भारत सरकार, अंतरिक्ष विभाग/ Government of India, Department of Space
भारतीय अंतरिक्ष अनुसंधान संगठन / Indian Space Research Organisation
भारतीय सुदूर संवेदन संस्थान/ Indian Institute of Remote Sensing
4- कालिदास रोड, देहरादून/ 4- Kalidas Road, Dehradun
उत्तराखण्ड- 248001/ Uttarakhand- 248001
फोन/ Phone: 0135-252-4317/4318 फ़ैक्स/ Fax: 0135- 2748041
ई मेल/ Email: pns@iirs.gov.in

सत्यमेव जयते

निविदा आमंत्रण सूचना/Notice Inviting Tender

भारत के राष्ट्रपति की ओर से भारतीय सुदूर संवेदन संस्थान देहरादून द्वारा निम्नलिखित निविदा के लिए मोहरबंद बोलियाँ आमंत्रित की जाती हैं:
On behalf of President of India, Indian Institute of Remote Sensing, Dehradun invites sealed quotations for the following:

क्र. सं./ Sl. No.	निविदा सं./Tender No	विवरण/ Description	मात्रा/ Qty. (Job)
1.	GIDI 2020-000228-01 **(दो भाग निविदा/ Two Part Tender)**	भा. सु. सं. सं. परिसर एवं आवासीय कॉलोनी के देख रेख हेतु- देख रेख सेवाएँ-/Watch & Ward Services (W&WS) at IIRS Colony & Campus for one year	01
निविदा शुल्क/Tender Fee		Rs. 590/-	
निविदा प्रारूप जारी करने की तिथि/ Starting date for issue of Tender Forms		26/03/2021 को 1200 बजे से/ From 26/03/2021, 1200 hours onwards.	
पूर्व निविदा बैठक/ Pre-Bid Meeting		इच्छुक निविदाकर्ताओं को 07/04/2021 को 15:00 hrs. बजे ऑनलाइन पूर्व-निविदा बैठक में भाग लेने हेतु आमंत्रित किया जाता है/ Interested tenderers are invited to attend an online pre-bid meeting on 07/04/2021 at 15:00 hrs.	
निविदा प्रारूप जारी करने की अंतिम तिथि/ Last date for issue of Tender Forms		27/04/2021 को 1700 बजे तक/ On 27/04/2021 upto 1700 Hours.	
निविदा स्वीकृति की नियत तिथि/ Due date for Receipt of Tender		28/04/2021 को 1700 बजे तक/ On 28/04/2021 upto 1700 Hours.	
तकनीकी- व्यावसायिक बोली खोलने की तिथि/ Date of Opening of Technical Bids		29/04/2021 को 1100 बजे/ On 29/04/2021 at 1100 Hours.	

निविदा प्रपत्र किसी भी अनुसूचित बैंक से देहरादून में भुगतान योग्य, वेतन एवं लेखा अधिकारी, भा.सु.सं.सं. के पक्ष में जारी रू590/- का डी.डी. जमा कर के क्रय एवं भण्डार अनुभाग, भा.सु.सं.सं. से किसी भी कार्य दिवस में प्राप्त किया जा सकता हैं अथवा सी.पी.पी. पोर्टल (भारत सरकार के केन्द्रीय सार्वजनिक खरीद पोर्टल) https://eprocure.gov.in/epublish/app या भा.सु.सं.सं. की वेबसाइट https://iirs.gov.in/tendersdis या इसरो की वेबसाइट https://www.isro.gov.in/tenders से डाउनलोड किया जा सकता है।

Tender forms can be purchased from Purchase & Stores Section IIRS, Dehradun on all working days on payment of Rupees 590/- in the form of Demand Draft drawn in favour of Pay & Accounts Officer, IIRS Dehradun payable at Dehradun or can be downloaded from CPP Portal (Central Public Procurement Portal of Government of India) https://eprocure.gov.in/epublish/app or IIRS Website https://iirs.gov.in/tendersdis or ISRO Website https://www.isro.gov.in/tenders.

निदेशक/Director

भारत सरकार
अंतरिक्ष विभाग (अं.वि.)

क्रय एवं भंडार

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE (DOS)
INDIAN INSTITUTE OF REMOTE SENSING
DEHRADUN
IIRS
Ph No. 0135 - 2524317, 4318 Fax. 0135 - 2524317
e-mail :PNS@IIRS.GOV.IN

निविदा आमंत्रण
INVITATION TO TENDER

मैसर्स
M/s 00000

हमारी संदर्भ सं
Our Ref. No. GIDI 2020-000228-01

निविदा अंतिम तिथि
Tender Due at 17:00 hrs IST on 28/04/2021

महोदय
Dear Sirs,

कृपया निम्नलिखित मदों की आपूर्ति के लिए अनुलग्नक (फार्म सं. संलग्न) में उल्लिखित निबंधन एवं शर्तों के अनुसार संलग्न निविदा प्रपत्र में वर्णनात्मक सूचीपत्र/पैम्फलेट/साहित्य सहित हमारी संदर्भ सं. एवं अंतिम तिथि (मोटे अक्षरों में) ऊपर लिखते हुए अपनी मुहरबंद निविदा प्रस्तुत करें।

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. null)

क्र.सं. Sl. No.	विनिर्देशों सहित मद का विवरण Description of items with Specifications	इकाई Unit	मात्रा Quantity
1	WATCH & WARD SERVICES (W&WS) AT IIRS COLONY & CAMPUS FOR 1 YEAR. Terms and conditions are as per Annexure A, I, II, III, IV & V.	JOB	1

सुपुर्दगी स्थल
Delivery At IIRS, DEHRADUN

प्रेषण की विधि
Mode of Despatch DOOR DLVRY

शुल्क छूट
Duty Exemptions

विशेष अनुदेश
Special Instructions NIL

विशेष निबंधन
Specific Terms

निविदाकारों को अनुदेश
Instructions to Tenderers

(1) TWO-PART.

R

KALPANA R
PURS. & STORES OFFICER
भारत के राष्ट्रपति के लिए एवं ओर से
For and on behalf of the President of India
क्रेता / The Purchaser

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Purchase & Stores Officer
IIRS (ISRO), Dehradun

Contract for providing WATCH & WARD Services (W&WS) at IIRS, Dehradun
(Two Part Bid System –Techno Commercial)

NOTICE INVITING TENDER

Tenders on behalf of the President of India, is invited under Two Bid System viz. "Techno-Commercial Bid" and Price Bid from reputed, experienced and financially sound eligible Companies /Firms /Agencies for providing **WATCH & WARD Services (W&WS)** at IIRS, Dehradun for a period of one year from the date of contract and extendable for additional one year.

2. TERMS AND CONDITIONS: The details of the terms and conditions of the service contract are given as **Annexure I**

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.

6. CLARIFICATION OF TENDER DOCUMENT, PRE BID MEETING:-

6.1 A tenderer requiring any clarification of this document shall contact the P&SO, IIRS in writing on the letter head signed by company's authorized signatory and attached as scanned copy at the email address (or hand delivered at IIRS security) mentioned in this document or raise enquiries during the **online pre-Bid meeting**.

