

**Indian Institute of Tropical Meteorology,
Dr. Homi Bhabha Road, Pashan, Pune-411008
Tender No. IITM/Armed guard Services/2015/06
e-Tender Notice**

Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune-411008 (India) invites sealed separate tenders for following work (Part – I Technical Bid, Part – II Commercial Bid) in separate sealed covers from Contractors registered of Contractors of PWD/MES/CPWD/Railways/P&T/Experienced industrial Contractors and any other government departments in appropriate class for following work.

Name of the Work: Providing Arm Guard Security Services at, I.I.T.M. Pashan, Pune

Tender documents can be down loaded from e-procurement web site <http://www.eprocure.gov.in> or from Institutes web site <http://www.tropmet.res.in> and also can be obtained from the civil wing of the Institute. In case of downloading of tender documents from above web sites the bidder has to submit the tender document fee of Rs.500=00 (Rs. Five Hundred only) in the form of DD drawn in favour of Director, IITM, Pune

Date of Issue of Tender Document	: 04/06/2015
Pre-Bid Meeting	: 10/06/2015 at 11:00 hrs at IITM, Pune
Last date of receipt of Tender at IITM, Pune	: 24/06/2015 at 12:30 hrs at IITM Pune
Opening of Tenders (Technical Bid only)	: 24/06/2015 at 15:00 hrs at IITM Pune

The Institute reserves the right to reject any or all tenders without assigning any reason therefore.

**Civil Engineer
For Director
E-mail: anupam@tropmet.res.in**

**Tender of PROVIDING ARM GUARD SECURITY
SERVICES
at
INDIAN INSTITUTE OF TROPICAL
METEOROLOGY, DR. HOMI
BHABHA ROAD, PASHAN, PUNE.**

TECHNICAL BID – 1

INDIAN INSTITUTE OF TROPICAL METEOROLOGY, PUNE

DR. HOMI BHABHA ROAD, PASHAN, PUNE-411008

TENDER NOTICE NO. **IITM/ Arm Guard Security /2015/06**

TENDER FOR Providing Arm Security Guards SERVICES AT IITM, DR.HOMI BHABHA ROAD
PASHAN, PUNE.

The Indian Institute of Tropical Meteorology (IITM) Pune is an Autonomous Research Institute under the Ministry of Earth Sciences, Government of India, New Delhi. The Institute has to engage Gun Man Security Services at IITM, Pahan Pune.

In this connection, reputed and experienced firms willing to provide Providing Arm Security Guards SERVICES at IITM Pashan Pune are requested to submit sealed tenders in 2 bid system (Part –I Technical Bid, Part-II Commercial Bid) and collect the Tender from Civil Wing of the Institute on payment of Rs. 500=00 (Five Hundred only) by Demand draft drawn in favour of DIRECTOR, IITM, Pune or download from e-procurement web site <http://www.eprocure.gov.in> or from Institutes web site <http://www.tropmet.res.in> and submit the same along with required documents in sealed cover super scribed " Tender for Armed Security Services, at IITM, Pashan Pune", **addressed to, The Director, Indian Institute of Tropical Meteorology (IITM) Dr. Homi Bhabha Road, Pashan, Pune - 411008** by 24/06/2015 at 12:30hrs. Technical Bids only will be opened on same day at 15:00 hrs. The Director IITM Pune reserves the right to accept/ reject any or all the prospective application in full or part thereof without assigning any reasons whatsoever and his decision on all matters in this regard shall be final and binding.

Note: In case of the tender document is downloaded from Institute's website or e-procurement web site the Tender fee shall be enclosed along with their technical bid in the form of Demand Draft drawn in favour of DIRECTOR, IITM, payable at Pune. Tender without tender fee bid will not be accepted.

Civil Engineer
For Director
Email: anupam@tropmet.res.in

To,

The DIRECTOR,
IITM,

Subject: Tender for Providing Armed Security Guards Services Work at IITM, Pashan Pune.

Dear Sir,

In response to your tender inviting notice for the above mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars.

