, Dehradun from the contractor.



- v.) The IIRS, Dehradun shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- vi.) The IIRS, Dehradun shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The IIRS, Dehradun does not recognize any employee employer relationship with any of the workers of the contractor.



Purchase & Stores Officer

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