6.2 The tenderer's designated authorized representative is invited to attend an **online pre-Bid meeting** on **07/04/2021 at 15:00 hrs.** The purpose of the meeting will be to clarify issues and to answer questions that may be raised at that stage. The mode and medium of the meeting shall be communicated on requests received later.

6.3 The tenderer shall submit questions, if any, in writing, to reach the P&SO, IIRS email address mentioned in this document, not later than 1 day before the date of the Pre-Bid meeting.

6.4 Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a tenderer.

7. SUBMISSION OF THE TENDER:-

The bid is required to be submitted in **two parts**. One part is the "**Techno-Commercial Bid"** and the other part is the "**Price Bid"**. The Bidder shall submit the bids in two separate envelopes. One envelope shall contain Techno Commercial bid and the other shall contain the Price bid. The bidder shall seal the Techno Commercial Bid and the Price Bid in two separate envelops duly marked as **"Techno-Commercial Bid"** and **"Price Bid"** respectively. Both the envelopes shall then be sealed in one outer (main) envelope. The main envelope must be sent to **Purchase and Stores Officer, Indian Institute of Remote Sensing (IIRS), Government of India, Department of Space, 4 Kalidas Road, Dehradun -248001, and Uttarakhand**

8. The procedure and documents to be submitted with "**Techno-Commercial Bid"** are mentioned as **Technical Terms and Conditions as Annexure II:**

9. The procedure and documents to be submitted with "**Price Bid"** are mentioned at **Annexure III:**

10. Bidders which are found technically eligible and qualify on the parameters of "Techno-Commercial Bid" (first part) i.e. will ONLY be considered for opening and evaluation for second part i.e. "Price Bid".

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IIRS (ISRO), Dehradun

ANNEXURE-I

TERMS AND CONDITIONS OF
Watch and Ward Services (W&WS)

(A) Scope of Work of the Contractor
(Details of Watch and Ward Services)

i.) IIRS, Dehradun located at 4 Kalidas Road, Dehradun requires reputed, established and financially sound manpower Companies/ Firms / Agencies to provide Watch and Ward Services (W&WS) to IIRS on contract for assistance to carry out day to day upkeep of office work.

ii.) The Service provider must be holding a valid license under the provision of The Private Security (Regulations) Act (PSARA) 2005 providing for operation in the Uttarakhand State.

iii.) The staff or the manpower deployed by the contractor for the delivery of Watch and Ward Services at various locations of IIRS will be called contractors service delivery personnel.

iv.) The contracting firm shall through its own staff deliver the Watch and Ward Services at IIRS, Dehradun.

v.) The maximum required number of staff to carry out W&WS at various locations of IIRS, their eligibility (qualification(s) /specifications) and nature of service / work is given in succeeding para(s) below.

vi.) 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 authorized Administrative Officer.

vii.) **Qualifications / Specifications of contractor deploying its workforce for Watch and Ward Services**:
At least 50% of security personnel should be from defence service background. W&WS delivery personnel must have qualification and minimum eligibility for providing Watch & Ward Services which are given as under:

a) S/he should be:-
   i.) Minimum Education;- 10+2;
   ii.) Minimum Experience: - 3 years.
   iii.) In case of Ex-Servicemen:- Should be minimum 10 pass and must produce discharge book and PPO (Ex-servicemen/Ex-CPMF/Police Personnel of GD)
   iv.) 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 (Female 155cm) Weight –Should be corresponding to height as per chart released by Indian Medical Association. Chest- Minimum 80cms with minimum 5cms expansion (no requirement of chest for female candidates). Eyesight/hearing-Good; should be able to qualify PET Test; which include 01 long distance run, 01 short distance sprit, chin ups, push ups, sit ups and fireman lift; no speech impairment OR Physical Standards and Medical fitness as per PSARA Act 2005 and Rules OR Uttarakhand Private Security Agencies Rules, 2018 as applicable.**
b) S/he should be in good health and well-mannered.
c) S/he should be of minimum 18 years of age and maximum age of 55 years.
d) S/he should able to perform various Security tasks as mentioned in para (B).
e) S/he should be well conversant and fluent in Hindi and should be able to read and understand basic instructions in English and Hindi before an individual.

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

g) Her / His antecedents should have been got verified by the agency from the local police authorities.

h) S/he should not be related to the serving employees of Department of Space (DOS)/ISRO/IIRS/CSSTEAP or their family members 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.

i) The service contractor must on his letter head and certify specific competency of his employees deployed / to be deployed at IIRS.

j) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct, or moral turpitude while serving in any of the armed forces of the Union, State Police Organization, Central or State Governments or in any private security agency shall be employed or engaged by the service provider

k) An undertaking from each and every individual employee of the contractor deployed at IIRS for execution of the contract stating that s/he is an employee of the contractor and are aware and accept that with whichever establishment they are deployed by the contractor, the concerned establishment is not under any obligation for providing regular employment in their establishment and that they have no objection whatsoever to be removed / redeployed / withdrawn from the concerned establishment in case their services are found unsatisfactory by the concerned establishment or s/he violate the terms of service as agreed by the contractor during or and on the expiry of the service contract. They are aware that the establishment of their deployment does not recognize any employee employer relationship with any of the workers of the contractor.

viii.) **Nature of services and periodicity:** The services that are to be provided by the bidder are categorized under two categories as given below in Table-I and the periodicity of such service are mentioned against it.

WATCH AND WARD SERVICES: WITHOUT ARMS					
S. No.	**Nature of Watch and Ward Services to be delivered by**	**Periodicity / Frequency of service required**	**No of Shifts / Per Day (24Hrs)**	**Number of locations where service are to be delivered.**	**Unit of Services to be delivered per on a working day (2 Hours=1 unit)****
01.	W&W Services (Without Arms) Male Personnel only	On all days though out the currency of the contract.	3 Shifts of 8 Hours Each (Shift A, B & C)	1 (one)*	12 service units i.e. 24hrs
02.	W&W Services (Without Arms) Male Personnel only	On all working days during the currency of the contract. (On – Call basis the services may be required on non-working days / holidays)	1 Shift of 8 Hours (Shift D)	1 (one)*	4 service units i.e. 24hrs
03.	W&W Services (Without Arms) Female Personnel only	On all days though out the currency of the contract.	2 Shift of 8 Hours (Shift A & B)	1 (one)*	8 service units i.e. 24hrs

Shift A= 0600HRS 1400HRS; B=1400HRS to 2200HRS; C=2200HRS to 0600HRS; D= 0900HRS to 1700

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*(Details of locations where services are to be provided shall be informed later to the successful bidder; the number of locations may increase or decrease)

** 2.00 hours of duty performed by W&WS delivery personnel of the contractor in each category of work is defined as one unit of service. For example 2.00 hours of W&WS is one unit of services and thus 8 hours of deployment of W&WS delivery personnel at a location will contain 4 units of service delivered.

viii.) 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.

