

**Tender Notice for "Annual Maintenance Contract
for Operation and preventive maintenance of
Electrical with manpower at IIG Panvel and Colaba
campuses"**

The duly filled tender along with credentials can be
submitted up to 1600 hr on or before 11.03.2022

AT

INDIAN INSTITUTE OF GEOMAGNETISM

(Dept. of Science and Technology, Govt. of India)

Plot No.5, Sector 18, Near Kalamboli Highway, New Panvel (W),

Navi Mumbai – 410 218.

Tel: 022-2748 4000, Fax: 022-2748 0762



INDIAN INSTITUTE OF GEOMAGNETISM

PLOT 5, SECTOR 18, NEAR KALAMBOLI HIGHWAY,
NEW PANVEL, NAVI MUMBAI 410 218

Tender No.	: IIG / EM – AMC / 2021- 22/15
Name of Work	: i. Operation and preventive maintenance of electrical and mechanical utility equipments including 22 KV receiving substation / GOD structure and related equipment and accessories, transformer, HT/LT Panel maintenance, water pump of 18.5 KW etc. on annual contract / annual rate contract basis at IIG Panvel and Colaba premises.
Estimated Cost of the Work	: Rs. 20.72 lakhs
Earnest Money Deposit	: Rs.Nil (Declaration in the required Performa is to be submitted by the agency on his letter head)
Date for issue of tender Documents	: 19.02.2022
Last date for the receipt of tender	: 11.03.2022 at 1600 hr.

Tender Opening Date and Time

: Tender should be submitted in two bids viz.

a) Technical bid will be opened on 11.03.2022 at 16.30 hrs at Indian Institute of Geomagnetism, plot no:5, Sector-18, Kalamboli Highway, New Panvel (W) Navi Mumbai or may be conveyed to the participants, if the schedule date is hampered due to unavoidable circumstances.

b) Date of opening of the Financial bid will be communicated to the technically qualified short listed tenderer after going through the credentials & site visits etc.



INDIAN INSTITUTE OF GEOMAGNETISM
(An Autonomous Scientific Research Organization under the
Department of Science and Technology, Govt. of India) Plot
No.5, Sector 18, Near Kalamboli Highway,
New Panvel, Navi Mumbai- 410 218

Tender Notice for "Annual Maintenance Contract for Operation and preventive maintenance of Electrical with manpower at IIG Panvel, and Colaba campuses".

Tender Ref.: **IIG / EM – AMC / 2021-22/ 15**

Dated : 19.02.2022.

Sealed item rate tenders are invited in two parts bid system viz. Technical and Commercial bid separately from eligible and established contractors or Consortium having experience in carrying out similar nature of works for Annual Maintenance Contract for Operation and preventive maintenance of Electrical with manpower at above address of the Institute and at Colaba Campus.

Estimated Cost (In lakhs)	EMD	Last date and time of receipt of Tender	Validity of Tender
Rs. 20.72 /-	Rs. Nil. (Undertaking to be submitted in prescribed Performa	11.03.2022 (16.00 hr)	90 days

Interested parties may please log onto www.iigm.res.in or www.eprocure.gov.in for further details.

The tender document shall not be issued by post.

Prebid meeting: 25.02.2022 at 11.00 hrs

The Director, IIG reserves the right to reject any or all the tenders without assigning any reason.

Registrar



INDIAN INSTITUTE OF GEOMAGNETISM

(An Autonomous Scientific Research Organization under the Dept. of Science and Technology, Govt. of India)

Plot No.5, Sector 18, Near Kalamboli Highway, New Panvel, Navi Mumbai- 410 218.

Tender Notice

Tender notice No:IIG/EM -AMC/2021-22/ 15

Date:19.02.2022

Sealed item rate tenders are invited in two parts bid system viz. Technical and Commercial bid separately from eligible and established contractors having experience in carrying out similar nature of works for Annual maintenance contract for operation and preventive maintenance of Electrical with manpower in the campus of Institute at IIG Panvel and IIG Colaba Campuses.

The tender document can be obtained by downloading from www.iigm.res.in or www.eprocure.gov.in. The tender document shall not be issued by post. The bidders are required to take out print out of the same and submit it.

1.	Name of Service/Work	“Providing AMC for Operation and preventive maintenance of Electrical with manpower at IIG Panvel and Colaba Campuses”.
2.	Estimated Cost	Rs. 20,72,158/- (Rs. Twenty Lakhs Seventy Two Thousand One Hundred Fifty Eight only/-)
3.	Tenure of Work	One year.
4.	Earnest Money Deposit	Rs.Nil. (Declaration in the required Performa is to be submitted by the agency on his letter head
5.	Performance Security	3% of the Tendered Cost (Non- interest bearing) in the form of Fixed Deposit Receipt, Demand Draft or Banker's Cheque in favor of Indian Institute of Geomagnetism, New Panvel, Navi Mumbai.
6.	Date of Sale of Tender/ download from website	19.02.2022
7.	Pre-Bid Meeting	25.02.2022 at 11.00 hrs at IIG Panvel Head Office.
8.	Last Date of Submission of Tender	11.03.2022 at 1600 hrs. at Indian Institute of Geomagnetism, Kalamboli Highway, Sector 18 , New Panvel, Navi Mumbai 410218

9.	Opening of Technical Bid	11.03.2022 at 16.30 hrs. at Indian Institute of Geomagnetism, plot no : 5, Sector-18, Kalamboli Highway, New Panvel (W) Navi Mumbai. Bid will be opened in the presence of the Bidders, wishing to witness the same.
10.	Opening of Financial Bid	Date, time and venue will be conveyed to each of the technically qualified bidder during the course of time. Financial Bid will be opened in the presence of the Bidders, wishing to witness the same.

SALE OF TENDER DOCUMENT:

Tender documents can be downloaded from our website www.iigm.res.in or www.eprocure.gov.in. take print out and submit the same on or before the stipulated date and time.

For tender related quires and other details, please Contact In-charge, EM Section on the above address or call 022-27484113/4118. Queries can be also forwarded to email iig.incharge.em@iigm.res.in



INDIAN INSTITUTE OF GEOMAGNETISM

(An Autonomous Scientific Research Organization under the Institute of Science and Technology, Govt. of India)

Plot No.5, Sector 18, Near Kalamboli Highway, New Panvel, Navi Mumbai- 410 218.

TENDER APPLICATION FORM

Ref. No.IIG / EM - AMC / 2021-22/15

Date: 19.02.2022

Name of the Work / Service	“Providing AMC for operation and preventive maintenance of Electrical with manpower at IIG Panvel and Colaba Campuses”.
Due Date for submission of the tender	11.03.2022 at 16.00 hrs
Name / Title of the Bidder	
Full Address	
	Valid E-Mail of the agency /authorized person :
	Tel. No & Mobile No.
	Fax :
Legal entity of the bidder whether sole proprietorship / Firm / Society / Company / Other entity (offer of unregistered contractor shall be liable for rejection)	
a) Registration No. (I) under Shop/Estt. Act (II) Companies Act	b) Authority with whom registered (i) License No.
(III) Society Act	(II) Granted by (III) For the purpose of

Name & Address of the Bankers of the bidders		
PAN No.		
GST Registration No.:		
Central Excise License No.(if applicable)		
Labor license no. :		
Name & Address of banker		
Attach Solvency Certificate duly issued by the Banker to the bidder		
No. of manpower employed by the bidder in its office/sites	a. Administrative	b. Technical
Period of experience of the bidder in dealing with the tendered services (attach copies of work completion certificates, experience during last 03 years)		
Whether provided services to IIG in past; if yes indicate the Work order No. & Date / Certificate copy		
Any other relevant information wish to submit in proof of your competency		

The following points will be considered for prequalification / technical eligibility to assess the suitability of bidders:-

PROFILE OF ORGANISATION

(to be submitted on Letter head of the firm)

1	Name of the Company/Firm/Organization:	
2.	Legal status of the Firm/Organization :	
3.	Registration/License no. of the firm :	
4.	Name of the Principal/Head of Organization :	
5.	Postal Address :	
6.	Valid email address:	
7	Year of Establishment :	
8	Year of commencement of Business :	
9	Place of registration :	
10	Principal place of business :	
11	(Power of attorney of signatory of Bid (Attach)	
12	If registered as a Company, please indicate if	
13	Copy of certificate of incorporation is enclosed.	
14	(a) Furnish the name of Chairman/Managing Director	
15	(b) Names of Directors their occupation and address	
16	If registered as a Firm, please indicate if copy of registration enclosed?	
	(a) Furnish names of partners their occupation and their addresses	
17	If registered under Shops & Establishment,	

	Please indicate if copy of Registration with latest renewals enclosed?	
	(a) If it is a proprietary concern name and	
	Address of the Proprietor.	
	(b) If Partners are there, their name, addresses and occupation of partners	

Seal & Signature of Contractor

STATUTORY REQUIREMENTS

Sr. No	Description	Remarks
1	Have you registered under ESI Act? If so, enclose Copy of registration. Enclose copy of latest Remittance made by your Agency towards ESI.	
2	ESIC Registration No.:	
3	Have you registered under Employees Provident Fund and Miscellaneous Provision Act? If so, Enclose copy of Registration. Enclose copy of latest Remittance made by your Agency towards EPF.	
4	EPF Registration No. :	
5	GST Registration details :	
6	Have you registered with State/Central Labor Authorities? If so, enclose copy of registration.	
7	Labor License No. :	
8	Shop and establishment license:	
9	Valid class "B" / class II / above electrical contractor's license issued by state PWD or should be registered with CPWD, Electrical Wing in appropriate class, making him eligible to take up the work.	
10	partnership deed / MOU between the partners / firms	

General Details (valid) :

1	Telephone No.(s) :	
2	Mobile No.(s) :	
3	Fax No. :	
4	E -mail :	
5	Web site :	
6	Please provide the details of Permanent Account Number of the agency issued by the income tax authorities	
7	TIN/TAN :	

I certify that all the information furnished above is true to my knowledge. I have no objection to the Indian Institute of Geomagnetism verifying any or all the information furnished in this document with the concerned authorities, if necessary. I also certify that I have understood all the terms and conditions indicated in the Tender document and in agreeing for the same, I am signing this document as an authorized signatory in the capacity of.

