भारत सरकार, अंतरिक्ष विभाग / Govt. of India, Dept. of Space
भारतीय अंतरिक्ष अनुसंधान संगठन / Indian Space Research Organisation
भारतीय सुदूर संवेदन संस्थान / Indian Institute of Remote Sensing
4, कालीदास रोड़, देहरादून–248001 / 4, Kalidas Road, Dehradun – 248001
उत्तराखण्ड़ । / 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 बोलीयां आमंत्रित की जाती है।
On behalf of President of India, Indian Institute of Remote Sensing, Dehradun invites Two Part sealed tender for the followings.

क्र. सं. / Sl. No.	निविदा सं. / Tender No	विवरण / Description	मात्रा / Qty.
1.	**जी.आई.डी.आई. 2017000048–01 / GIDI 2017000048-01**	डाटा एंट्री ऑपरेटरों की आपूर्ति / Supply of Data Entry Operator (विस्तृत विवरण / विनिर्देश, निबंधन एवं शर्तें निविदा प्रलेखानुसार / Detailed Specifications, Terms & Conditions as per tender documents)	01 कार्य / 01 Job.

निविदा शुल्क / Tender Fee	₹ 573 / – (निविदा शुल्क ₹ 500 + मूल्य वर्धित कर 14.5 प्रतिशत की से / ₹ 500 Tender Fee +VAT @ 14.5%)
निविदा प्रारूप जारी करने की तिथि / Starting date for issue of Tender Forms	28.04.2017 से / From 28-04-2017
निविदा प्रारूप जारी करने की अंतिम तिथि / Last date for issue of Tender Forms	30.05.2017, 12:00 बजे तक / upto 12:00 hrs
निविदा स्वीकृति की नियत तिथि / Due date for Receipt of Tender	30.05.2017, 14:00 बजे तक / upto 14:00 hrs
तकनीकी बोलियां खोलने की तिथि / Date of opening of Techno-commercial Bids	30.05.2017, 15:30 बजे तक / upto 15:30 hrs

निविदा प्रपत्र किसी भी अनुसूचित बैंक से देहरादून में भुगतान योग्य, वेतन एवं लेखा अधिकारी, आई० आई० आर० एस० के पक्ष में जारी ₹ 573 / – का डी०डी० जमा करके क्रय एवं भंडार अनुभाग, आई० आई० आर० एस० से किसी भी कार्यदिवस में प्राप्त कर सकते हैं अथवा www.iirs.gov.in से डाउनलोड कर सकते है। यदि निविदा दस्तावेज वेबसाइट से डाउनलोड किया गया है, तो ₹ 573 / – का डी०डी० जो वेतन एवं लेखा अधिकारी, आई० आई० आर० एस०, 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

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GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
INDIAN INSTITUTE OF REMOTE SENSING
DEHRADUN
PURCHASE & STORES

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

Date :27/04/2017

INVITATION TO TENDER

M/s 000000

Our Ref No : GIDI **2017-000048-01**
Tender Due: 14:00 **Hrs ISTon** 30/05/2017
Opening : 15:30 **Hrs ISTon** 30/05/2017

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	Supply of Data Entry Operator (DEO Manpower to IIRS). Terms & Conditions as per enclosed annexures. No. of Data Entry Operator required 30 Nos.	Job.	1

DELIVERY AT: IIRS

MODE OF DESPATCH DOOR DLVRY

DUTY EXEMPTIONS

SPECIAL INSTRUCTIONS TWO PART TENDER

SPECIFIC TERMS

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

ANNEXURE-I

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

PURCHASE & STORES

NO. GIDI-2017-000048-01 **Date : 27/04/2017**

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-2017-000048-01, Due on 30.05.2017 at 1400 hrs** (Techno-Commercial Bid) and Tender No. **GIDI-2017-000048-01, Due on 30-05-2017 at 1400 hrs** (Price Bid).

2. Both the sealed tenders (Techno commercial & Price bid) should be kept in one big cover super scribing TENDER for Supply of Data Entry Operator against Enquiry No. **GIDI-2017-000048-01, Due on 30.05.2017 at 1400 hrs.** and put in the Tender Box available in Purchase Division, IIRS or send by post or Courier 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.