ix.) The staff of the W&WS service provider deployed for the delivery of services as per Table - I shall provide its service at the delivery location on all the working days of IIRS. The office working hours is 0900 HRS to 1730HRS. The IIRS office remains closed on Saturday, Sunday and during Central Government gazetted holidays as notified by CGEWCC Dehradun. The contractor must be able to provide W&WS services through its staff on Saturdays/Sundays/Gazetted holidays and / or before/after normal office working hours and/or in the exigencies of services. **For additional units delivered per day, this office will make payment of wage on pro rata basis. (Wages for one paid holiday (Saturday) per week has is included in the minimum wages fixed for a day)**

x.) Maximum one contractor's *W&WS delivery personnel* is to be deployed at each pre-identified locations as shown in Table I to deliver W&WS at that location. Total number of such W&WS locations at present are 3 (Three) which may vary **i.e. it may increase or decrease depending on the requirement. In case, of additional locations required to deliver W&WS services then the contractor must be able to deploy his additional W&WS delivery staff personnel accordingly 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 or club two or more locations as one for W&WS services in part/full without assigning any reasons.**

xi.) IIRS will inform the required number of service units for the next month during the last week of each month. In absence of any such instructions from IIRS by the last working day, the service provider shall provide the same number of units for the next month as for the concluding month. IIRS is neither under any obligation nor guarantee to deploy any minimum number of service units in a month.

(B) Duties to be performed by W&WS delivery personnel & Responsibilities.

i.) W&WS delivery personnel deployed by contractor shall be responsible for:-

a. Proper maintenance deployment of the guards and maintenance of various registers kept at the Reception Namely; Key Register, Visitors Register, Telephone Register, Late Sitting Register, etc.
b. 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.
c. Maintain liaison with authorized officials.
d. Detailing in rotation, security guards for patrolling, surprise checking at the floors of IIRS Buildings.
e. Carrying out any other tasks as may be assigned by the IIRS.
f. The Security personnel will also take round of all the important and sensitive points of the premises as specified by the IIRS.

ii.) ***Deployment of Guards/ Security personnel 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.***

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iii.) 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.

iv.) Security personnel shall also ensure door keeping duties.

v.) 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.

vi.) Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out.

vii.) 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.

viii.) 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.

ix.) The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.

x.) 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.

xi.) The Security Supervisor/Guards are required to display mature behaviour, especially towards female staff and female visitors.

xii.) The Security Guard on duty shall not leave the premises until his reliever reports for duty.

xiii.) Any other provisions as advised by the IIRS may be incorporated in the agreement. The same shall also be binding on the contractor.

xiv.) 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.

xv.) 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, marking his/her attendance and to complete all other required formalities as approved by the Institute.

xvi.) 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.

xvii.) 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.
i) 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.

xviii.) 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.

xix.) 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.

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xx.) 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.

xxi.) 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.

xxii.) 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.

xxiii.) 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.

xxiv.) 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.

xxv.) 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 W&WS service contractor should liaise with local Police station.

xxvi.) 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.***

xxvii.) Security staff engaged by the contractor shall not take part in any staff union and association activities.

xxviii.) 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

(C) 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 K 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 Watch and Ward Services are required on all working days during the year or as required. The agency/contractor shall ensure continuous and uninterrupted delivery of W&WS units at each identified location and to ensure suitable replacements of W&WS delivery staff as and when concerned W&WS delivery staff deployed at that location is/are unable to deliver the service due to leave etc. 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 W&WS delivery staff at IIRS 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 equivalent to prevailing minimum wages as per **para G (iii) per day each 4 units of work.** The contracting agency has to submit the proof of successful delivery of W&WS units at each identified location by providing certificate from

Kalpana

भण्डार एवं क्रय अधिकारी
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Purchase & Stores Officer
IIRS (ISRO), Dehradun

the focal point of each location and proof of monthly attendance, wages ESI payment and EPF payment made to its W&WS delivery staff deployed at IIRS. The contractor shall have no other claims whatsoever in this matter and the decision of the IIRS shall be final and binding.

(D) Security Deposit: - <u>(To be according to the latest rules / guidelines issued by the Govt. of India. and instructed by Purchase & Stores Officer, IIRS)</u>

i.) The Successful Contractor shall submit security deposit @ 3% 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 or in the form of FDR/BG within a period of one month from the date of award of contract (Please refer Sl.No. 15 at Annexure V)

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.

(E) ESI Act /EPF Act /Labour Act/Workmen's Compensation Act/Payment of Wages Act / Minimum Wages Act, PASRA 2005 and various rules & regulations under these Acts:-

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 W&WS delivery staff 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 Service provider must be holding a valid license under the provision of The Private Security (Regulations) Act (PSARA) 2005 providing for operation in the Uttarakhand State.

iv.) 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 W&WS delivery staff personnel engaged by him.

v.) The contractor is responsible for obtaining PF statement from PF commissioner's Office and distribute the same to the W&WS delivery staff personnel periodically and confirm the same to Director, IIRS.

vi.) 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 W&WS delivery 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.

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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 ***contractor's W&WS delivery staff personnel*** should be first brought to the attention of the Administrative Officer responsible for ***Watch and Ward Services contract*** for appropriate action.

xi.) The Contractor shall ensure maintenance of the following registers with respect to its ***W&WS delivery staff personnel*** and shall produce the same on demand, to the concerned authority of IIRS and to any authority authorized under law. The contractor shall periodically inspect to ensure that the staff deployed are complying to the minimum working hours.

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 /rules/regulations.

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. Parameters of the uniform shall conform to provisions of PSARA 2005.

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 proposed W&WS delivery staff to be deployed shall be made available to the Indian Institute of Remote Sensing, (IIRS), and Dehradun and if any change is required on part of the Indian Institute of Remote Sensing, (IIRS), Dehradun and fresh list 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 its W&WS delivery personnel deployed by him in the Indian Institute of Remote Sensing, (IIRS), Dehradun.

xvi.) ***The antecedents of contractor's W&WS delivery staff personnel 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.) All liabilities arising out of accident or death of contractor's W&WS delivery staff personnel while on duty shall be borne by the contractor and the Department will not be responsible for any accident or death while on duty.

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

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vii.) 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.

viii.) 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 and EPF records verified once in two month from the ESI / EPF inspector and submit the report to IIRS.**

ix.) 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.

x.) ***ESI will be applicable only for those contractor's W&WS delivery staff personnel who are not availing medical facility from any Government Department. The contractor should produce the documentary evidence for claiming the same.*** **ESIC card must be issued to all the personnel deployed in IIRS which shall be distributed in presence of IIRS representative.**

xi.) The contractor shall once in 3 months furnish a declaration from all the contract W&WS delivery personnel that the payments towards ESI/EPF has been updated for the period. Pending such declaration from all its service delivery personnel, bills of the contractor are liable to be withheld.

(F) Obligation of the W&WS services delivery contractor and its services delivery 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 *contractor's W&WS delivery staff personnel*, before their deployment at IIRS.

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.) At least 50% of security personnel should be from defence service background.

v.) Monthly payments should be made through individual bank accounts only. The proof of crediting the salary to the individual accounts of the deployed W&WS delivery staff personnel shall be submitted to the IIRS administration within 10th of every month, only then the payment for the next month shall be released.

vi.) Contractor shall provide the copies of updated EPF/ESI account statement of its each service delivery staff deployed at IIRS.