Date: _ / _ / 2022

Seal & Signature: _____

Place: _____ Name: _____

Designation: _____

Agency Address: _____

Seal of the Company

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

Sr. No.	Description	Whether Yes or No
1.	Undertaking in the required Performa for EMD on valid letter head of the agency, duly stamped and signed by the authorized person / owner of the company.	YES/NO
2.	Copies of current and valid Registration : shop and establishment license	YES/NO
3.	Copies of current and valid PAN ,	YES/NO
4.	Copies of current and valid ESIC certificate	YES/NO
5.	Copies of current and valid EPF certificate	YES/NO
6.	Copies of current and valid GST registration certificate	YES/NO
7.	Copies of valid Contract Labor license possessed by the agency. (May be for another site / work) as may be applicable.	YES/NO
8.	Copies of current and valid partnership deed, if any ,	YES/NO
9.	Copies of current and valid class “ B” / class II electrical contractor’s license issued by state PWD or should be registered with CPWD, Electrical Wing in appropriate class for electrical works / composite works ,	YES/NO
10.	Copies of original documents defining the constitution or legal status of the firm/organization are enclosed.	YES/NO
11.	Total monetary value of work performed during last FIVE year. (Work completion / performance certificates for similar works.)	YES/NO
12.	Whether all pages of the Bid documents are filled and signed by authorized signatory invariably or not, including each point of “Information regarding Qualification of Bidders”	YES/NO
13.	Statement regarding details of pending litigation and Bankruptcy if any, is enclosed.	YES/NO
14.	Copies of all enclosures are self-attested.	YES/NO
15.	Documentary proof for minimum required experience and value of similar type of work performance along with the list of clientele is enclosed	YES/NO
16.	Reports on the financial standing of the Bidder:- (a) Profit and loss statements for last three years. (b) Auditor’s report for the past three years.	YES/NO
17.	Valid bank solvency certificate of value not less than 40% of the tender cost and not older than 1.0 year.	YES/NO

18.	Declaration on the letter head of the firm for not being black-listed or debarred from any of the organization or DSC and DIN status disqualified in respect of any of Directors under Registration of Companies Act- Ministry of Corporate Affairs.	YES/NO
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Please put (√) on Yes or (X) No, whichever is applicable.

It is certified that I/We have enclosed all the required documents as mentioned above. Also the Bid document is duly filled and signed by me.

Seal & Signature of Contractor

Note:

Supporting documentary proof for all the above mentioned items duly self- attested should be enclosed. In case the audited report for the immediate proceeding year is not complete, please enclose the provisional statement certified by self/Chartered Accountant along with justified reason for unaudited report.

DETAILS OF P.F. & ESIC REGISTRATION

**To,
The Director,
Indian Institute of Geomagnetism, New
Panvel, Navi Mumbai 218**

Dear Sir,

We confirm that the following PF account & ESIC is under operation and shall be used for all PF & ESIC related activities for the labor engaged by us for the work (awarded to us)

PF REGISTRATION NO.: DISTRICT & STATE

ESIC Code NO: DISTRICT & STATE

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation: Seal:

GENERAL RULES AND DIRECTIONS

1. NIT & its contents: All works proposed for execution by contractor will be notified in a form of invitation

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings, schedule of quantities of the various descriptions of work and any other documents required in connection with the work signed for the purpose of identifications by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. List of documents to be attached while submitting the bid:

1. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm / agency with name, designation, Office / Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also.
2. Self-attested copy of Valid Registration under the shops and Establishment Act/ Companies Act/Society Act.
3. Shop and establishment license.
4. Self-attested copy of PAN No. card under Income Tax Act.
5. Self-attested copy of TIN No.
6. Self-attested copy of valid GST Registration Certificate.
7. Self-attested copy of Valid Registration No. of the Agency/Firm;
8. Self-attested copy of valid License and Number under Contract Labor Act and under any other Acts/Rules;
9. Proof of Average Annual turnover for preceding 03 financial years supported by audited Balance Sheet; **The firm has to submit Certificate from the Chartered Accountant duly certifying turnover and Profit & Loss for the financial year 2018 – 2019, 2019 – 2020, 2020 – 2021 with copies of ITR forms duly self- attested.**
10. Proof of experience as required, supported by documents from the organizations concerned during last FIVE years.
11. Satisfactory performance certificate from the Institutes/institutions where the tenderer has been providing such services.
12. Proof of ISO Certification of the firm, if any.
13. Documentary evidence of authorization to submit the bid on behalf of the bidding company / firm / consortium viz. power of attorney, board resolution etc.
14. Details of valid PF & ESIC registration.
15. Copy of Solvency Certificate from the nationalized /scheduled bank of the bidder for 40% of the estimated tender cost (Rs.8,28,000/-).The solvency certificate shall not be older than one year from the date of issue of NIT. The firm will present the original

solvency certificate on demand for verification.

16. Copy of Valid class “B” / class II electrical contractor’s license issued by state PWD or should be registered with CPWD, Electrical Wing in appropriate class, making him eligible to take up the work
17. Tender documents duly signed and stamped on each pages.
18. Apart from the above a committee can also be constituted for visiting the different Sites of the bidders to assess their capacity and capability.

3. The work order submitted by bidders in support of fulfilling eligibility criteria should indicate clearly –

- i. Name of Work
- ii. Value of Work
- iii. Tenure of Work

Note: - Copies of work order in respect of work / Contracts which are not completed till the date of issue of NIT should not be submitted.

4. Bidders are requested to submit satisfactory work completion certificate in respect of each work order submitted in support of fulfilling eligibility criteria by them. The certificate should clearly indicate - name of work, value of work, tenure of work.

All documents submitted by the bidders should be serially numbered.

5. Signing of Tender and receipts for payments: In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act-1952.

Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

6. Filling-up of tender: Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, including conditional rebates, will be summarily rejected.

It will be obligatory on the part of the tenderer to sign all the pages of tender documents affixing his stamp. The tenders are to be on the prescribed form of the institute. All rates shall be quoted on the proper form of the tender alone. All corrections shall be attested by the dated initials of the tenderer. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

If it is found that the tender is not submitted in proper manner or contains too much corrections and/or absurd rates or amount, it would be open for the institute to take suitable disciplinary action against the Contractor.

7. Opening of tenders: The duly constituted committee will open the tender in the presence of any intending tenderer who may be present at the time, and will enter the amount of the several tenders in a Comparative Statement in a suitable form.

8. Declaration by tenderer: The tenderer shall sign a declaration under the Official Secret Act-1923 for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

9. Guidelines for quoting the rates: Rates against each item of works / service charges in financial bid shall be quoted in figures upto two decimal places only. Quoting Nil service charges will be treated as irresponsible bid will be rejected.

10. Quoted rates to include all taxes: GST or any other tax on materials / services in respect of this contract, including state GST and Central GST and Turnover tax on transfer of property as per Works Contract Act etc. if any, shall be payable by the contractor and institute will not entertain any claim whatsoever in respect of the same.

11. Filling-up of Financial Bid :

Financial Bid:

Unless otherwise called for, any tender containing percentage below / above the estimated cost put to tender is liable to be rejected. All rates shall be quoted on the tender form by the tenderer in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. The amount for each item should worked out and requisite totals given. However,

i. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

ii. If a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct.

iii. If the amount of an item is not worked out by the tenderer, or it does not correspond with

the rate written either in figures or in words, then the rates quoted by the tenderer in words shall be taken as correct.

iv. Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the tenderer will, unless otherwise proved, be taken as correct and not the amount.

v. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

vi. Bid Evaluation

A duly constituted Technical Evaluation Committee will shortlist Technical Bids on the basis of the prescribed technical parameters i.e. Eligibility of Bidders / documents essentially to be submitted as per check list and other parameters mentioned in the tender document. The names of only technically shortlisted vendors will be informed whose bids will qualify for opening the Financial Bids.