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 downloaded the tender documents from the website **(www.iirs.gov.in).** When Tender from 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. **EMD of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand)** 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.

7. Late and Delayed Tenders will not be considered. Therefore, please ensure that your tender is posted well in time to reach us before the due date and time.
8. Fax/E-mail offers shall not be considered.

9. All the pages of your offer should be signed/initialed by competent authority and affixed with your company's Seal.

Purchase & Stores Officer

Contract for the supply of Data Entry Operator (DEO) manpower

(Two Part Bid System –Techno Commercial)

1. Technical Terms and Conditions:

i.) No contractor/agency will be allowed to participate in tender process, if they have not registered with statutory organization like Regional EPF Commissioner, Dy. CLC (Central), Labour Commissioner Uttarakhand Government,Tax Authorities, ESI etc., or if any case is pending against them in these statutory organization. If such bids from such contractor/agency are detected such tenders will be rejected.Further, 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.

ii.) The Bidder should have the Registered / Branch Office in Dehradun.

iii.) All DEO contractor/agency agencies must be 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 minimum 30 Data Entry Operators during the preceding three years viz. 2012-13 to 2015-16.

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 Data Entry Operator 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. 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.

iii. 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.

iv. Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) on Agreement to the Terms and Conditions of the Contract.

v. Demand Draft towards E.M.D for Rs. 1,50,000/-

vi. Demand Draft towards Tender Cost for Rs. 573/-

vii. 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)

viii. 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)

ix. 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

x. 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

xi. Proof of filing of Electronic Challan cum Returns (ECR) for the current/ latest year.

xii. Self-attested copy of valid PAN Card

xiii. Should be income tax payee for the **last three 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

xiv. Valid registration of Service Tax & date of issue of certificate with validity

xv. Self-Attested copy of Service Tax Registration number

xvi. Proof of Payment of Service Tax since last three years along with the Service Tax Returns and Service Tax clearance certificates

xvii. Proof of experience from any State/ Central Government Department for supply of man power at least for the last three years.

xviii. 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

xix. 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 2012-13proofs.

xx. An undertaking (self-certificate) that the agency has not been blacklisted by a Central / State Government institution and there has been no litigation history with any government department

xxi. 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).

xxii. Proof of the Registered office of the tenderer having at least one branch office at Dehradun

xxiii. List of Present Clientele with contact address & telephone numbers and a certificate from them on satisfactory performance of the contract.

xxiv. Self-declaration on litigation history i.e. cases pending against contractor in any statutory organizations of Sate/Central Governmentlike EPF Authority, ESI Authority and Labour Commissioner 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]

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.	Copy of licensee as an outsourcing man power supply agency with the Office of the Labour Commissioner Uttarakhand, Dehradun since last five years.	
iii.	Copy of licensee 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. _____ Lakhs.	
vii.	Demand Draft towards Tender Cost for Rs. _____	
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 three 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.	Self Attested copy of Aadhaar Card of the Contractor.	
xxv.	List of Present Clientele with contact address and telephone numbers and a certificate from them regarding satisfactory performance of the contract.	
xxvi.	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)	

TERMS AND CONDITIONS OF THE CONTRACT

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

i.) IIRS, Dehradun located at 4 Kalidas Road, Dehradun requires reputed, established and financially sound manpower Companies/ Firms / Agencies to supply skilled manpower/ Data Entry Operator(s) (DEO) manpower on contract for assistance to carry out day to day work.

ii.) The required number of Data Entry Operator manpower, qualification(s) /specifications of Data Entry Operator(s) and nature of work is given in para(s) below.

iii.) The contractor may visit the site of work place and acquaint himself with the nature of work involved, assess the actual working mechanism that may be required in order to deploy suitable member/type of workforce required, for carrying out the works stipulated in the contract and to carry out the instructions of authorizedAdministrative Officer.

iv.) **Qualifications /Specifications of Data Entry Operator manpower** :