Sr.no.	Description	Particulars
1.	Constitution and Nature of firm (State whether sole proprietor/partnership firm/limited company)	
2.	Year of Establishment	
3.	Registration Number under applicable act with a copy of registration certificate	
4.	Registered postal Address	
5.	Telephone No. Fax No. Mobile No.	
6.	Address of Branches	
7.	Name and Address of Directors, in case of Company: Name and Address of Sole Proprietor Name and Address of Partners in case of partnership firm	
8.	(a) Name of Bankers and branch with full address (b) Style of account and Number © Name(s) of Person (s) operating the account (enclose banker's certificate).	
9.	PF Code allotted by PF Commissioner with Photo Copy of Certificate.	
10	Armed Licence in the name of the company/firm please give details and validity period	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by the DIRECTOR IITM, Pune. I /We, the undersigned hereby offer for providing qualified and trained Armed Security Guards (preferably Ex-servicemen from defence back ground staff as indicated in the Tender Document to **Providing Armed Security guards** Services strictly in accordance with the terms and conditions as indicated by you in the said document.

I we hereby agree to submit the bill on monthly basis as per Central Government Minimum Wages Act I/we also agree for the compliance of applicable Labour and other laws in force and other government orders. All workers engaged by me/us complying with the Minimum Wages Act. All payments under the work mans compensation Act shall be borne and payable by me/us I /we shall always keep the IITM with its branch offices indemnified of any claim/damage that IITM may have to pay with respect service and deputation of any worker to the IITM.

IITM reserves the right to reject any or all tenders or accept them in part or to reject the lowest quotation without assigning any reasons. IITM further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/we further pay and enclose Earnest Money Deposit amount to **Rs. 40,000=00 (Forty thousand only)** and tender fee of **Rs. 500=00 (Rs. Five Hundred only)** in the form of demand draft payable to The Director, IITM, Pune drawn on any nationalized bank/ Schedule bank with the technical bid which will remain with IITM till final award of contract. However no interest shall be payable on Earnest Money Deposit. Earnest money of the successful bidder shall be released only after submissions of security deposit of 5% of annual contract value. EMD of unsuccessful bidders will be released after award of contract to the successful bidder.

Thanking you,

Yours faithfully,

Seal & Signature of the bidder

Signed as proprietor /Partner/Director who holds the power of attorney on behalf of the firm.

Name of the Firm:

Address:

(The copy of the Power of Attorney to be submitted which will be compared with the original)

TENDER DOCUMENTS

Subject : TENDER FOR Providing Arm Guard Security SERVICE AT IITM, NEW DELHI BRANCH OFFICE.

The technical bid shall contain the following documents

1. The tenderer/bidder shall have at least 4 years experience in this field and shall submit the following documents along with the tender document please submit the documents in this support.
 - a) PF Registration with PF code number
 - b) ESI Registration
 - c) Valid Armed license issued by the competent authority (Commissioner of Police) The firm should have license for providing the armed security guards in its own name
 - d) Valid labour license issued by the Labour Commissioner/competent authority.
 - e) Details of works of similar nature carried out in Central/ State Govt. bodies/department/PSUs/Autonomous bodies/industries/factories/or other similar organization in the last three years ending on 31st March 2015.
 - f) Copies of balance sheet and profit and loss A/c of previous three financial years ending 31st March 2015 duly certified by CA
 - g) List of Arbitration cases (if any) the vendor should submit the affidavit stating that the firm has not been black listed at any time by any government authorities.
 - h) Copies of certificates/allotment letter of Service Tax and PAN / TAN Number
 - i) Details of managerial, supervisory and other staff.
 - j) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at IITM.
 - k) Copy of Last income tax return.
 - l) Armed security guards provided by the successful bidder should have physical fitness.
 - m) Armed security guards provided by the successful bidder should possess the minimum qualification of S.S.C or equivalent and they should know the languages Marathi/ Hindi and English.
 - n) Before deploying the security guards to the Institute the firm should carry out the police verification along with his bio data and residential and ID proof. of the candidates and the copy of the same should be submitted to the Institute authorities. Further it is mentioned here that armed security guards selected by the agency will be interviewed by the officer in charge Security of the Institute.
2. Certificates provided for the work detailed in 1e) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed, in order to confirm conformity to the defined similar works. You may enclose the copies of work orders in support of your claim.
3. The scope of work under this contract is given in Annexure-I
4. Tenderer/bidder shall submit details of organization, where they have undertaken such similar services as per Annexure-II