The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently after due notice. The work will be awarded to such bidder whose bid is found to be responsive and who possess requisite experience and has offered over all lowest rates in the bid form.

In case if it is found that the rates offered are ambiguous, arbitrary the same are liable to be rejected.

In the event of same price / service charges quoted by the bidders. The technical bid of these bidders will be reviewed and most technically eligible and financially sound bidder will be determined based on marking system to be adopted as under. The bidder whose technical bid score is higher will be declared successful and will be considered for the award of work.

Sr. No.	Particulars	Max Mark	Remarks
1	Financial Strength Average annual turnover during the last 3 Financial Year. a. Turnover between Rs. 20.72 Lakh upto 75.00 lakhs - 10 Marks b. Turnover of more than 75.00 lakhs and up to 1.00 crore – 15 marks c. Turnover more than 1.00 crore to 2.0 crore – 20 marks d. Turn over more than 2.0 cr.- to 3.5 crore 25 marks e. Turn over more than 3.5 crore – 30 marks - 30 Marks	Max.30	For claim of marks a CA certificate with Balance sheet must be furnished.

2	*Similar Work Experience during last FIVE years, ending march 2021(Work completion certificate date / performance certificate date, on or before 31 st march 2021 will only be considered for assessment) a. Firm possessing up to 5 years of relevant experience for similar works costing more than 25.0 lakhs upto 50.0 lakhs - 30 Marks b. Firm possessing 5 to 7 years of relevant experience for similar works costing more than 25.0 lakhs upto 50.0 lakhs - 35 Marks c. Firm possessing 7 to 9 years of relevant experience for similar works costing more than 25.0 lakhs upto 50.0 lakhs - 40 Marks d. Firm possessing 9 to 11 years of relevant experience for works costing more than 50 lakhs upto 80 lakhs - 40 Marks e. Firm possessing 11 to 15 years of relevant experience for works costing more than 50 lakhs upto 80 lakhs - 60 Marks e. Firm possessing more than 5 years of relevant experience for works costing more than 2.0 crore - 60 Marks *Similar works means Electrical and HVAC AMC works / one time repair & maintenance works / establishment works / composite works, executed on item rate / plinth area / AMC rate / Service charges rates / manpower deployment basis. (Agencies possessing individual works experience in electrical / HVAC works will also be cumulatively considered in arriving at no. of years of experience.	Max. 60	For claim of marks a work completion certificate must be required from the employer
3	Tenderer organization/company/firm holding ISO certification. ISO 9001:2008/2009 or 2010 ISO 22000:2005 (Certification is obtained / issued before the publication of this tender)	Max. 10	For claim of marks the certificate issued to this effect must be required

12. Action in case of unrealistic rates:

In the case of any tender where unit rate of any item (s) appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

13. Furnishing of Performance Guarantee & Security Deposit on acceptance of Tender:

The tenderer, whose tender is accepted, will be required to furnish performance guarantee of 3.0 % of the tendered amount within two weeks.

ii) The tenderer, whose tender is accepted, will also be required to furnish by way of Security Deposit for fulfillment of his contract, an amount equal to 2.5 % of the tendered value of the work. The security deposit will be collected by deduction from the running bills of the contractors at the rates mentioned above. Also, the Institute may ask the agency to deposit an amount equal to 2.5 % of contract amount prior to commencement of work along with Performance guarantee to safeguard and ensure the compliance towards the payment of labors as per minimum wages and other statutory compliances by the agencies during the currency of contract. The agency will have to comply accordingly.

14. Contractor to depute his representative at site:

The successful tenderer for the work should have responsible and responsive officer with adequate powers to take speedy decisions during the entire period of execution at the Work place. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Officer-in-charge, shall be communicated in writing to the Officer In Charge.

15. List of works in hand:

The contractor shall submit list of works which are in hand/in progress in the following form:

Name of work	Name & address of the establishment under whom the work is being Executed	Value of the work	Completion time as per the contract	Position of the works in progress	Remarks
1	2	3	4	5	6

16. ELIGIBILITY OF BIDDER:

- 1) The invitation for Bid is open to firms / organizations / contractor / agencies of repute who possess minimum 3 years' experience in the work of "Providing AMC for Operation and preventive maintenance of Electrical with any Central, State, public undertakings, Autonomous Institutes / Institutes or organizations of repute.

- 2) The bidder shall submit all the requisite documents to make them eligible as specified under General rules and direction (2).List of documents to be attached while submitting the bid.
 - 3) The contractor should possess valid class “B” / class II electrical contractor’s license issued by state PWD or should be registered with CPWD, Electrical Wing in appropriate class, making him eligible to take up the work.
 - 4) The established and registered contractor or Consortium can bid for the contract. The Consortium should bound by proper partnership deed and copy of MOU/deed between the Partners / firms should be notarized and should be enclosed with the tender document (Technical bid)
 - 5) The individual firm of the consortium should possess independent valid license / authorized dealership license for doing this particular work. The individual firms of the Consortium should also have valid Provident fund Account No. with proof of copies of last three months challan, Proof of holding the GST Number, PAN / TAN, Professional Tax Number etc.
 - 6) The contractor or Consortium should have successfully completed the AMC works for electrical & mechanical ventilation works in overall aggregate during the last FIVE years as specified below.
 - (a)Three similar completed works costing not less than the amount equal to Rs.8,28,000/- or
 - (b)Two similar completed works, costing not less than Rs. 12,43,000/- or
 - (c) One similar completed of aggregate cost not less Rs. 16,57,000/-
- The firm should be solvent for Rs. 8.28 lakhs. Bank Solvency certificate, not older than one year for should be submitted along with the tender document.
- 7) The firm’s average annual financial turnover during the last 3 years, ending 31st March 2020 should be at least 100% of the estimated cost. The firm has to submit Certificate from the Chartered Accountant duly certifying turnover and Profit & Loss for the financial year 2018– 2019, 2019 – 2020, 2020-21.
 - 8) The party should not have incurred any loss in more than two years during last five years ending 31st March 2021. A Certificate from the Chartered Accountant clearly stating that ‘firm has not made loss during the financial year 2018– 2019, 2019 – 2020, 2020-21..shall be submitted by the bidder with copies of ITR files duly self-authenticated.
 - 9) The details of personnel proposed to be employed for the purpose of providing the services are required to be furnished by the Contractor indicating name, age, qualification and experience.
 - 10) The Bidder must have registration under EPF and ESIC regulation, if required under the law. Bidder must possess the labor license under Labor Contract Act, if required under the law.

Note: - The bidders are requested to provide following information regarding documents

submitted by them in support of fulfilling eligibility criteria in the following format on separate sheet.

21.(A) Work order Details

Sr. No.	Name of the Institution Issuing work order	Contract Period (Indicating day-month-year)	Value of Contract In Rs.
		From	To
1.			
2.			
3.			

(B) Work Completion Certificates

Sr. No.	Name of the Institution Issuing work order	Contract Period (Indicating day-month- year)	Value of Contract Rs.
		From	To
1.			
2.			

17. Period of Contract:

The contract shall be awarded initially for a period of 01 year. The Contract may be extended for further maximum two years upto the discretion of the Institute, on the basis of satisfactory performance and on the same Terms & Condition of Contract after obtaining prior / due consent of the Contractor.

No increase in price on account of increase in price of materials/consumables and services charges / overheads / profit / uniforms / washing allowance etc. will be given during the currency of contract. However the increase in minimum wages of payment of labors (VDA only), statutory taxes (GST etc.) and labor law compliances (EPF, ESIC, bonus) will be considered, as notified by the Govt., will be considered on submitting a copy of notification issued by appropriate Govt.

18. Earnest Money Deposit (EMD)

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

(1) Submission of Tender & Opening:

Bidders are advised to study the Tender Document carefully. Submission of Tender shall

be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

Tenders must be properly sealed in envelope, addressed to the Registrar, Indian Institute of Geomagnetism, New Panvel, Navi Mumbai having clearly super scribed tender for **“Annual Maintenance Contract for Operation and preventive maintenance of Electrical with manpower at IIG Panvel, and Colaba campuses”**.

‘Tender Notice No. IIG / EM – AMC / 2021-22/ 15, dated 19.02.2022 and Last date of Submission of Tender 11.03.2022 by 1600 hrs and should be handed over in person in the Office of Registrar, Indian Institute of Geomagnetism, Kalamboli Highway, Sector 18, New Panvel, Navi Mumbai 410 218. on or before the date & time of submission of bid.

The tender is to be on printed letter head which should consist of PAN number of the firm, service tax registration number etc. The acceptance of the tender rests with t h e Director, IIG with a right to reject any or all tender without assigning any reason.