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

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xix.) 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.

xx.) The contractor's W&WS delivery staff personnel deployed by contractor at IIRS shall not accept any gratitude or reward in any shape.

xxi.) ***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.***

xxii.) ***The contractor shall ensure that all his employees observe cleanliness and wear neat and clean prescribed 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 its W&WS delivery staff personnel 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.***

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

xxiv.) 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.

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

xxvi.) 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.

xxvii.) 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.

xxviii.) 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.

xxix.) During surprise checks by any authorized officer of the IIRS, if a particular contractor's W&WS delivery staff personnel is found negligent/drunk/intoxicated/sleeping on duty, the contractor will have to withdraw the W&WS delivery staff personnel 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 such contractor's W&WS delivery staff personnel will be charged as penalty.

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

xxxi.) ***The functional control over the contractor's W&WS delivery staff personnel deployed by the contractor will rest with IIRS administration and the disciplinary administrative / technical control will be with the contractor.***

xxxii.) IIRS may require the contractor to dismiss or remove any person or persons, deployed by the contractor from the place of work for the execution of this contract, 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.

xxxiii.) The contractor has to provide Photo Identity Cards to its staff deployed at IIRS for carrying out the work. These cards shall only be valid on cross verified and stamping by IIRS security personnel. Such ID cards are to be constantly displayed & their loss should be reported immediately.

xxxiv.) ***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.***

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

xxxvi.) The Watch and Ward Services provider's personnel 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.

xxxvii.) The Watch and Ward Services provider contractor shall arrange for the transportation, food, accommodation and any other requirements of its W&WS delivery staff/ personnel deployed at IIRS. IIRS will have no liability in this regard at any stage.

xxxviii.) 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.

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

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

xli.) 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.

xlii.) The personnel deployed by the service providing agency/contractor for the delivery of Watch and Ward Services at IIRS 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.

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xliii.) 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.

xliv.) 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.

xlv.) The personnel engaged for the delivery of W&WS 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.

xlvi.) 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 its W&WS delivery staff personnel posted by them.

xlvii.) 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.

xlviii.) Any replacement of W&WS delivery staff personnel 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 its concerned W&WS delivery staff personnel 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.

xlix.) W&WS delivery staff personnel deployed by the contractor shall not take part in any staff union and association activities.

l.) 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.

li.) The contractor shall have his own Establishment / set up / mechanism / Training institute g institute recognized under PSARA 2005 or have tie up with institutions recognized in terms of PSARA 2005to provide training aids or should have tied up with such 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

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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.

lii.) 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.

(G). Payment terms

i.) Two hours of duty performed by W&WS delivery personnel of the contractor in each category of work is defined in para A (viii) Table I and Para B as one unit of service. 4 units of services delivered per person and per working day by for the category of W&WS delivery staff personnel deployed by the contractor is defined as "per day wage of the W&WS delivery personnel". For example two hours of A-Services is one unit of services and thus 8 hours of duty will contain 4 units of service delivered.

ii.) The contractor has to ensure that per day wage for the W&WS delivery staff personnel deployed by him for the delivery of services at IIRS for services as defined in para A (viii) Table I shall be fixed by as per the "minimum wages" per day as defined under Minimum Wages Act -1948, extant rules as amended from time to time and as detailed below in the table. The details of minimum wages applicable during the currency of the contract shall be as detailed hereunder:

S. No.	*Nature of W&WS Service Units*	***Rate of reimbursement** of wages to the contractor for each successful delivery of 4 units of W&WS services/day (fixed) against proof of such wage is paid by him to his delivery personnel on a working day deployed at a given location.*
01.	REFER TABLE-I AT PARA A. viii	**Minimum Wage-** As per the notification issued by, Office of the Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India - New Delhi under "Industrial Workers" sphere/category under sub-category of for **"WATCH AND WARDS (WITHOUT ARMS)"** for B Area (Dehradun) for work above the ground. See note #1

***Note #1:** same as applicable for workers employed in WATCH AND WARD (WITHOUT ARMS)*

iii.) Minimum Wages- As per the notification issued by, Office of the Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India - New Delhi under "Industrial Workers" sphere/category as applicable for **"WATCH AND WARD (WITHOUT ARMS)"** for B Area (Dehradun) workers For reference the prevailing notification order File No.1 /20(6) /2020-LS-II dated 12/10/2020.

iv.) Payment made by the W&WS provider made to its W&WS delivery personnel, deployed at IIRS, as wages for the **only** days on which when such service units are actually delivered on (i.e. normally a working day) for that month shall be **only be reimbursed** at the minimum wages rate as fixed under para G (ii) on submission of proof by the contractor of having paid such minimum wages for those days as defined in preceding para (ii) & (iii). Accordingly, he shall also be **reimbursed** statutory employer's contribution for EPF & ESI etc. on production of proof as detailed in succeeding para(s).

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v.) *The W&WS provider contractor will be solely responsible to inform and submit a copy of the applicable revised VDA notification issued by* the Office of the Deputy Chief Labour Commissioner (Central), Ministry of Labour & Employment, Government of India, Dehradun under "Industrial Workers" sphere/category and applicable subcategories as defined in table above w*henever applicable to concerned Administrative Officer.*

vi.) The *amount of "**Service Delivery Charges**" which is only to be quoted by the Contractor shall remain fixed during the period of contract. [Service delivery charges for successful delivery of 4 fixed service units per working day per location* (In other words service charges to be quoted for the contract for each present person attending the duty only for 8hrs per day per location)*] Service Charges quoted must be all inclusive i.e. all administrative charges, postal/ correspondence charges, placement charges, profit margin, bank charges and all other charges etc.*

vii.) The contractor shall pay wages to its persons deployed in strict compliance with the Minimum Wages Stipulations under "Industrial Workers" sphere/category (as per para G. iii) and applicable subcategories "Watch and Ward (without arms)" 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.

viii.) 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.

ix.) **Payments will be made for the service charge as quoted by the contractor for the actual number of service units delivered at a location(s) in a month on submission of bill of along with certificate from each W&WS user location focal point along with proof of monthly attendance of W&WS delivery staff deployed at that location. Additionally, in accordance to para G (iv), the contractor shall be <u>reimbursed</u> for payment of wages (only for the days on which such deployed staff of contractor has delivered the service), ESI payment and EPF payment made to its W&WS delivery staff deployed at IIRS.**

x.) For claiming the bill for the first month, the agency needs to furnish the registration details of ESI and EPF of each of the W&WS delivery staff personnel and from the second month onwards the agency shall furnish the challans of the remittances made towards ESI, EPF of each of the W&WS delivery staff personnel deployed and challans of the Service Tax paid and copies of Form 26 AS of the Income Tax paid. The contractor shall once in 3 months furnish a declaration from all the contract W&WS delivery personnel that the payments towards ESI/EPF has been updated for the period. Pending such declaration from all its service delivery personnel, bills of the contractor are liable to be withheld.