5. Tenderer/bidder shall submit details as per Annexure-III {Check List} along with Technical Bid.
6. General Terms and conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in Annexure-IV and the bidder shall submit it along with technical bid duly signed on each page in lieu of agreeing to them.
7. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid
8. The bidder should have an office in India.
9. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency). The firm should give such an undertaking with their bid.
10. The bidder shall pay Bid Security (EMD) of **Rs.40,000=00 (Rs. forty thousand only) for Providing Arm Guard security services** along with the Technical bid by drawing demand draft or Bank guarantee drawn in favour of Director IITM from any nationalized bank/Scheduled bank payable at Pune. Bids received without Earnest Money deposit (EMD) and tender fee shall stand rejected and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
11. The EMD deposited by successful agency will be refunded only after submission of 5% security deposit of annual contract values. If he wants to get adjusted the amount of EMD towards the security deposit, then he has to deposit the difference amount. Or 5% Security deposit by successful agency in the form of bank guarantee of annual contract order value from Indian Nationalized or Scheduled bank in favour of Director IITM Pune. If the successful bidder fails to furnish the security deposit within 15 days on receipt of letter of award of work, his bid security shall be forfeited.
12. The bid shall be valid and open for acceptance of the Competent Authority of IITM for a period of 120 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
13. An Agreement shall be signed with the successful bidder as per specimen agreement enclosed.
14. Counter terms and Conditions will not be accepted and any additions/deletions or change in our format will not be allowed.
15. All entries in the tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
16. The sealed tender should reach/ submitted before due date.
17. Tenders received late (including postal delay)/in open condition/without EMD/not meeting the tender condition/incomplete in any respect will be rejected.
18. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
19. The rates should be indicated both in words and figures. In case of discrepancy between the figure (number) and words, the rates given in the words, only will be taken as authenticate and no further clarification will be sought from the bidder.

20. No firm shall be permitted to tender for work in the IITM in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the IITM or in the State or Government. Any violation of this condition which comes to the Notice of IITM after the contract is awarded will entitle IITM to treat the contractor as having committed a breach of contract and to exercise all the rights and remedies available to IITM on account thereof .
21. Earnest Money is liable for forfeiture in the event of (a) withdrawal of offer during the validity of the offer, (b) Non-acceptance of orders when placed or (c) Non-confirmation of acceptance of orders within the stipulated time after placement of order (d) Any unilateral revision made by the bidder during the validity period of the offer
22. The service tax if any paid by the contractor for this contract will be reimbursed upon production of proof of payment along with monthly bills.
- 23. Vendors shall quote their rates as per Central Government Minimum Wages Act**
24. Director IITM, Pune reserves the right to accept/ reject any or all the prospective application in full or part thereof without assigning any reasons whatsoever and his decision on all matters in this regard shall be final and binding.
- 25. Bid ENVELOP**
 1. Technical Bid ENVELOP 1 Tender documents, Company profile related documents duly filled signed and stamped, tender fee and EMD (IN SEPARATE SEALED COVER –I super scribed as Technical bid
 2. Financial Bid ENVELOP 2 COMMERCIAL BID duly filled signed and stamped (IN SEPARATE SEALED COVER-2 super scribed as commercial bid

Note 2: Submission of all the documents mentioned above along with the declaration is mandatory. Non submission of any of the documents above will render the bid to be rejected.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encl : D.D./BG No.

(Signature of tenderer with seal
 Name
 Seal
 Address
 Phone No. (Office/cell)

Date :

SCOPE OF WORK

Providing armed security services at the Office of the Director, IITM or as directed by the Security Officer of the IITM Pune.