19. Sealing & Marking of Bid

The Bid should be submitted in three Envelopes as mentioned below:-

i. Envelope-A (Duly sealed): Should contain – Proforma in a prescribed format on the Letter Head of the agency, duly signed and stamped. The envelope should be super scribed as Earnest Money Deposit.

ii. Envelope-B (Duly sealed): It should contain Tender document each page duly signed and seal and other documents, certificates, balance sheet, bank details, performance /completion certificates and any other certificates as required for fulfilling the eligibility criteria of bidder etc, required to submit as mentioned in this tender document

iii. Envelope-C (Duly sealed): Should contain Financial Bid in standard format as per format only giving the unit price and amount against each item with grand total at the end in figures and in words on Firm’s Letter Head.

All above envelopes should clearly be marked on top of envelope about type of envelope (i.e. A, B & C), details of contents in envelope, name of agency submitting the bid.

All the above three envelopes viz. ‘A’ ‘B’ ‘C’ should be put in big envelop. If the outer envelope is not sealed and marked as above, Institute will assume no responsibility for the misplacement or premature opening of Bid.

All the envelopes shall be addressed to
**Registrar
Indian Institute of Geomagnetism (IIG), Near
Kalamboli Highway, New Panvel (W), Navi Mumbai
410218.**

All the envelopes should be mentioned the following details

Bid for:
Bid Reference No: -
Date & time for Bid Opening
Name & Address of the Bidder.

20. 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 submit more than one bid, the bids are liable to be rejected.

Bid Price shall be quoted excluding applicable statutory taxes, duties, and levies etc. which are to be borne by the institute. However, at the time claiming, taxes, duties, levies etc. applicable should be specifically indicated in the bills. These taxes/charges will be reimbursed to the contractor on production of satisfactory proof/evidence/challans and its verification that these charges or taxes have been genuinely paid by the contractor. However, the bidder should quote for the supply of materials including all CGST & SGST etc. as applicable.

21. Validity of Tender:

The tender for the work shall remain open for acceptance for a period of 90 days from the last date of submission of tenders. A bid submitted for a bid validity of shorter period may be rejected by the institute as non- responsive. If any tenderer withdraws his tender before the said period or issue of Letter of Intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the institute shall, without prejudice to any other right or remedy, be at liberty to debar the agency for one year in participating the tenders of IIG and shall not shall not be allowed to participate in the tender/retender process of the work.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for specified additional period. The request and the bidder's response shall be made in writing. The bid security provided shall also be extended suitably. The bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his offer.

22. Site Visit.

The bidders are encouraged to visit and examine the nature and intricacies of the works, and obtain all information from the Employer that may be necessary for preparing the bid and entering in to a contract for execution

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders in general, verify the quantum of inventories to be maintained for electrical etc. and also obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender or profit in case of successful bidder. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

23. Language of Bids.

The Bids prepared by the bidders and documents relating to the bids exchanged by the bidders and the Purchaser, shall be written in the English language

24. Condition for tender submission

The tenderer shall give a list of employees in the institute, who are related to him. The contractor shall not be permitted to tender for works in the Institute(responsible for award and execution of contracts) in which his near relative is posted as equivalent to Accounts Officer or Establishment officer and any officer and above. He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any officer in the Institute. Any breach of this condition by the contractor would render him liable to be barred from tendering in this the Institute.

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in the Institute is allowed to work as contractor for a period of one year after his retirement from The Institute Service, without the previous permission of the. the Institute of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Institute of India as aforesaid before submission of the tender or engagement in the contractor's service.

25. Late and Delayed Tenders

Bids must be submitted to the Registrar, Indian Institute of Geomagnetism, Kalamboli Highway New Panvel, Navi Mumbai 410218 not later than the stipulated date and time. Any bid received after the expiry of deadline for submission of bids, as stipulated above, shall not be considered and will be automatically rejected.

33. Amendment of Tender Document

At any time prior to the last date for receipt of bids, Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment.

The amendment will be notified in writing or by mail to all prospective bidders who have received the Tender Document and will be binding on them.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Institute may, at its discretion, extend the last date for the receipt of Bids. The bid shall scrupulously include the copy of the Corrigendum (duly signed and stamped) as may be published during the course of time. It will be deemed to understand that the Bidders are aware with the provisions of corrigendum / settlement of clarifications given in the prebid meeting

34. Tender documents & signing of contract:

The Notice Inviting Tender shall form a part of the contract document. The tenderer /

contractor, is required to sign The Notice Inviting Tender, all the documents including all conditions, specifications and drawings, if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

35. Acceptance of Tender:

The competent authority, on behalf of the Institute, does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all the tenders received, without assignment of any reason. All tenders, in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebates is put forth by the tenderer, shall be summarily rejected.

The Competent Authority, on behalf of the institute, reserves to itself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

36. Bid Opening

On the due date and the appointed time the Employer shall first open envelopes—A & B- Technical Bid of all bids received (except those received late) in presence of the bidder or their representative who choose to attend. In the event of the specified date for bid opening being declared holiday, the Bid will be opened at the appointed time and location on the next working day.

If all Bidders have submitted unconditional Bids together with requisite Bid security, then all bidders will be so informed then and there. If any bid contains any deviation from the Bid Document, then the Bid will be rejected and bidder will be informed accordingly.

Upon evaluation of technical bid as per the criterion described under clause, Eligibility Criteria in this tender document the financial bids of only such Bidders shall be fit to be opened who meet the minimum technical requirement.

All financial bids, which are to be opened after technical evaluation shall be opened at later date about which all concerned bidders, shall be notified, in advance.

All valid Financial Bids shall be opened on the notified date and time after declaring the result of Envelope A & B (Technical Bid). The Bidder's name, the Bid price, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation.

37. Clarification of Bid

When deemed necessary, the Officer In Charge may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted.

If the employer is of the view that any rate quoted, on any part therefore, is too low for the bidder to be able to reasonably meet required standards of service, the employer may ask the bidder to justify how the services will be provided at the quoted price while maintaining required standards of service.

38. Acceptance and Rejection of Bid

The institute reserves the right to reject any part or whole of the Tender or all tenders without assigning any reason whatsoever. Institute is not bound to accept the lowest tender

39. Examination of Bids and Determination of Responsiveness

Prior to detailed evaluation of Bids, the Employer will determine whether each Bid:-

- a. Is properly sealed, meets the eligibility criteria & complete in all respect.
- b. Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favor. The Power of Attorney shall inter-alia include a provision to bind the Bidder to settlement of disputes clause;
- c. Is accompanied by the required Bid security and;
- d. Is responsive to the requirements of the Bidding documents.

Responsive Bid is one confirms to all the terms, conditions and specification of the Bidding Document, without material deviation or reservation. A material deviation or reservation is one:-

- a. Which affects in any substantial way the scope, quality or performance of the Works;
- b. Which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
- c. Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids?

The technical bids will be scrutinized on the basis of basic eligibility criteria.

If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non – conforming deviation or reservation.

40. Correction of Errors

Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Error will be corrected by the Employer as follows:

1. where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance

41. Award Criteria

Technical Bid Evaluation:

A duly constituted Tender Evaluation Committee will shortlist Technical Bids on the basis of the prescribed technical parameters i.e. Eligibility of Bidders, documents submitted and other parameters mentioned in the tender document. The names of only technically short listed vendors will be informed whose bids will qualify for opening the Financial Bids.

42. Financial Bid Evaluation.

The work will be awarded to such bidder whose bid is found to be responsive and who possess requisite experience and has offered overall lowest rates in the bid form. In case if it is found that the rates offered are ambiguous, arbitrary the same are liable to be rejected. In case, if it is found that bidders has quoted same price / percentage of service charges, then the award of work will be considered to the bidder who stands technically more suitable and superior based on 11 (vi). No claim of agencies on whatsoever reason in this regards will be entertained in due course. The decision of the institute will be final in this regard.

43. Escalation

The price quoted by the contractor shall remain fixed during the tenure (currency of the contract) of the contract and no escalation shall be allowed what so ever except on account of increase in the Statutory Compliances (Minimum wages of labors / GST EPF/ESIC/ BONUS/ taxes/ Levis / surcharges etc. as applicable). Such increase will be compensated on production and submission of documentary evidence and may be reimbursed at actual.

44. Termination of Contract

The Contract may be terminated by Employer or the Contractor by giving Notice of 90 days in writing. The Employer or the Contractor may terminate the Contract if the other party causes fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:-

- a. The Contractor stops work for 03 consecutive days when no stoppage of work is shown on Program and the stoppage has not been authorized by the Employer.
- b. The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- c. The Employer or his nominee gives Notice regarding failure to correct a particular defect/ unsatisfied services is a fundamental breach of Contract and the Contractor fails to correct it within a period of time determined by the Employer.
- d. The Contractor does not maintain a security/safety which is required.
- e. The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be imposed/or delay/stop the execution of services which affects the services or reputation of the Centre.
- f. If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-

competitive levels and to deprive the Employer of the benefits of free and open competition”.

When the Contractor gives notice of a breach of contract to the Employer or his nominee for a cause other than those listed under Sub Clause- above, the Employer or his nominee shall decide whether the breach is fundamental or not.

The failure to deploy adequate services personnel resulting in substandard work will be considered as breach of the terms and conditions under the agreement.