The workforce deployed by the contractor shall have qualification of skilled work force, which is given as under:

a) S/he should be either at least Graduate B.Sc/B.Com/B.A.with at least 50% qualifying marks or Technician Apprentice Diploma holder is Modern Office Management & Secretarial Practice from a Government recognized institute with at least 50% qualifying marks. S/he is Post Graduate then pass marks are sufficient.

b) S/he should in good health and well-mannered.

c) S/he should be of minimum 21 years of age.

d) S/he should be well conversant with latest Microsoft Office packages such as MS-Word/Excel/Access, having good typing speed and proficient in Xeroxing, scanning, formatting, emailing, record keeping, file management and converting documents into PDF to MS Word and vice versa etc.

e) S/he should be well conversant and fluent in English and Hindi.

f) S/he should submit Character certificates from two Group "A" or Class-I Gazetted officers of the Central/State Government

g) Her / His antecedents should have been got verified by the agency from the local police authorities. S/he should have an Aadhaar Card.

h) No Department of Space (DOS)/ISRO/IIRS/CSSTEAP employees and their family members should be related in any manner either directly or indirectly with the firm and workforce engaged under this Contract. The contractor shall obtain and submit a declaration in this regard to IIRS administration.

v.) Job/Work description/allocation for DEO workforce on contract to be deployed by the successful company/firm/agency in IIRS, Dehradun

a) Creation and maintenance of database/ files and records as assigned to them.

b) The Data Entry Operators (DEOs) shall be able to type and prepare reports/letters/correspondence, submit draft letter, finalized all corrections and dispatch letters etc.

c) The DEOs must be well versed with internet/email system so as to send emails or receive emails/reports from various operations.

d) DEOs must be able to complete the typing assignments given to them within the time period.

e) DEOs will be maintaining records of various inward / outward letters and may be assigned duty to collect/drop official post letters/parcels from/to the post office.

f) The job/work description/allocated above is not exhaustive and workforce on contract deployed by the successful company/firm/agency in IIRS have to perform the duties as entrusted by the concerned authorized official of IIRS from time to time.

vi.) The Data Entry Operators shall work on all the working days of IIRS. The office working hours is 0900 HRS to 1730HRS. The office breaks for lunch for 1/2hours between 1300 HRS to 1330 HRS. The IIRS office remains closed on Saturday, Sunday and during Central Government gazetted holidays as notified by CGEWCC Dehradun. The manpower through this contract, however, may be required to attend the office on Saturdays/Sundays/Gazetted holidays or attend office before/after office working hours also in the exigencies of work for

which this office will make payment on pro rata basis. Wages for one Paid Holiday (Saturday) per week has been included in the wages fixed for a day

vii.) The number of DEO manpower at present required are 30 (Thirty) which may vary i.e. it may increase or decrease depending on the requirement. In case, of additional DEOs 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. IIRS reserves the right to increase and decrease or withdraw workforce in part/full without assigning any reasons.

(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 J of terms and conditions of the contract.).

ii.) The period is extendable for one more year on the same terms & conditions if contractor's services are found satisfactory by IIRS and if agreed mutually.

iii.) The Data Entry Operators services are required for all working days during the year. The agency/contractor shall provide suitable replacements as and when DEOs are on leave or have not reported to work for more than 7 days.

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.

vi.) In the event of not deploying the committed number of work force within 2 weeks of award of the contract or if the works envisaged in the specification are suffered due to either less quantity or poor quality. IIRS shall recover such amounts from the bills of the contractor, which shall be worked out to Rs. 627/- per day each labour. The contracting agency has to submit the monthly attendance and proof of payments along with the bill. The contractor shall have no other claims whatsoever in this matter and the decision of the IIRS shall be final and binding.

(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 DEO 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 DEO personnel engaged by him.

iv.) The contractor is responsible for obtaining PF statement from PF commissioner's Office and distribute the same to the DEO 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 DEO 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 two month from theESI inspector and submit the report to IIRS.