1. Providing Armed Security SERVICES

Scope of work for Security Services at IITM, PUNE:

(1) Armed Security is required for round the clock (23x7) service at following security points

- (a) Armed Security guards at Main gate entrance.
- (b) Armed security guards at HPC (Prithvi)
- (c) Armed Security guards at HPC-II (Aditya)

2. Armed Security Guards are required to perform the following duties.

- (a) Security of the assets of IITM against theft, pilferage and misappropriation.
- (b) Prevent entry of unauthorized persons including hawkers, vendors etc.
- (c) Maintain records of visitors as directed by IITM.
- (d) Regulate incoming /outgoing movement of material and vehicular traffic and maintain records of material movement.
- (e) Assist IITM in handling emergencies like fire, flood, reptile, earthquake etc.
- (f) The scope of work may change during the period of the contract by mutually consent
- (g) Any other duties assigned by Officer in charge Security from time to time
- (h) The security guards deployed shall take regular rounds of the premises to maintain vigil and remain alert
- (i) The Armed security guards deployed by the agency shall be duly trained in Fire Safety operations they should be trained to operate various fire control equipment installed.
- (j) The agency shall keep the Institute informed of all the matters of security and co-operate in the investigations of any incident relating to security.
- (k) The contractor should be in possession of necessary license (Pasara licence) from government authority for running security agency and should possess necessary permissions of arms and ammunition in respect of armed guards from government authorities.
- (l) The contractor shall have the antecedents of the security guards deployed at IITM verified from the local police authorities and a copy of such verification reports should be submitted before deployment of guards.
- (m) The armed guards deployed by the contractor shall have necessary license for possession and operation of arms and ammunition.
- (n) The contract for hiring of security guards can be cancelled with a notice of one month by either side. However any case of any dispute about the terms and conditions of the contract the decision of the Director, IITM will be final.

No compliance of the terms and conditions of the contract a penalty may be levied on the basis of certificate signed by the officer in charge security from the monthly bills of the contractor. The penalty for some of the defaults is as under

Sr.No.	Nature of fault	Penalty amount Rs.
1.	Late reporting for at least half an hour)	100/-
2.	Refusals of duties	500-/- per day
3.	Non observance of dress code	500/- per day.
4.	Change of armed guards without prior approval of the security officer	1000/- per instance

3. SERVICES

Vendors are encouraged to offer their services for Providing Arm Guard Security Services at IITM Pashan Pune. However commercial bids will be submitted separately.

Man power requirement	
Armed Security guards	9 nos.

ANNEXURE – II

Details of other organizations where such contracts undertaken during last three years (enclosed supporting documents).

Proforma containing details of other organization where such or similar contracts were undertaken

Sl. No.	Name and Address of the Organization contact No.	No. of personnel supplied	Period of contract	Whether Govt./ Semi Govt./Autonomous bodies/ PSU/ Industries etc. (Pl. specify)	Amount of contract	Reason for termination (if currently not valid)

This information to be given in Envelope No. 1 Technical Bid

CHECK LIST (TECHNICAL BID)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER:

Sl. No.	Description of requirement	YES/NO	Page no.
1.	The firm is registered with the Central labour Commissioner Government of India under provisions of contract labour Act and its validity date	YES/NO	
2.	Copies of balance sheet and P &L A/c for the last 3 years duly certified by the CA	YES/NO	
3.	Registration certificate of provident fund commissioner enclosed PF registration code allotted by the regional provident fund commissioner, Govt. of India	YES/NO	
4.	Copy of Registration certificate/allotment letter of service tax number	YES/NO	
5.	Copy of registration certificate/ allotment letter PAN from Income Tax Department	YES/NO	
6.	Registration certificate of ESI enclosed	YES/NO	
7.	Proforma containing details of other organization where such contracts were/are undertaken (attach supportive documents)	YES/NO	
8.	D.D. of Rs. 40,000=00 as EMD	YES/NO	
9.	Price bid proforma completed and sealed in separate envelope	YES/NO	
10.	List of Arbitration cases (if applicable)	YES/NO	
11.	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at site	YES/NO	
12.	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	YES/NO	
13.	Copy of last Income Tax return	YES/NO	
14.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor / firm/ parties relating to previous service contract.	YES/NO	
15.	Office address in Maharashtra/New Delhi	YES/NO	
16.	At least two currently valid contracts for similar work	YES/NO	
17.	Bank Details for RTGS payment	YES/NO	

Declaration by the tenderer.