In the event of termination by the employer, the Security Deposit (performance security and retention Money) of the contractor shall be forfeited and balance period of services contract shall be undertook at the risk and cost of the agency, till the new contract will be executed.

In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the owner will be at liberty to revoke the contract without giving any notice of payment in lieu of notice.

45. Canvassing

Either directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

46. Termination of Contract on account of adverse character & antecedent remarks/notification against the Contractor

In case of receipt of any adverse character & antecedent remarks/notification against the Contractor / Company / Firm / Proprietor and / or his Contract personnel, consequent to the security vetting, Institute reserves absolute right to terminate the contract forthwith without assigning reason/show cause notice. Under the circumstance the Contractor will have no right to claim good any losses/liability that may be incurred as consequence to the above action initiated by the institute. The institute also reserves the right to forfeit in part/full Performance Security and/or Security Deposit in possession of the Institute for failure on the part of the Contractor to abide/adhere to the Security Instruction issued by the Institute from time to time.

47. Jurisdiction

In case of any dispute arising on the above contract, the Courts in Mumbai will have the sole jurisdiction to hear the case.

GENERAL TERMS AND CONDITIONS

(Please read the following instructions carefully and give acceptance for the same at the end)

A) GENERAL INSTRUCTIONS

1. The tenderer submitting tender would be deemed to have considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.

2. The Institute reserves the right to cancel or reject in full or part any or all tenders received.
3. Any action on the part of the tenderer to influence any officer of the Institute or canvassing in any form shall make the tender liable for rejection.
4. The following points will be considered for prequalification / technical eligibility to assess the suitability of bidders:-

1. Registration under the shops and Establishment Act/ Companies Act/Society Act
2. PAN no.
3. GST registration no.
4. Registration no. EPFO
5. Registration no. ESIC
6. IT returns 03 years(latest)
7. Audited balance sheet 03 years(latest)
8. Bidder should have Minimum 03 year's relevant experience in reputed Institution / Organizations.
9. Valid Labor License (for any other site)
10. Solvency certificate (not less than 40% of the value of the work and not older than one year from the date of publication of NIT)
11. Valid Electrical license- class B or above from PWD / registered as electrical contractor with CPWD.
12. Apart from the above a committee can also be constituted for visiting the different sites of bidders to assess their capacity and capability.

Note:- Bidders must attach copy of valid certificate of the above documents along with tender documents.

5. All works will be executed as per detailed specifications at IIG, Navi Mumbai and as directed by an officer / official nominated by the Director.
6. The quantities indicated are purely tentative and likely to vary from time to time as per need of IIG.
7. Time is the essence of this contract. In case the contractor fails in fulfilling the obligations fully in time, the IIG shall have the absolute right to take up the work at Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Institute shall have right to impose a penalty commensurate with the fault and if any, shall be deducted from the bill.
8. The Contractor will be required to bring all tools, equipments and contingent material, means of access (scaffolding, ladder, elevator etc.) and labour required for proper completion and maintain the day-to-day work at IIG.
9. The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time and shall indemnify the IIG from any claims in this regard.
10. The Contractor will be required to post skilled manpower as may be needed to supervise and guide the workers – skilled, semi-skilled as well as unskilled for proper completion of the work as per directions of the Officer nominated by Director of the institute to administer the contract.

11. All letters posted through postal authorities (P&T) to Contractor on the address given by him will be considered to have been delivered in time. Also, mail delivered to the authorized representative of contractor / on valid email address of the contractor will be considered to have been delivered in time.

12. If at any stage, it is found that the work is not being executed as per detailed specifications and special conditions as per contract, it will be the duty of the Contractor to remove all such works from the work site and make them good. The entire cost so incurred shall be borne by the Contractor. The detailed specifications, special conditions are part of this contract.

13. If it is observed at any stage that the quality of work is not satisfactory, the contract / work order as a whole will be terminated and security deposit will be forfeited. The Contractor will have no claims whatsoever on IIG.

14. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Institute for inferior works as determined by the Institute and in case all payments have been made to the Contractor for this work, this amount will be deducted from any sum due to the Contractor on any other work within the Institute.

15. IIG will provide water/electricity wherever/whenever is required for execution of awarded work in the campus. Applicable charges for the same, as per norms, will be deducted from the bills.

16. Contractor will be fully responsible as per IPC or any other law for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the IIG from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor.

17. The Contractor shall identify the personnel to be deployed .The Contractor shall be responsible for cleaning as well as security of the Substation room and tools if any, handed over at the time of starting the AMC work. The contractor should provide Induction training to the newly inducted manpower as per his job profile. Apart from this regular Training on quarterly basis may also be provided by contractor for grooming /etiquettes of the staff to enhance the skills of the manpower

18. It will be the sole responsibility of the Contractor to abide by the provisions of the following Acts as to the workers engaged by him for performance of this contract :

- Employment of Children Act
- Employees Compensation Act
- Employment of Labor / Contract Labor Act
- Contract Labor Abolition and Regulation Act 1970
- Minimum Wages Act/ Payment of wages Act
- Employee Provident Fund and Misc. Provision Act Employees State Insurance Act
- Any other act or legislation which may govern the nature of the contract. Any other law or Act or rule as may be in force and made applicable to the workmen / supervisor / other persons as may be deployed by the Contractor for carrying out the assigned jobs of house-keeping work involving use of skilled, semi-skilled or unskilled workers.

19. The contractor must take insurance policy as per Employees compensation Act for the workers who are not covered under the ESIC and submit the claim for reimbursement on actual.
20. The contractor must ensure that the supervisor shall be present at the IIG on daily basis for solving the issue of workers related to ESIC/EPF and others at his own cost.
21. Any liability arising on IIG shall be deducted from the bills of the Contractor and if the full amount is not recovered then the same shall be recovered from the security deposit and performance guarantee of the Contractor. There would be no liabilities towards the workers of the Contractor by IIG.
22. The IIG through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations and variations shall not violate this contract.
23. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer nominated by the Director of IIG from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.
24. In the event of the Contractor failing to execute the awarded work under contract in whole or in part an alternative arrangement will be made by the IIG totally at the cost and risk of Contractor besides any suitable fine / penalty.
25. The Contractor shall be liable to pay compensation for any loss and damage caused to the property of the IIG or its staff by the Contractor or his workers.
- 26.** The Institute reserves the right to increase or decrease the manpower deployed by the contractor as per its requirement. Also the Institute reserves the right to ask the agency to depute more nos. of labors (skilled / unskilled) apart from the regular scope of work under agreement for limited/certain prescribed duration as per the discretion of the Institute. The agency is bound to provide to extra labors to the Institute as and when requested without delay. Failure to comply the same will attract levy of penalty of Rs. 200/- per day in delay for the manpower deployment.
27. The Contractor shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; Contractor will be under obligation to change the worker when instructed by authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The IIG will not hold any responsibility with regard to staff on the role of the contractor whatsoever.
28. All contractual staff will work for 8 hours in a day and 6 days (3 Shifts) in a week and they are allowed to take ½ hour for rest of interval/lunch. They will avail national holidays on 26th January, 15th August, 02nd October Gandhi Jayanti and 01st May as Labour Day. If they require to work on these days they will get daily wages at double the rate in lieu of overtime. The rest of the holidays will be decided by the Institute as per its rule.
29. The Contractor and his staff shall follow the rules and regulations of the IIG in force and instructions issued from time to time. IIG will be free to take action against the Contractor for violating the same.

30. The IIG reserves the right to discontinue / terminate the contract without assigning any reason by giving a notice of one month. The Contractor will have to give a notice of 3 months, if he wishes to terminate the contract.
31. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter the matter shall be referred to the Director, IIG or any other officer nominated by the Director, IIG for arbitration whose decision shall be final and binding on the parties. The Contractor should agree that the arbitrator could be an employee of the Centre and shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act, 1996. The place of seating of arbitration shall be at New Panvel and cost of arbitration shall be shared equally by both parties.
32. The selected agency shall not, without IIG prior written consent, disclose the Contract or any provision thereof or any specification, plan, sample of information furnished by or on behalf of IIG in connection therewith to any person other than a person employed shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
33. The selected agency shall not outsource the work to any other associate/franchisee/third party under any circumstance. In case of default of this condition. IIG shall have the liberty to forfeit the security deposit, to revoke the bank guarantee (including the ones submitted for other work order) and termination of the contract.
34. The contractor shall maintain a complaint book.
35. One supervisor from contractor shall remain in office hours to communicate all offices under IIG to resolve day to day problems, work related to contract, payment issues etc.
36. As IIG is covered under the scope of RTI act, it is expected that the contractor shall keep all the records properly indexed and maintained in specific manner so that copies can be extracted as and when required.
37. All other general conditions of contract issued from time to time by the Government of India shall apply.
38. The mode of payment to the contract staff will be through Bank transfer only.
39. If IIG faces any problem in the manpower at a later stage, Director, IIG reserve the right to withdraw/relax any of the terms and conditions mentioned in the tender notice as per existing or new policy of either State or Central Government so as to overcome such problem.
40. IIG will have the right to invoke the security deposit without assigning any reasons if performance of the agency is not found up to the mark.
41. It may be noted that most of the manpower requirement is project based and actual number will depend on the policies taken from time to time. Therefore, the quantity or manpower indicated is liable to change. IIG reserves the right to increase or decrease the required manpower and shall communicate to contractor and accordingly within time schedule manpower to be provided.
42. The agency will ensure that Salaries are given to the deployed personnel on or before 7th

of every month. The contractor should not stop / delay for making the payment of salary to the labors on account of delays not attributed to the engaged Or non-clearance of bills from IIG and also on account of late submission of bills by the contractor. Late submission of Bills by the contractor after 10th of every month will attract levy of penalty of Rs. 500/- per day.