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

xii.) 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.

xiii.) Any refund received against the claim made by the contractor for excess payment made to EPF/ESI or GST authorities by the contractor for which he has already been reimbursed by

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IIRS shall be treated as overpayment. Such instances must be immediately brought to the notice of IIRS authorities and the contractor is duty bound to return such overpayment / refund back to IIRS.

xiv.) Payments will be made to the contractor on monthly basis as per the actual successful service units delivered at each identified location of IIRS. The Contractor should submit monthly bills to Purchase and Stores Officer, IIRS latest by 10th day of the following month, enclosing the following:-

(a) Bill of total number of actual service units delivered at all location in a month;
(b) Certificate from each W&WS user location focal point;
(c) Proof of monthly attendance (Copy of Attendance Register for the month duly certified as prescribed which will also be verified by ACS record of IIRS),
(d) Payment of wages (Copy of Wage Register for the month duly signed by each workforce and certified as prescribed);
(e) ESI payment and EPF payment made to its W&WS delivery staff deployed at IIRS (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)
(f) Copy of GST remittance challan of the month, showing the amount remitted for this work.
(g) Once in 3 months a declaration that the latest ESI/EPF amount of service delivery staff deployed at IIRS has been credited to their accounts.

xv.) 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. Further, IIRS can demand inspection of all the records pertaining to above at any time.

xvi.) The payment would be made at the end of every month based on the actual number of service units delivered at a location by its W&WS delivery personnel 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.

xvii.) 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.

xviii.) 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.

(H).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.

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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 comply or produce any record documents as demanded at para F (xiii) or fails to provide satisfactory justification for such failure and /or noncompliance of statutory rules under EPF/ESI or labour laws.

3. If the contractor fails to perform any other obligation(s) under the contract / work order.

4. 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

5. 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.

(I). 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.

(J) 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 disputes, if any, arising out of this agreement between the parties.

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(K) 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.

(L) 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.

(M) 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.

(N). 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.

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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.

vii.) For the purpose of the contract the term "Service Provider", "Bidder", "Contractor" and "Tender" bear the same meaning for the purposes as in the above paragraphs.

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Annexure II:
Technical Terms and Conditions

Essential Basic Requirement & Check list for qualifying in the Technical Bid:

S. No.	(I) Specific Min Requirement	(II) Documents Required in support of –(I)	(III) Bidder Confirmation	
A. Legal entity of bidder firm			Please mention the details of the document (type of the attached document)	Page No.
1	The bidder must be registered and legal entity. (Private/Public Limited Company registered under the Indian Companies Act 1956, (or the Companies Act, 2013), Partnership firm, Sole proprietorship Firm, HUF, Trust Regd. Society, Joint Venture etc.)	• Two documents in the name of the Legal Entity of the bidder's firm confirming the name and address issued by a Government authority/ department, as registration / license document.		
		• Certificate of Incorporation / Memorandum of Understanding / Partnership Deed /Society Registration / Registration certificate under Shop & Registration Act. Any other legal registration certificate of the establishment under specific Act, please mention. Full details of ownership and control in case of partnership, Trust, Society, Joint Venture etc.		
		• Latest Certificate (within the last 3 month) issued by the bank of the bidder on their letter head certifying it's details name of the firm, constitution, current account number, address as per bank record, year of account opening in bank / branch and name of the authorized signatory of the bidding firm / entity.		
2	Details of Authorized signatory.	• On the firm's letter head with one self-attested recent passport size photograph of the Karta / Authorized person of the firm / agency / company with name, designation, address and office telephone number of Directors / Partners		
3	In case of Bidder comprises of Joint Venture /	• Power of Attorney signed by the legally authorized signatories of all members of consortium/joint		

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	Consortium / partnership/HUF then Nomination of one of the members of the partnership, consortium or joint venture to be in charge. *(In case the bidder is not JV/consortium/partnership/ HuF etc. then please mention Not Applicable in column III)*	venture/partnership firm and authorization to be covered in.		
		• A written power of attorney authorizing the signatories of the bid to participate in the bid.		
		• 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.		
		• 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;		
		• Full details of ownership and control of each member thereof.		
4	Self-attested copy of valid bidder / company / society / consortium/ partners PAN Card.	• Self-attested copy of valid bidder / company / society / consortium/ partners PAN Card.		
5	The Service provider must be holding a valid license under the provision of **The Private Security (Regulations) Act (PSARA) 2005** providing for operation in the Uttarakhand State.	• Service provider must produce that all the relevant licenses / registrations / permissions under PSARA 2005 / Uttarakhand Private Security Agencies Rules, 2018.		
B. Address proof of bidder / firm				
5	Proof of Registered Office	• The Bidder should produce copy electricity bill / fixed telephone bill / rental agreement in the name of the legal entity of the bidder firm / entity which should be at not be less than 6 months old as a proof.		

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6	Proof of having office in Uttarakhand and branch office at Dehradun.	• The Bidder should produce copy electricity bill / fixed telephone bill / rental agreement in the name of the legal entity of the bidder firm / entity which should be at not be less than 6 months old as a proof. • **Undertaking** from the bidder that in case the contract is awarded the bidder shall open its branch office / office in Dehradun within 6 months.		
C. Proof of registration with State / Central Labour Commissioner				
7	Must be registered with Chief Labour Commissioner (Central) [CLC(C)] under relevant (manpower/ watch and ward services) category since last five Financial Years	• Self-attested copy of Registration Certificate and or licence under Contract Labour Act (R&A), 1970 issued by Chief Labour Commissioner (Central) [CLC(C)] **valid since last five years.**		
8	Licensee as an outsourcing manpower supply agency from Department of Labour Uttarakhand Government since last three years.	• Self-attested copy of Registration Certificate and or licence under Contract Labour Act (R&A), 1970 issued by Chief Labour Commissioner (Central) [CLC(C)] valid **since last three years**.		
D. Proof of registration with / E.P.F/ E.S.I. / G.S.T. Authorities.				
9	Must be registered with Employees' Provident Fund Organisation (E.P.F), India under Employees' Provident Funds & Miscellaneous Provisions Act, 1952 during the last (03) three Financial Years.	Self-attested copy of valid (must be valid as on date of opening of Technical bid) registration with **E.P.F.** Clearly showing Date of Issue of certificate (at least valid through last 3 years) and Date of Validity.		
10	Must be registered with Employees' State Insurance Corporation of India (E.S.I) under The ESI Act, (1948) during the last (03) three Financial Years.	Self-attested copy of valid (must be valid as on date of opening of Technical bid) registration with **E.S.I.** Clearly showing date of issue of certificate (at least valid through last 3 years) and Date of Validity.		