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

Encl: 1. DD/ Pay order no.
2. Terms and Conditions (each page must signed and sealed)
3. Financial Bid

(Signature of Tenderer with seal)
Name:

Seal:

Office Address:

DATE:

Phone No. (O):

Note: This information is to be given in Envelop No.1 Technical bid

(To be made on Rs. 1000=00 Non Judicial Stamp Paper by the firm on award of the contract)

DRAFT AGREEMENT

This Agreement is made on _____ day of Two thousand fourteen between Director IITM Pune as one part, herein after called IITM and M/s. _____ Agency for providing Armed guard security services at IITM, Pashan Pune .

1. LOI and Annexure IV will be the part of this agreement
2. The Agency shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to contract personnel deployed in IITM New Delhi Branch
3. The Agency shall be solely responsible for any accident/Medical/ health related liability/compensation for the personnel deployed by it at IITM New Delhi Branch office. The IITM shall have no liability in this regard.
4. Any violation of instruction/ agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
5. The contract can be terminated by giving one month's notice on either side.
6. In case of non-compliance with the contract the IITM reserves its right to:
 - a) Cancel/revoke the contract and/ or
7. Impose penalty as per terms & conditions of tender document
8. Security deposit equal to 5% of the Annual contract value (refundable without interest after two month of termination of contract) in the form of /demand draft/ bank guarantee from a Nationalized bank scheduled bank shall be furnished at the time of signing of agreement
9. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at IITM branch office.
10. The personnel provided by the Agency will not claim to become the employees of IITM and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in IITM.
11. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
12. The agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
13. Decision of IITM in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
14. In case of any dispute between the Agency and IITM, the decision of the Director IITM Shall be binding. However, all matters of jurisdiction shall be at the local courts located at Pune/ Maharashtra.
15. Other terms and conditions as mentioned in tender documents will be part of the agreement.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in Pune in the presence of the witness.

IITM

Witness: 1.

2.

AGENCY

Witness:

1.

2.

TERMS AND CONDITIONS OF CONTRACT FOR HOUSE-KEEPING AND SECURITY SERVICES AT NEW DELHI BRANCH OFFICE

(Annexure to Agreement)

SCOPE OF WORK: Providing Arm Guard Security Services AT IITM, Dr Homi Bhabha Road, Pashan, Pune.

- A. by deploying required number of contract personnel
- B. Terms and Conditions:
 - 1. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further with same terms and conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the agreement is terminable by giving one months notice in writing by either party to the agreement.
 - 2. The Contracting Agency shall render the following services to IITM, Pashan Pune

The working hours for the personnel of the contractor for this contract will be as under:

- 3. From 8:30 Hrs to 1700 hrs from Monday to Saturday. They may also be called on Sundays as and when required without any extra payment. They may also be asked to remain in office beyond 1700 hrs also on occasional demands.
- 4. The personnel deployed shall be healthy active No body shall have any communicable disease.
- 5. The personnel deployed shall be smartly dressed in proper uniform and always with Identity card. The agency shall provide fully trained and disciplined personnel
- 6. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances DA, PF, ESI Bonus gratuity etc as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The contractor shall pay the wages to his personnel on or before 7th of every succeeding month, irrespective of delay in payment of bill by the bureau for whatever reason. Wages payable shall be as per Central Government Minimum Wages Act. The contractor shall submit the workers EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at IITM. The manpower agency shall specifically ensure compliance of various labour laws Acts etc including but not limited with the following and their reenactment /amendments/modification etc,
 - a) The payment of wages Act 1936
 - b) The Employees Provident Fund Act 1952
 - c) The Factory Act 198
 - d) The Contract Labour (Regulations Act) 1970
 - e) The Payment of Bonus Act