43. The agency personnel shall be used for providing services/support as specified by IIG. In case any personnel of the Agency is found engaged in doing any work other than the above or found not useful, the agency shall withdraw him/he from service and arrange for replacement immediately at their own cost.

44. The agency shall be responsible for any damage to equipment, property and third party liabilities caused by acts on his part of / on part of its deployed manpower at IIG.

45. Any damages or compensation due to any dispute between the agency and its staff shall be agency's exclusive liability.

46. The personnel engaged by Agency will not be on the payroll of IIG and will not be entitled to any benefit as applicable to the employees of IIG.

47. IIG reserve the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of IIG will be final in this regards.

48. The Agency is solely responsible for any accident / medical / viral (covid pandemics) / health related liability for the personnel deployed by Agency at IIG. The IIG shall have no liability in this regard. In the case of any accident/Injury/death caused to the hired staff, all the claims arising out of it shall be met by the agency/contractor; the agency/contractor shall only be deemed as employer for all purposes and will be liable under all provisions of Criminal / Civil Laws.

49. The agency shall follow and ensure strict compliances to the covid - 19 norms to his labors as stipulated by Govt. of Maharashtra from time during the currency of the contract.

50. For the manpower deployed, the agency shall keep record with them, their present and permanent address, educational and technical qualification details, specimen signature and two passport size photographs and furnish these details/information to IIG, as and when required.

51. The agency shall issue order / letter to the deployed manpower and issue valid I card to each one of them. They shall wear the I Cards on their person at their respective places of work. The agency shall also provide ESIC cards to the eligible employees deployed by them.

52. Duty Hours: Personnel engaged by the Agency are required to work 6 days in a week. However, in case of shifts (3 Shifts), emergency. Duty hours may vary as per requirement of the Controlling Officers.

53. In case of 3 frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.

54. The contractual staff must observe all the etiquette and protocol while performing the duty.

55. The hired Manpower will be bound to carry out the work as required by the designated officer, IIG as well as of the officers assigned for any specific job.

56. The service provider should install Bio-metric based attendance system for all employees engaged by them and the employees shall be routed only through the specified gates for entry and exit purpose at IIG.

57. Contractor is liable to provide additional manpower against demand from this office. Only quoted rate will be applicable in cases of any additional manpower hired by this office for its use. Contractor cannot charge different rate for additional manpower hired from them.

58. The agency is solely responsible and liable for compliance to the staff engaged by the agency under the social welfare Legislation Acts like workmen's compensation and Provident Fund, as admissible under the rules and IIG shall have no liability in this regard. The agency shall comply with all representations, grievances of the employees deployed by them at the IIG.

59. For all purpose the agency will be the "Employer" within the meaning of different labor legislations in respect of the personnel so employed and engaged by him. The persons deployed by the agency at IIG shall not have any claims whatsoever like employer and employees relationship against IIG.

60. The agency shall be responsible for recruitment of personnel.

61. The agency shall be contactable at all times and messages sent by e-mail/fax/special messenger from the IIG to the contractor shall be acknowledged immediately on receipt. The agency should furnish full contact details such as address, e-mail id, fax no. telephone number etc.

62. During festivals such as Ganesh Chaturthi, Dussehra, Diwali and summer vacation the agency should maintain the full strength and the services should not be affected, failing which the appropriate penalty will be imposed.

63. The agency shall deploy staff as per education, qualification and experience given in the tender notice as required with concurrence of IIG. The agency shall provide necessary undertaking and documentary evidence in this regard.

64. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the IIG at agency's own cost.

65. The agency shall ensure that the personnel deployed are healthy, properly trained for the mentioned services.

66. The contractor shall issue Photo ID cards to every worker (s) duly signed and worker (s) would be required to display them on their person while they are on the premises of IIG.

67. Personnel engaged by the contractor are entitled for Four National Holidays (i.e. 26th Jan, 2nd Oct, 15th Aug and 1st May)

68. The contractor should adhere and comply with the rules and guidelines issued by the concerned Central Labour Commissioner from time to time.

69. The contractor shall ensure his presence at a short notice when required by the management.

70. It will be the sole responsibility of the contractor to ensure that the personnel engaged are trained including safety precautions, use of safety appliances, etc. and the Institute will not be liable for any mishap, directly or indirectly.

71. Integrity and workmanship of the worker/s engaged should be beyond doubt. If the worker/s is/are not found fit for the work, decision of administration/concerned competent authority shall be final and the contractor shall change/replace the person immediately.

72. The staff engaged by the contractor shall be available all the time as per their duty roster duly prepared by the contractor and duly approved by the institute and they shall not leave their place of duty. Adequate supervision will be provided by contractor to ensure correct performance of the said Electrical maintenance works.

73. The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given.

74. The contractor shall abide by and comply with all the relevant laws and statutory requirements including but not limited to Minimum Wages and (Contract Labour (Regulation & Abolition) Act 1970), EPF etc. with regard to the personnel engaged by him for sanitation works as well as with respect to performance of services under this Agreement generally. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Institute and to the Labour the Institute.

75. The contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, etc. mandated by the Govt. to the staff engaged by him. 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 the sanitation works, is required to be submitted to the Institute. In any eventuality, if the contractor fails to remit employee/employer's contribution towards P F subscription etc. within the stipulated time, the Institute is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract and will be deposited with RPFC on behalf of the contractor. The contractor shall supply the details of the amount deposited by him in PF, ESI, and Bonus etc. along with the name, father's name and address of the persons under whose name the said amount has been deposited.

76. The Institute shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.

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

78. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the Institute. The contractor shall submit the details of the employees along with their photographs duly verified by the police regarding their Character and antecedents.

79. The Contractor will maintain attendance register on which day to day deployment and

attendance of personnel will be entered. This will be countersigned by the authorized official of the Institute. While raising the bill, the deployment particulars of the persons engaged during each month, shift wise, if any, should be shown. The Contractor has to give an undertaking, 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.

80. All liabilities arising out of accident or death of any personnel while on duty shall be borne by the contractor. The contractor shall also be solely responsible for any injury to or death of any third person caused due to contractor or its staff's negligence.

81. The 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 Institute and shall not knowingly lend to any person or company any of the effects of the institute under its control.

82. The contractor shall ensure that the staff engaged by the contractor shall not accept any gratitude or reward in any shape. If any staff is found engaged in such activity then he/she is liable to be removed immediately and substitute shall be provided by the contractor. Apart from it, a penalty of Rs.2000/- will also be payable by the contractor for each such incident. Further action as per law of the land shall be initiated against the said person for demanding or accepting the gratitude or reward or any gift etc.

83. The contractor shall be responsible to maintain all property and equipment of the Institute entrusted to it. Any damage or loss caused by contractor's persons to the Institute in whatever shape would be recovered from the contractor.

84. The contractor will not be held responsible for the damages/sabotage caused to the property of the Institute due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.

85. The contractor shall ensure that the personnel deployed by him at the Institute are extremely courteous with very pleasant manner in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of utmost discipline. The institute shall have right to have any person removed in case of patient/staff/visitor complaints or as decided by representative of the Institute. The contractor shall have to arrange the suitable replacement in all such cases.

86. The payment would be made after the end of every month based on the verification of work done and the attendance of labors and based on the documentary proof jointly signed by the representative of the institute and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the institute.

87. That in the event of any loss occasioned to the institute, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the institute, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Director of the institute will be final and binding on the contractor.

88. The contractor shall ensure that its personnel shall not at any time, without the consent of the institute in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the institute and shall not disclose to any information about the affairs of the institute. This clause does not apply to the information, which becomes public knowledge.

89. 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.

90. "NOTICE TO PROCEED" means the notice issued by the Institute to the contractor communicating the date on which the work/services under the contract are to be commenced.

91. 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 Institute for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Institute.

92. The contract period shall be initially for twelve months from the date of the commencement (as mentioned in Notice to Proceed).

93. During the course of contract, if any of contractor's personnel or the contractor are found to be indulging in any corrupt practices causing any loss of revenue to the Institute, the Institute shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee without prejudice to any other right or remedy that the Institute may have against the contractor.