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11	Must be registered for Goods & Service Tax under Central Goods and Services Tax Act, 2017 during the last (03) three Financial Years.	Self-attested copy of valid (must be valid as on date of opening of Technical bid) registration with **G.S.T authorities.** Clearly showing date of issue of registration (at least valid through last 3 years) and Date of Validity.		
E. Proof of compliance with / E.P.F/ E.S.I. / G.S.T. Authorities.				
12	Must submit proof of payment of E.P.F paid for last (03) three financial years for the manpower employed by bidder for its clients under watch & ward outsourcing contract services for at least the number not less than that required and specified for this tender.	Self-attested all the pages of "Electronic Challan Cum Return (ECR)" of the FIRST and LAST month of financial years as mentioned below including the covering page mentioning name of the establishment, address details and TRRN number and "Payment Confirmation Receipt" for the employees not less than in number of manpower service specified for this tender for the last 3 F.Y. • 2017-2018 • 2018-2019 & • 2019-2020		
13	Must submit proof of filing of Electronic Challan cum Returns (ECR) for the current / latest financial year.	Self-attested of Electronic Challan cum Returns (ECR) for the financial year FY 2019-20 & 2020-21.		
14	Must submit proof of payment of E.S.I paid for last (03) three financial years for the manpower employed by bidder for its clients under watch & ward outsourcing contract services for at least the number not less than that required and specified for this tender.	Self-attested all pages computer generated challan with transaction number details etc. and list of employees with IP number of the FIRST and LAST month of financial years for the employees not less than in number of watch & ward manpower service specified for this tender for the last 3 F.Y. • 2017-2018 • 2018-2019 & • 2019-2020		
15	Must submit proof of filing of ESI Electronic Challan	Self-attested of Electronic Challan cum Returns (ECR) for the financial year FY 2019-20 & 2020-21.		

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	cum Returns (ECR) for the current/ latest year.			
16	Must be GST payee and submit proof of payment of Goods & Service Tax (GST) since last (03) three Financial Years along with the Goods & Service Tax and Goods & Service Tax clearance certificates	GST challan for the First and the last month of each financial year as mentioned. Proof of payment GST for the last 3 F.Y. • 2017-2018 • 2018-2019 & • 2019-2020		
F. Financial Strength and compliance of the bidder firm.				
17	Bidder's firm /entity must be a going business concern and having its revenue (sales) from its business operations for providing manpower or similar watch & ward services must not be less than Rs25 Lakh (Rupees Twenty Five Lakh) during the last all (03) three financial years.	Self-attested copy of audited balance sheet & Profit & Loss statement for • FY 2017-2018 • FY 2018-2019 & • FY 2019-2020		
		A certificate in original from a Chartered Accountant certifying revenue (sales) turn over for providing manpower or related watch & ward services for the last three financial years FY 17-18, 18-19 & 19-20.		
18	Must be net Income Tax payee continuously for the **last (03) three financial years.**	Proof of payment / deposit of Income Tax for • FY 2017-2018 • FY 2018-2019 & • FY 2019-2020		

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19	Must provide proof of filing of Income Tax return since last five (05) financial years.	Proof of payment of Income Tax returns along with the Income Tax Returns / Sarals / ITR forms and Income Tax clearance certificates for last 5 FYs. • FY 2015-2016 • FY 2016-2017 • FY 2017-2018 • FY 2018-2019 & • FY 2019-2020		
G. Proof of Experience, track record & Satisfactory Performance. **Experience of supply of personnel towards House-keeping, Landscaping will not be considered.**				
20	The firm must have proven track record in continuity for at least three (03) preceding calendar years of having its own experienced back office administrative staff, team (other than the owner / director / proprietor / partner) of at least 4 person or more on the bidder's pay roll with minimum necessary infrastructure for proper supervision and execution of Watch and Ward services and	On the letter head of the firm details of administrative staff such as manager, executives, team leaders, customer service, data entry personnel & contract supervisor etc. employed by the firm during the last 3 calendar years (2020, 2019, 2018) with their names & designations.		
		A copy of wage register for December 2020, 2019 & 2018 of employees of the firm.	क्रय एवं भण्डार अधिकारी भा.सु.सं.सं. (इसरो),देहरादून Purchase & Stores Officer IIRS (ISRO), Dehradun	
		On the letter head of the firm details of equipment such as vehicles / personal computer / Xerox machine / fax machines / telephones etc. owned or used for office purposes.		

	compliance of statutory labour / EPF / ESI rules.			
21	Must have proven experience of providing / supplying security or watch and ward services continuously for last three financial years from Financial Year 2017-2018 onwards to State / Central Government Departments / Government funded Autonomous Institutions / Universities / Public Sector Undertakings / Public Sector Banks Local Government Bodies / Municipalities. The number of such security watch and ward manpower supplied must be above the 15 personnel any given time throughout the year.	1. Copies of supply order / purchase order / work contract awarded along with work completion certificate in favour of bidder from FY 2017-2018 onwards to prove minimum of three years of continuous experience. *Work orders without completion certificates alone cannot and will not be considered as proof of experience.* *Only orders from copy of contract / order must be from State / Central Government Departments / Government funded Autonomous Institutions etc. as mentioned will be considered.*		
		2. On the letter head of the firm consolidated number of watch and ward manpower supplied / provided under contract during each financial year (possibly month wise details). • FY 2017-2018 • FY 2018-2019 • FY 2019-2020 (Less than 15 No's for any financial year shall lead to rejection of technical bid)		
22	Verifiable satisfactory performance certificates from award of the contract from three (03) Principal Employers during the recent past and not before 2017-2018 with at least two from a State / Central Government Departments / Government funded Autonomous Institutions / Universities /	Copy of verifiable satisfactory performance certificate with name, address and telephone number of the principal employer from three (03) principal employers wherein at least two (02) MUST BE from State / Central Government Departments / Government funded Autonomous Institutions / Universities / Public Sector Undertakings / Public Sector Banks Local Government Bodies / Municipalities	क्रय एवं भण्डार अधिकारी भा.सु.सं.सं. (इसरो),देहरादून Purchase & Stores Officer IIRS (ISRO), Dehradun	

	Public Sector Undertakings / Public Sector Banks Local Government Bodies / Municipalities.	*Note: Experience Certificate prior to before FY 2017-18 will not be accepted. IIRS will verify the certificate from the certificate issuing authorities.*		
23	The bidders must furnish the information with regard to the existing commitments	Copy of existing work order / supply order / purchase order etc. for watch and ward / security manpower supply.		
H. Compliance of Vigilance & Good Ethics				
24	Proof that the firm is neither at present nor in the past was ever put on the holiday list / black list / suspended list / barred list and no litigation with statutory authorities.	An undertaking (self-certificate) that the bidder has never ever been blacklisted by any Central / State Government institution and there has been no litigation history with any Government department or any statutory organizations of Sate / Central Government like EPF Authority, ESI Authority and Labour Commissioner etc.		
25	Undertaking with respect to compliance of vigilance rules and fair practice.	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.		
I. Misc. Tender terms & conditions				
26	Undertaking on Agreement on the terms and conditions of the contract.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) on Agreement to the Terms and Conditions of the Contract.		

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27	Earnest Money Deposit	Bid Security Declaration shall be submitted by the bidder in lieu of submitting EMD amount (Annexure-4)		
28	Tender Cost	Demand Draft towards Tender Cost for Rs 590/-		

a. The bidder must meet all the specific minimum technical requirement to be technically eligible which shall be evaluated on the basis of the supporting documents as proof mentioned at column II.
b. No entry column in III to be left blank.