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 IIIRS, 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 DEO 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 DEO manpower 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. The Contractor shall have an Aadhaar Card.

ii.) A certificate relating to medical fitness parameters and police antecedents and clearance should be made mandatory for all the DEO manpower personnel, before their deployment.

iii.) Monthly payments should be made through individual bank accounts only. The proof of crediting the salary to the individual accounts of the deployed DEOs shall be submitted to the IIRS administration within 10th of every month, only then the payment for the next month shall be released.

iv.) Terms & conditions as well as the Rules / Regulations should be strictly adhered to and no violations would be permitted.

v.) Attendance rolls have to be submitted by 10th of every month, then only the next month pay will be released.

vi.) Payment of salaries to the staff should be paid through bank in the individual's bank account.

vii.) Any issue pertaining to the matters of DEO should be first brought to the attention of the Administrative Officer responsible for DEO for appropriate action.

viii.) 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:-

a) Leave Register

b) Payment of Wages Register

c) Grant/Record of Weekly off.

d) Register of its employees.

e) Attendance Register

g) Any other register required to be maintained under applicable law.

ix.) 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.

x.) 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.

xi.) The antecedents of DEO 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.

xii.) All liabilities arising out of accident or death of DEOs while on duty shall be borne by the contractor and the Department will not be responsible for any accident or death while on duty.

xiii.) All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the IIRS.

xiv.) 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.

xv.) The DEO manpower deployed by contractor at IIRS shall not accept any gratitude or reward in any shape.

xvi.) ***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.***

xvii.) The contractor shall ensure that all his employees observe cleanliness and neatly dressed up 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 DEO 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.

xviii.) The contractor shall also be solely responsible for the payment of their wages and/or dues to his employees.

xix.) All liabilities arising out of violation of local laws and/or central laws shall be contractor's responsibility.

xx.) 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.

xxi.) 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.

xxii.) 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.

xxiii.) During surprise checks by any authorized officer of the IIRS, if a particular DEO is found negligent/drunk/intoxicated on duty, the contractor will have to withdraw the DEO 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 DEO will be charged as penalty.

xxiv.) ***The contractor or his nominee shall ensure his presence at a short notice when required by the IIRS.***

xxv.) ***The functional control over the DEO manpower /personnel deployed by the contractor will rest with IIRS administration and the disciplinary administrative / technical control will be with the contractor.***

xxvi.) 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.

xxvii.) 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.

xxviii.) ***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.***

xxix.) The contractor shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

xxx.) The manpower supplier contractor's personnel/ DEO 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.

xxxi.) The Contractor/Manpower supplier 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.

xxxii.) The selected contractor / 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.

xxxiii.) The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.

xxxiv.) The workforce, once approved for the service, shall not be changed without the prior concurrence of IIRS.

xxxv.) The persons deployed by the contractor in IIRS shall not have any claims of Master and Servant relationship nor have any principal and agent relationship with or against the IIRS.

xxxvi.) The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of IIRS/Department of Space/ISRO/CSSTEAP during the currency or after expiry of the contract.

xxxvii.) The Service-providing Agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. IIRS / DOS/ ISRO/CSSTEAP shall in no way be responsible for settlement of such issues whatsoever.

xxxviii.) The personnel engaged have to be extremely courteous with pleasant manners 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.

xxxix.) The successful contractor / 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 DEO manpower posted by them.

xl.) 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.

xli.) Any replacement of DEO manpower by the Contractor should be intimated to authorized Administrative Officer 15 days in advance. Frequent replacements of personnel shall be avoided. However, the Contractor shall remove the DEO 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) Any act of dishonesty
f) Use of alcohol or intoxicating drugs while on duty.
g) Conflict of interest,
g) Any other misconduct.

xlii.) DEO manpower staff deployed by the contractor shall not take part in any staff union and association activities.

xliii.) The manpower agency shall place advertisement in local classifieds of at least two English newspapers of Dehradun for the requirement of DEOs in IIRS as and when requested IIRS administration as such advertisement text will be given by IIRS administration. Such advertisement must be then placed within 48 hours. The suitability of the candidates shall be ascertained by the manpower agency (contractor) in terms of qualification and a final list to be submitted to IIRS administration. This process should be completed within 7 days of DEO manpower request by IIRS administration.