94. 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, the Institute may, failing payment of the said money by the contractor, make payment on behalf of the contractor to the said person and any sums so paid shall be recoverable by the Institute from the contractor. Default in payment of wages or other dues to workmen deployed at the institute on the part of the contractor shall constitute a breach of the contract and shall entitle the Institute to terminate the contract and forfeit security deposit.

95. 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 Institute, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security or otherwise.

96. The list of staff going to be deployed shall be made available to the Institute and if any change is required on part of the Institute fresh list of staff shall be made available by the contractor after each and every change.

97. The contractor shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

98. The contractor shall be registered with the concerned authorities of Labor under Contract Labor (R&A) Act 1970 and other applicable laws.

99. The contractor shall not employ any person below the age of 18 yrs.

100. Only physically and medically fit personnel shall be deployed for duty by the contractor.

101. The contractor shall ensure that the staff shall not take part in any staff union and

association activities.

102. The Institute shall not be responsible for providing residential accommodation to any of the personnel of the contractor.

103. The Institute shall not be under any obligation for providing employment to any of the worker of the contractor during and after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the contractor or between the contractor and the Institute.

104. If as a result of post payment audit or otherwise any overpayment is detected in respect of any work done by the contractor or alleged to have been done by the contractor under the contract, it shall be recovered by the Institute from the Contractor.

105. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Institute.

106. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month along with details like Name, Father's/Husband's Name, Address etc. duly authenticated by the concerned Authority of PF/ESI etc..

107. The contractor shall disburse the Wages, Bonus, Arrears to its staff deployed in the Institute every month through Electronic Fund Transfer to the Bank Account of the concerned employees. The proof of such EFT shall be maintained and made available for the inspection whenever required.

108. 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 filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

109. The Institute will deduct Income Tax at source under Income Tax Act or any other TDS from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

110. The institute may terminate the contract of the agency if it is found that the agency/firm or its proprietor/partner/director is black listed on previous occasions by any of the Institutes/ institutions/local body/municipalities/ Public Sector Undertaking etc.

111. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the IIG from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The Contractor shall take the Workmen Compensation Policy from any national insurance company and submit a copy of the same to IIG before commencement of the work.

112. If any person deployed by the contractor for carrying out of this contract, the Institute may, failing payment of the said money by the contractor, make payment on behalf of the contractor to the said person and any sums so paid shall be recoverable by the Institute from

t he contractor. Default in payment of wages or other dues to workmen deployed at the institute on the part of the contractor shall constitute a breach of the contract and shall entitle the Institute to terminate the contract and forfeit security deposit.

113. 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 Institute, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security or otherwise.

114. The Institute shall not be under any obligation for providing employment to any of the worker of t he contractor during and after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the contractor or between the contractor and the Institute.

115. Police Verification: The Contractor will arrange the police verification in respect of his workers/supervisor and submit a copy of the same to IIG before commencement of the work. This practice should be continued as and when there is a change of worker/s and supervisor/s during the tenure of the Contract.

116. All works to be executed as per schedule of quantities and also as directed by an officer / official nominated by the Director. The successful bidder shall have to submit annual schedule to carry out the operation and preventive maintenance works for electrical installations, HVAC system as mentioned in the scope, Schedule of Quantities / list of inventories of installations for electrical. The electrician / skilled Technicians / unskilled technicians and helpers deployed by the contractor will have to do any kind of electrical / HVAC and allied works as may be requested by the Officer.

117. The Contractor will be required to bring all tools, plants, equipments, accessories, ladders, telescopic/movable/adjustable aluminum ladder of height not less than 30 feet, telescopic scaffolding H frame / cup and cone steel scaffolding materials required for proper completion of indoor and outdoor works in the campus at no extra cost. The cost towards the same will have to be considered in the sundries tool and plants and service charges/profit and overhead of the contractor.

118. The Contractor will be required to post manpower in shifts as may be necessary for proper completion of the work as per directions of the Officer-in-Charge nominated by Director of the Institute. In addition, the Contractor will provide the consultation and guidance to the Institute to prepare the technical proposal for new or repair and maintenance work of whatsoever nature, as may be requested without any cost.

119. If at any stage, it is found that the work is not being executed as per detailed specifications and planned time schedule for operation and preventive maintenance of utilities for electrical, and special conditions of the contract, it will be the duty of the Contractor to remove all such defective works from the work site and make them good at his own cost. The detailed specifications, special conditions are part of the contract.

120. The electricians, Technicians and helper may be deputed to Institute's offices and residential quarters at Colaba as and when required without any extra cost except reimbursement of local public conveyance for carrying out the maintenance work.

121. RESIDENT CLAUSE:

The contractor is bound to arrange and keep ready 2-3 multi skilled electricians / technicians for the Institute to look after any emergency break-down arising during working/non-working hours as and when required.

A) Rights of IIG

Decision of IIG in regard to interpretation of the terms and conditions of the agreement shall be final and binding on the agency.

In case of any dispute between the agency and IIG, the IIG shall have the right to decide and the same shall be referred to the Director, IIG whose decision shall be final and binding upon both the parties, however, all matters of jurisdiction shall be at the local courts located at Navi Mumbai.

Estimated number of Personnel is subject to reasonable change as per the discretion / requirement of IIG.

IIG may check and ensure that the personnel engaged by the contractor shall actually be paid the amount (salary) fixed and reimbursed to the agency by the IIG, if required. The agency shall be liable for any default thereof under laws.

The IIG has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving three month notice in advance to the agency in writing. The IIG shall also have the right to extend the contract in writing on the same terms and conditions or with some addition/deletion/modification for a further period of one year or for a shorter period subject to satisfactory service.

IIG shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the contractor.

B) Dealing Offence / Loss etc...

In case of any theft or pilferages, loss or other offences, will be reported to the office. If after a departmental enquiry it is found that the loss has occurred due to the negligence of the agency's personnel, then the Director will have full power to recover the loss in full or in part from the dues or security deposit of the contractor. The decision of the Director / Competent Authority will be final and binding on the contractor.

During surprise checks by any authorized officer of IIG, if the personnel deployed by the agency is found absent from duty any time or sleeping or drunk on duty or behavior of any of the personnel is found doubtful or ground engaged in irregular activities, the personnel would be replaced by contractor/agency on receiving instructions from the authorized officer and it may even entail cancellation/termination of contract for the rest of the period.

C) Termination for default.

Default is said to have occurred--

If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by IIG.

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

If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from IIG. IIG may terminate the contract/work order in whole or in part.

D) Payment Terms.

The payments to the agency will be made monthly on the basis of the daily report of the employees man days of the services provided by the agency.

Monthly bills shall be submitted in duplicate to the coordination officer specified in contract along with daily report and abstract of bills generated by agency according to attendance sheets of employee duly certified by the officer-in-charge. The copy of GST paid challan for the previous months/quarter as the case may be should be produced along with the bills for payment.

All payments to agency shall be made subject to deduction of TDS as per the Income Tax Act 1961 and other taxes if any as per GOI rules.

The agency will make the payment to their deployed employee on receipt of daily report/attendance sheets of the employees duly certified by the corresponding officer in charge.

Payment of bills will be made only after submission of complete documents every month as follows:

1. Attendance Sheet
2. Acquaintances (Salary Statement)
3. NEFT / Bank Transfer / Cheque Statement
4. EPF- Challan Copy & ECR uploaded copy
5. ESIC – Challan copy & ECR uploaded copy
6. Professional Tax Challan Copy
7. GST Challan Copy
8. Labor License.

The agency must be financially capable to pay remuneration in time to the personnel employed by them in IIG upto a maximum period of 3 months in case IIG is not in a position to clear their bills due to some reasons.

E) Institute's OBLIGATIONS:

1. The Institute shall not be responsible for any loss, breakage or theft of Contractor's material for which he has to make his own arrangements for storage.
2. The Institute shall not pay any compensation in respect of any injury or death caused to the workers of the Contractor. It will be the sole responsibility of the Contractor under the applicable law / rules.
3. The Institute will provide water or / and electricity for execution of the awarded work and will be under obligation to provide electric connections for operating of machines required for executing the work and water for washing the areas under contract.
4. The Contractor shall pay the daily, weekly or monthly wages to the workers who may be

deployed by the Contractor at IIG to carry out the assigned jobs under the award of the contract and the Contractor will be responsible to comply with the provisions of minimum wages Act of the Central Government / State Government, whichever is applicable and ensure payment of highest minimum wages which include Basic Pay, Dearness Allowance, Special Allowance, EPF, Bonus, ESIC, etc. mandated by the Govt. to the unskilled/semi-skilled/skilled workers from time to time throughout the tenure of contract in the presence of the representative of the Director of the Institute. The Contractor shall pay wages to the workers employed by the Contractor latest by 7th or 10th as the case may be every month by cheque / Bank Transfer / ECS / RTGS etc along with payment slip as per Central Labor Enforcement Authority and will be reimbursed to the contractor on submission of bills along with supporting documents. The bonus shall be claimed by the contractor as and when these are paid by the Contractor to its employees and the same will be reimbursed by the Institute on submission of proof for having paid.