I.....on behalf of M/s.....certify that all the above document attached are true and relevant as required and agree to the terms and conditions. The documents are firmly and securely placed at the page Nos. as shown against each. I do not have any objection, in case these are cross verified by IIRS from the issuing authorities.

Signature of authorized person (bidder)

Seal

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[ON THE LETTER HEAD OF THE TENDERING COMPANY / FIRM]

ANNEXURE- III (PRICE BID)

From: .....

To,

Purchase and Stores Officer,
IIRS, ISRO/Dept. of Space,
4 Kalidas, Road,
Dehradun

Sir,

Sub: Price Bid for providing WATCH and WARD SERVICES (W&WS) at IIRS, Dehradun (w. e. f. for 12 months from ...../...../.2021) or Notice to proceed whichever is later) -reg.

I/We hereby offer to provide IIRS the services detailed herewith/below at the price hereunder quoted and agree to hold this offer open till.....

2. I/We shall be bound to provide the W&WS service units at the locations as identified by IIRS hereby offered on the issue of the Purchase Order communicating the acceptance thereof on or before the expiry of the last mentioned date. You have the liberty to accept any one or more of the service units tendered for any portion of any one or more of service units. I/We not withstanding that the offer in this tender has not been accepted in whole, shall be bound to provide services to you such W&WS units and such portion or portions of one or more of the service units as may be specified in the said Purchase Order communicating the acceptance.

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3. PRICE BID / QUOTE

S. No.	Particulars	Amount (INR)
01.	REIMBURSEMENT OF WAGE TO OMTS PERSONNEL DEPLOYED BY CONTRACTOR FOR DELIVERY OF 4 SERVICE UNITS PER LOCATION PER WORKING DAY (ACTUALS WITH PROOF OF EMPLOYEE WISE DETAILS)	**NOT TO BE QUOTED** (AS PER PARA G (ii) to G (v) OF TERMS AND CONTIONS
02.	EPF – EMPLOYER CONTRIBUTION (ACTUALS BASED ON WAGE REGISTER FOR DEPLOYED PERSONNEL)	**NOT TO BE QUOTED** (AS PER ACTUALS)
03.	ESI – EMPLOYER CONTRIBUTION (ACTUALS BASED ON WAGE REGISTER FOR DEPLOYED PERSONNEL & APPLICABLE RULES)	**NOT TO BE QUOTED** (AS PER ACTUALS)
04.	**SERVICE DELIVERY CHARGES FOR THE DELIVERY OF ONLY 4 SERVICE (W&WS) UNITS (FIXED) PER WORKING DAY FOR A SINGLE (ONE) LOCATION.**	**TO BE QUOTED (FIGURES & WORDS)**
	(QUOTED AMOUNT IN INR)	
	(QUOTED AMOUNT IN WORDS)	
05.	GST ON ABOVE AS APPLICABLE UNDER THE RULES	**NOT TO BE QUOTED**

NOTE:

Contractor must carefully read all the terms and conditions of the tender specially para G (i) to (xvii) and must put signature on each page.

I. **Contractor's Service Delivery Charges in Rupees for each successful delivery of only 4 service (W&WS) units (fixed) per working day for a single (one) location (In figures and in words) is only to be quoted and must be commensurate with the responsibilities to be discharged under the contract. (In other words service charges to the contract for each present person attending the duty only for 8hrs per day per location) Service Charges quoted must be all inclusive i.e. all administrative charges, postal/ correspondence charges, placement charges, profit margin, bank charges and all other charges etc.**

II. 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.

III. IIRS/ISRO/DOS reserves the right to reject any or all bids without assigning any reason whatsoever.

IV. 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%.

V. Prices shall be quoted in Indian Rupees (₹) only.

VI. Any discrepancy between quoted prices in figures and that in words, if noted, will be sorted out in the following manner:-

a. If there is a discrepancy between the unit price and the total price the unit price shall prevail and the total price will be corrected accordingly.

b. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to above.

VII. Tender documents will be hosted on IIRS Web site of http://www.iirs.gov.in. Interested tenderers may, at their option, download the tender documents from website and submit offers along with prescribed tender cost (in the form of Demand Draft) and EMD (in form of Demand Draft/Bank Guarantee) as per details in the tender.

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notification. The Demand Draft should be sent in a separate cover with a covering letter along with the cover containing the quotation.

VIII. Tender fee shall be payable only in the form of bank draft drawn in favour of Pay and Account Officer, Indian Institute of Remote Sensing (IIRS), payable at SBI Dehradun **(BRANCH IFSC CODE : SBIN00630)**. No other mode of payment for tender fee is acceptable.

IX. Vendors/firms name and tender no. shall be indicated on the reverse side of the Demand Draft.

X. While requesting for tender documents, please do not super scribe tender number and due date on the envelope. Instead indicate "Request for Tender Documents".

XI. Detailed specification, terms and conditions are furnished in the tender documents.

XII. DD should not be dated prior to the date of advertisement / intimation / website. Separate requests and demand drafts shall be sent for each tender document.

XIII. IIRS will not be responsible for non-receipt of tender documents/offers due to postal delay / loss in transit.

XIV. Quotations received without payment of tender fee will be treated as unsolicited.

XV. Quotation shall be valid for a period of SIX Months from the date of submission.

XVI. Quotations received after the due date and time will not be considered.

XVII. While submitting your offer please super scribe tender no and due date on the envelope. Addressed to The Purchase and Stores Officer, Indian Institute of Remote Sensing, Government of India, Department of Space, Dehradun – 248001, Uttarakhand, INDIA

XVIII. If tender opening date happens to be public holiday tender will be opened on the next Working day & interested Vendors may depute their Representatives with proper authorization letter to attend the Public Tender opening.

XIX. Request for the extension of the due date will not be considered.

XX. Director, IIRS reserves the right to accept or reject any tenders in part or full without assigning any reasons thereof.

XXI. Tenderers who do not utilize the website shown at clause 01 above can also procure the Tender documents from The Purchase and Stores Officer, , Indian Institute of Remote Sensing, Government of India, Department of Space, Dehradun – 248001, Uttarakhand, INDIA on payment of Non-refundable Tender fee as indicated above. on all working days between 1000Hrs to1400Hrs.

[AUTHORIZED SINGATORY]

NAME

STAMP

DATE

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IIRS (ISRO), Dehradun

Annexure-IV

PROFORMA FOR
INDEMNITY BOND FOR BID SECURITY(EMD)

(On non-judicial stamp paper of appropriate value)

THIS deed of Indemnity made on this the ..... (day, month & year) between the President of India (hereinafter called the "Purchaser") acting through the Director, Indian Institute of Remote Sensing, 4, Kalidas Road, Dehradun, Uttarakhand-248001 of the first part and M/s.....(name & address of the Bidder), a firm registered under the Companies Act and having its Registered Office at ..... (hereinafter called the "Bidder") of the second part.

02. WHEREAS the Purchaser has tender the requirements against Tender Enquiry No. ..... dated ..... on the "Bidder" for ensuring the earnestness of the vendor in the participation of the procurement process on the terms and conditions mentioned in the Tender Enquiry.