- f) The Payment of Gratuity Act
 - g) The Employees State Insurance Act 1948
 - h) The employment of Children Act 1938
 - i) The motor vehicle Act 1988
 - j) The minimum wages Act 1948
7. The personnel will be screened by the contractor after police verification regarding their antecedent character and conduct and a copy of the reports shall also be submitted to IITM
 8. Replacement of personnel as required by IITM will be effected promptly by the Contractor, if the contractor wishes to any of the personnel, the same shall be done after prior consultation with the Client. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to IITM along with the testimonials before they are actually deployed.
 9. In case of any loss that might caused to IITM due the lapse on the part of the personnel deployed by the contractor discharging their responsibilities such loss shall be compensated by the contracting agency, and in this connection IITM have the right to deduct appropriate amount from the bill etc to make good of such loss to IITM besides imposing penalty. In case of any deficiencies /laps on the part of the personnel deployed by the contractor the IITM has the right to terminate the contract forthwith or take any action without assigning any reason whatsoever.
 10. If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
 11. That Contractor's authorized representative (owner/Director/Partner/Manager) shall personally contact the appropriate authority of IITM at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient.
 12. In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve. Failure on this account shall attract penalty double the wages payable to the contractor for such absence.
 13. The Successful bidder would have to deposit an amount of 5% of Annual contract of value towards security deposit through Demand Draft/Bank Guarantee from a nationalized/scheduled bank in favour of IITM which would remain with IITM during the contract period and no interest shall be payable on security deposit amount.
 14. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personal deployed by him showing their arrival and departure time. This attendance record to be submitted every week to IITM with an attested photocopy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the Bureau at any other point of time.
 15. If at any point of time, it comes to the notice of IITM that the contract personnel deployed are different from the list provided (with attested photographs), IITM will be well within its right to impose penalty not exceeding five times the wages payable to the contractor for each such personnel identified.
 16. The Contract personnel deployed by the contractor shall have the required qualification. In case of non-compliance /non-performance of the services according to the terms of the contract, IITM shall be a liberty to make suitable deductions penalty from the bill without prejudice to its right under other provisions of the contract.
 17. The contractor shall be solely liable for all payments/dues of the workers employed and deployed by him with reliable evidence provided to the IITM. In the event, IITM makes any payment or incurs any liability: the contractor shall indemnify IITM completely.

18. In case of any dispute arising out of this agreement then IITM shall nominate any officers of the institute as sole arbitrator to adjudicate upon the issue involved in the dispute and the provision of the Arbitration Act shall be applicable.
19. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, will be settle in pune the jurisdiction to settle and decide all the disputes.
20. Income tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
21. As and when the IITM requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice will be given by the IITM.
22. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
23. In case the IITM suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, IITM reserves the rights to terminate the contract without assigning any reasons.
24. Personnel engaged on day to day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
25. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-Compilation of any such provision/rule.
26. The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also shops and establishment Act/Rules applicable to his/her establishment and make them available at the IITM at all times. Indicative list of such records is given for example (a) Register for Works men (b) Employment card (to be issued to workers), (c) Muster Roll (d) Register for wages, (e) Wages slip, (f) OT register etc.
27. The above records and the following return filed by the contractor have to be produced to the General Admin of IITM on demand and original/photocopies of these records should be handed over after completion of the contract.
 - (a) Return in form 5, 10 and 12A which is submitted monthly under the provisions of the employees Provident Fund and MP ACT, 1952
 - (b) Summary of contribution (from 5) under sec 44 Regulation 25 of the ESI Act, 1948, also the return filed under sec 44, Regulation 26 of the said act along with the monthly return.
 - (c) Half yearly return in form XXIV under rule 82 (I) of the Contract Labour (R & A) Act 1970
 - (d) Annual return filed in form 3A/6A under the employee provident fund and MP Act 1952.
 - (e) Annual return in form III rule 21 (4A) of the Minimum Wages Act 1948.
 - (f) Any other applicable return.
28. The contractor should obtain a license from central labour commissioner to engage the contract labour/personnel as per contract labour Act within a period of one month from the date of award of contract by IITM.
29. The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall as per Central Government Minimum wages Act notified minimum wages, from time to time, as applicable during the contract period.
30. The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month. The payment of wages will be made in the presence of an authorized representative of IITM at a place and time notified for the purpose.
31. The wages shall be paid to workmen without any deduction except those under the payment of wages Act and minimum wages act.