(F). Payment terms

i.) ***The wages for the Data Entry Operators shall be fixed by IIRS, Dehradun. The details of minimum wages applicable during the currency of the contract shall be as detailed hereunder:***

S.No.	*Description*	*Rate per day per person.* *[Including the **Variable Dearness Allowance** (VDA) as on 31.03.2017 as mentioned at S. No. 35 of the notification No. 4054 /4-01/13 dated 21/09/2016 issued by the Labour Commissioner, Uttarakhand Government.]*
01.	***Wages per day for the 1st year w.e.f. 01.05.2016 or from the commencement of the work or from the date of notice to proceed whichever is later***	***Rs.627/-***

ii.) ***The wages of the DEOs shall be calculated and revised whenever there is an increase in the Variable Dearness Allowance calculated above the present VDA of Rs.1360/-(which is for 26 days) as per the latest/revised Notification / Government Order issued by the Labour Commissioner, Uttarakhand Government based upon its first notification No.352/VIII/13-228 (श्रम)/2001 dated 06/03/2013. Accordingly the VDA such notified shall be calculated for per day by dividing it by 26 days.***

iii.) Wages for one Paid Holiday (Saturday) per week has been included in the wages fixed for a day

iv.) ***The DEO contractor will be solely responsible to inform and submit a copy of the revised VDA notification issued by the Labour Commissioner, Uttarakhand Government whenever applicable to concerned Administrative Officer.***

v.) **The *amount of Service Charges quoted by the Contractor shall remain fixed during the period of contract.***

vi.) 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 and / or Government of Uttarakhand, Department of Labour. Under no circumstances shall he pay wages that are lesser than that prescribed by statutory authorities from time to time.

vii.) 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.

viii.) Payments will be made based on the actual attendance certified by the firm and Administrative Officer in charge of DEO matters of IIRS Dehradun.

ix.) For claiming the bill for the first month, the agency needs to furnish the registration details of ESI and EPF of each of the Data Entry Operator personnel, and from the second month onwards the agency shall furnish the challans of the remittances made towards ESI, EPF of each of the DEO manpower deployed and challans of the Service Tax paid and copies of Form 26 AS of the Income Tax paid.

x.) Payment will be made within 30 days of submission of completed documents.

xi.) 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.

xii.) 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.

xiii.) 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.

xiv.) The payment would be made at the end of every month based on the actual working days 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.

xv.) 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.

xvi.) 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.

xvii.) In case the Contractor fails to make the payment to the DEO's by 5th of the succeeding month or fails to remit the amount of ESI & EPF to the authorities concerned, IIRS reserves the right to make alternative arrangements for such payments and recover the amount so paid from the Contractor by deduction from any amount payable to the Contractor under any other work order/ forfeiting the Security Deposit.

(G).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.

(H). 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.

(I). 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.

(J). 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.

(K) 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.

(L). 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.

(M). 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]

Nature of Work: Data Entry Operator

(For 12 months w.e.f 01/07/2017 or Notice to proceed whichever is later)

Price Bid Form

S.No.	Details of Claim	Wages
1.	Basic wage per day per worker	(Not to be Quoted) At present Rs.627/- per day
2.	ESI Contribution @ 4.75% per month (Employer's)	(Not to be Quoted)
3.	EPF Contribution @ 13.36% per month (Employer's)	(Not to be Quoted)
4.	Contractor's Administrative/Service charge in **Rupees** (per person per day) In figures and in words)	**To be Quoted in Rupees only and not in Percentage**
5.	Service Tax as applicable (Present S.T. @15%)	
	Grand Total	

Note:

1. **The amount of Service Charge quoted shall remain fixed during the entire period of Contract irrespective of revision of Minimum Wages by the Govt.**
2. Contractor's Administrative/Services 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 rates may be quoted based on the terms and conditions of the tender which may have a commercial impact on the contracting manpower agency.
3. The rates should be quoted as per Minimum wages Act fixed by the Commissioner of Labour, Central Government from time to time for Security Workforce. The charges of EPF,ESI Service charge and Service Tax etc.
4. **Before submitting the quotations parties must go through all the terms and conditions in the tender document thoroughly**.

[Purchase & Stores Officer]