03. AND WHEREAS the "Bidder" as per the terms and conditions of the Tender aforesaid has to execute an Indemnity Bond in placed of Earnest Money Deposit i.e bid security provided by tenderers for securing the fulfilment of any obligation in terms of the provisions of the tender documents and it is declared that:

(a) If a Bidder withdraws the proposal or increase the quoted prices after opening of the proposal and during the period of Bid validity period or its extended period, if any.

(b) In case of successful Bidder, if the Bidder fails to sign the Agreement or fail to execute the Purchase Order in accordance with the terms and conditions (including timeliness for execution of the Agreement) of this tender or fails to furnish the Security Deposit viz BG, PBG etc. in accordance with the terms and conditions (including timeliness for furnishing the security deposit) of the Purchase Order.

(c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. Bidder understand that this declaration shall expire if Bidder are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(d) We understand this Bid-Securing Declaration shall expire of we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

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04. NOW this deed witnesses that in pursuance of the above, the Bidder hereby agrees to indemnify the Purchaser and at all times to hold himself liable for all the losses or damages caused to or suffered or would be caused to or suffered by the Purchaser by reason of any breach by the said Bidder of the terms and conditions of the Tender/order aforesaid or from whatever causes or losses, interest, charges and incurred by the said Purchaser on account of the non-delivery of the supplies or full execution of the order aforesaid;

05. It is agreed by the Contractor, in terms of this Indemnity Bond, that the decision of the Director, Indian Institute of Remote Sensing, in case of any dispute, will be binding on the Contractor.

06. This Bond and the trust hereby created shall remain valid and binding on the Bidder during the procurement process of this Bond. The Purchaser reserves the right to further extend the period of the Bond till the tender is finalized or purchase order is executed to supply the item, under the terms and conditions of the aforesaid tender/Order.

07. It has been mutually agreed that the stamp duty on this deed of Indemnity Bond shall be borne by the Contractor.

08. In witness whereof the parties hereunto have set their hands to this Deed on the day and year herein above mentioned.

09. A declaration on the Company Letter Head that the individual representing the Bidder is authorised to sign this document is also attached with this Indemnity Bond.

For and on behalf of the BIDDER

Name and designation & seal

Witness No. 1 :

Witness No. 2 :

For and on behalf of the PURCHASER
Name and designation & seal

Witness No. 1 :

Witness No. 2 :

Name and designation of
Authorized Attorney with seal

क्रय एवं भण्डार अधिकारी
भा.सु.सं.सं. (इसरो),देहरादून
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Specific terms and conditions to the tender

Annexure-V

1. This is a two-part bid tender viz., Techno-Commercial Bid (consisting of Technical Specifications, Commercial terms & conditions etc.) and Price Bid. Both Techno-commercial bid & price bid shall be submitted in separate sealed covers super-scribing "Tender No. GIDI 2020000228-01, Due on 28/04/2021 at 17:00 Hrs. (Techno-Commercial Bid)" and "Tender No. GIDI 2020000228-01, Due on 28/04/2021 at 17:00 Hrs. (Price Bid)".
2. Both the sealed tenders (Techno commercial & Price bid) should be kept in one big cover super scribing Tender for "Watch & Ward Services (W&WS) at IIRS Colony & Campus "against Enquiry No. GIDI 2020000228-01, Due on 28/04/2021 at 17:00 Hrs and put in the Tender box available at Security Check Post IIRS, or send by post or courier within the due date & time prescribed.
3. The Techno Commercial Bid should clearly indicate the technical details, scope of supply, payment terms, delivery terms, delivery period, taxes and duties, warranty, guarantee, security deposit, performance bank guarantee etc. under separate heads. Please note that the price should NOT be indicated in the Techno-Commercial Bid.
4. Tender forms can be purchased from Purchase & Stores Section, IIRS Dehradun on all working days on payment of Rs. 590/- in the form DD drawn in favor of Pay & Account Officer, IIRS Dehradun payable at Dehradun or can be downloaded from www.iirs.gov.in. The DD shall be attached with Technical Bid. In order to avail of the benefits extended by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre / UdyogAdhar / NSIC Registration Certification along with your offer. As per Public Procurement Policy for MSEs, it is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. Firms registered as MSE/MSME/PSU are exempted from submitting the Tender Fee.
5. Only Techno-Commercial bid will be opened on the date of tender opening. The price Bids of those tenders whose Techno-Commercial Bids are found to be meeting our specifications/ requirements will be opened. The bidders are allowed to attend the price-bid opening on the prescribed date and time of opening.
6. Late & 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.
7. E-mail/Fax quotation" WILL NOT BE ACCEPTED"
8. All the pages of your offer should be signed by competent authority and affixed with your company's seal.
9. EMD/Bid Security: Bid Security Declaration shall be submitted by the bidder in lieu of submitting EMD amount (Annexure-4) with Techno-commercial bid.
10. The offer should be valid for a period of 90 days from the date of opening of Tender. Offer should be duly signed & stamped by competent authority.
11. Please quote the percentage of GST applicable. IIRS is eligible to provide IGST and GST Certificates for Concessional GST rate @5% under Ministry of Finance, Dept. of Revenue Notification No. 47/2017 – Integrated Tax (Rate) dated 14/11/2017, 45/2017- Central Tax (rate) dated 14/11/2017 and Gov. of Uttarakhand, Finance section-8, Notification No. 973/2017/9/(120)/IXXVII(8)/2017 dated 23/11/2017 as applicable.
12. In case "NIL" charges are quoted against the required items, the bid shall be treated as unresponsive and will not be considered.
13. The Delivery Period shall be mentioned in the bid without fail.
14. We are exempted from the payment of Customs Duty vide Notification No.51/96 Customs dated July 23, 1996 amended vide Notification No.24/2007 CUSTOMS dated March 1, 2007 by Ministry of Finance, Department of Revenue and necessary exemption certificate shall be issued upon request. Bid should clearly indication the quoted prices with CDEC Exemption, if so.

(Purchase & stores Officer)

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15. Security Deposit: -Wherever the offer value is Rs. 5.00 Lakhs or above, the successful tenderer should submit Security Deposit @ 3% of the order value by way of Bank Guarantee / FD Receipt. The Bank Guarantee shall be obtained from any Scheduled Bank on Rs.200/- Non Judicial Stamp Paper and should be valid beyond 2 months from the completion of all contractual obligations.
16. Fall Clause: The maintenance charges shall in no event exceed the lowest charges at which you service machines of identical description to any other party during the currency of this contract. If at any time, during the said period, you reduce the service charges of such system to any other customer, it shall be forthwith notified to us and the charges payable under the contract for servicing done after the date of coming into force of such reduction of service charges, shall stand correspondingly reduced.
17. Liquidated Damages –The delivery period quoted should be realistic. The delivery period so quoted and mentioned in the order is the essence of the order/contract. In case of delay in delivery of material as per the delivery schedule, Liquidated Damage @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value shall be levied. Wherever, installation and commissioning is also involved, the supply will be deemed to have been completed only when the entire Stores is supplied, installed and accepted.
18. If any bidder submits forged / false document along with the tender, offer of such vendors will be summarily rejected and such bidders will be blacklisted for all future tenders.

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