32. The contractor should ensure that his workmen are granted holidays/leave with wages as per Govt. applicable act/rule/notifications.
33. IITM reserves its right to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
34. The contractor must get police verification of all his personnel employed at IITM and submit the report to this office along with voters IDs, and other valid proof of residence address, educational qualifications etc. He should also given the list of this sons and relatives who are working in this office as sub-contractors or the labourers. If there is no such thing, the contractor has to give an undertaking to this effect.
35. If any of the personnel of the contractor indulge in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.
36. Wherever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to IITM will be considered applicable at the time of any dispute /following any statutory rules.
37. In case of any dispute the decision of Director IITM will be final and binding on the contractor.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between IITM and the Contractor and any non compliance shall be deemed as a breach of the contract/Agreement.

THE CRITERIA OF SELECTION

1. IITM reserves the right to accept or reject any or all bids without assigning any reasons.
2. IITM also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices, without bearing any liability or any loss whatever it may cause to the bidder in the process.
3. Technical bids will be evaluated by the Technical bid evaluation committee of IITM by scrining of bid documents, personnel interview and site visit if required etc.
4. Based on the recommendations of Technical bid evaluation committee , commercial bids of technically qualified bidders will be opened

Note : Without affecting the sancity of the above criteria IITM has a power to relax any conditions of eligibility criteria qualifying the bids based on merit of each case and if the situation so warrant in the interest of work of IITM Pune.

5. Incomplete tenders will be rejected. Further the rejection criterion is mentioned in Annexure III (check list)
6. Preference would be given to the contractor having valid quality System Certificate and **ISO** in case of same rates.
7. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials responsible business practice competency to execute such contract , credentials to fulfillment of provisions of labour laws with past contract and above conditions in to account together .

Director IITM Pune

ENVELOP :-2 COMMERCIAL BID

Subject: Annual contract for Providing Armed Security services at IITM, Pashan, Pune

CONTENTS

1. Envelop No.2 shall contain only price bid of tender document i.e. the copy of schedule of rates duly filled in and signed by bidder/tender. Any commercial or technical condition or qualification of any sort shall not be indicated by the tenderer/bidder in this envelop, otherwise the tender shall be summarily rejected.

(To be enclosed with commercial bid in a separate cover marked Envelope-2"

Tender BOQ as per reference

Sr.no.	perstange	
Designation		Armed Security Guard
No.of Person		9 Nos.
Basic		
D.A.		
Total (A)		
HRA	%	
PF	%	
ESI	%	
Bonus	%	
LWW	%	
National Holiday	%	
MLWF	%	
Liveries	%	
Sup.Allow.	%	
Wash Allow.	%	
Total B		
Total C		
Contractor profit	%	
Total D		
service Tax	%	
Total	Per person	
Grand Total	As per Strenth	
Housekeeping Material cost		
TOTAL AMOUNT		

**Tender of PROVIDING ARMED GUARD SECURITY
SERVICES**

at

**INDIAN INSTITUTE OF TROPICAL
METEOROLOGY, DR. HOMI
BHABHA ROAD PASHAN PUNE.**

COMMERCIAL BID - 2

Sr.no.	perstange	
Designation		Armed Security Guard
No.of Person		9 Nos.
Basic		
D.A.		
Total (A)		
HRA	%	
PF	%	
ESI	%	
Bonus	%	
LWW	%	
National Holiday	%	
MLWF	%	
Liveries	%	
Sup. Allow.	%	
Wash Allow.	%	
Total B		
Total C		
Contractor profit	%	
Total D		
service Tax	%	
Total	Per person	
Grand Total	As per Streth	
Housekeeping Material cost		
TOTAL AMOUNT		