5. Bidders are advised to visit IIG to understand the scope/Schedule of work and also to get the details of current wages paid to them from IIG Administration, which must be protected.

6. **Uniform:-**The contractor shall provide 2 sets of uniform (Shirts and pants) for the each of the male manpower and Saree and blouse for the each of the lady manpower deployed by the contractor.

S. no.	Particulars of Uniforms for men
1.	2 shirts & 02 pants to each male worker
2.	01 pair of shoes
3.	01 pairs of gum boots, caps, raincoats for men/female worker

7. The contractor must issue uniforms to each worker within 30 days from the award of contract in consultation/approval of Institute Authorities after showing the sample at his own cost and the cost towards the same shall be included by the contractor in his administrative charges, profit and overhead etc. No extra cost will be reimbursed to the contractors for the uniforms and also washing allowance will be paid.

8. Non - wearing of uniform by the staff deployed by contractor at the IIG shall not be acceptable and a fine upto Rs. 50/- per day per person can be levied.

9. **Identity card:-** The contractor must issue identity card to all of his workers / supervisors in consultation with institute authorities and submit police clearance certificate for all workmen engaged by him along with supervisors to IIG. Non-display of ID-card will also be penalized @ Rs.50/-per day per person which can be recovered from the bills of the contractor.

10. **Attendance:-** The Contractor shall ensure and arrange for taking daily attendance of his workers using biometric /electronic system. The contractor will ensure daily in and out attendance with time. Permissible lunch time is 30 minutes and will be regulated by the concerned department.

11. Disciplinary action shall be initiated by the contractor against the staff engaged by the contractor for their non-compliance of work, indecent behavior etc.

F) REPORT

1. The contractor or his representative shall daily report to Officer nominated by the Director, IIG to supervise the work under the contract and take instructions every day from him/her for the work on a book / register maintained by the Contractor exclusively for the purpose. He shall preserve the said book and produce the same when asked. The Supervisor of the contractor will provide details of daily absenteeism of regular worker as well as replacement provided.
2. The Contractor in consultation with Officer In Charge shall prepare a schedule on the works to be carried out in the areas of works allotted before commencement of actual works.
3. The Contractor / his representative should all the time be available at work site during the course of his work.

H) PAYMENT CONDITIONS

1. Bills shall be prepared (in triplicate) item wise indicating services rendered by the Contractor on monthly basis. The firm shall indicate, work order no., name of work, GST No., PAN No, duly signed and stamped. The payment will be made through ECS after submitting ECS details with every bill in prescribed format. The contractor shall prepared item wise report on daily basis in separate sheet & submit along with monthly bill. The bill shall be submitted by the contractor by the first week of every month.
2. The Contractor shall submit the pre-receipt bills in duplicate on 1st working day of every month in respect of claim for the preceding month with the certificate for execution of the work satisfaction. This certificate will be recorded by the Officer IN Charge. The Officer on the receipt of the bill along with certificates will check the work record and thereafter process the bill for payment. All bills should be submitted on printed forms, duly signed and pre-receipted. The payment shall be made within 30 days from the date of submission of bills complete in all respects.
3. In case of any delay in submission of bill by the contractor OR delay in processing of the bills by the Institute, the Contractor shall ensure the payment of its workers by 7th or 10th of every month as the case may be under the law of the country.
4. Permissible taxes will be deducted from the bills and certificate will be issued by the Centre.

I) VALIDITY

The tendered offer must remain valid at least for a period of 90 days from the date of the opening of the tender. The rates quoted by the contractor once accepted shall be valid for the entire period of contract.

J) COMMENCEMENT OF WORK

1. The Contractor will be required to deploy the manpower and supply the material to resume the work within seven days from the date of award / date of communication of acceptance of the tender. In case it is found that the work has not been taken up within seven days from the date of acceptance of the tender or issue of the work order, the IIG at its sole discretion maycancel the work order and forfeit the earnest money deposit, deposited along with tender without any reference to the Contractor.

K) CANCELLATION OF CONTRACT

1. Notwithstanding any other provisions made in the contract, the IIG reserves the absolute right to terminate the contract after giving one month's notice in writing, without assigning any reasons. The Contractor shall raise no compensation or claim in the event of such cancellation.
2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and EMD/Security Deposit issued to the IIG shall be forfeited without any claim whatsoever on IIG.

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SCOPE OF WORK FOR ELECTRICAL MAINTENANCE:

Name of Work: Operation and preventive maintenance of electrical and mechanical utility equipment including 22 KV receiving substation, transformer, GOD structure, LT/HT Panels, water pump of 18.5 KW etc. etc. on annual contract basis at the above premises at annual rate contract.

ANNUAL MAINTENANCE CONTRACT: 2021-22

Sl.No	Description of Items	No. of workmen	Rate	Amount
1	2	3	4	5
	Deployment of Manpower Supply of qualified manpower in our 1) Panvel campus which consists of functional building, Research Scholar Hostel, Guest House, Canteen and Auditorium, Director's Bungalow, Flatlet building, Type I & II staff quarter building, Type III & IV staff quarter building, parking and corridor areas etc. and 2) Colaba office complex, Directors residence, WDC, Technical section, Guest House, for carrying out day-to-day operations/ repair/ maintenance of complete electrical installations with accessories, Security gate, security lights, campus street lights etc. viz. i) fault finding & rectification of internal and external power supply of electrical fittings, fixtures and circuit. ii) Tightening of connections in switch board, socket, distribution board, replacement of faulty MCC/MCB/Fuses and the allied wirings iii) Checking the batteries for distilled water level and tightening of the connections of batteries and charger panels in the battery room. iv) Checking and tightening of control connections and power cable connection in panel sub-station room, fault finding for power failure, rectification and restoration of supply in panel room. v) Day to day smooth operation of pump (water supply & submersible bore pump), two Diesel Generating sets, mechanical ventilation, power control panels installed, at Panvel and Colaba Campus, etc. (Note : The manpower will be stationed at IIG Panvel campus and will be deputed to Colaba offices as and when essentially required for attending the repairs / maintenance of Electrical units.) The following personnel will have to be provided at the Campus round the clock:			<u>Please fill the rates and other details in an Annexure –I enclosed herewith in respect of the manpower mentioned herein</u>
	a) Highly Skilled Electrician / Technician (Holding valid license with minimum 5 years' experience) (Highly Skilled workman's License No.& validity period required to be submitted)	01		
	c) Electricians (ITI holder with 2 -3 years' experience - Skilled workmen capable for carrying out electrical maintenance and allied works independently)	03		
	d) Helper (Unskilled multi tasking workman to help in electrical and HVAC maintenance works)	01		
The Institute at its discretion may appoint one Supervisor among / from the deployed manpower to supervise the assigned work/task in addition to carrying out of his regular duties.				
II.	THE PLACEMENT OF ABOVE MANPOWER WILL CARRY OUT THE FOLLOING WORKS Checking reasons for non-functioning (as and when required) and Cleaning of the following types of luminaries installed at various heights & locations, on different floor, staircase, lift-lobby, connecting corridors etc., removing the required parts of fittings including decorative grills for cleaning with dry cloth, followed by wet cloths. Washing of the plastic grills of decorative fixtures with clean cloth, re-fixing the same followed by testing, commissioning of all the fixtures taken out for cleaning etc. complete all as directed by Engineer-in-Charge. <u>MODE</u> : Quarterly or four times in a year.			
	a) 2 x 40 watts box-type fluorescent tube light fixtures			529

	b)	2 x 11 watts C F C fixtures (box-type and mirror optic type)	493
	c)	1 x 40 watts box-type fluorescent tube-light fixture	407
	d)	1 x 12V – 50 watts recessed down lighter (spot-light)	50
	e)	1 x 125 watts HPMV post top lantern street light	04
	f)	1 x 70 watts HPSV FLOOD LIGHT INTEGRAL TYPE @ terrace level, security cabin, sub-station	
	g)	1 x 150 watts HPSV 5 meter height 'J' type street light poles	30
	h)	1 x 18 Watts	113
	i)	Fly Killer	12
	j)	Night Lamp	60
	k)	Geyser	58
	l)	1 x 11 watts C F C fixtures	51
	m)	TL-5-14 watts	05
	n)	2 x 18 watts CFL	111
III.	Cleaning of the following types and various sizes of fans installed at various locations, floors etc., disconnecting the power supply of the fans, cleaning of blades, body, canopy by dry cloth followed by sponge cleaning using detergents with water, rinsing it twice or till the surface is free from soap, testing and commissioning of the fans all as required and directed by Engineer-in-Charge.		
	<u>MODE:</u> Quarterly or four times in a year.		
	a)	Ceiling fans of various sizes	473
	b)	Exhaust fans – toilets, telephone exchange, lift machine room, substation, pump-room	112
IV.	Cosmetic maintenance of 1] 3 Nos. lifts / Elevators from inside (except fans and tube-lights) with moist and dry cloths 2] sub-station consisting of office are , installed with LT and APFCR Panels pump room, D.G Room, D.G. Battery room ,cleaning the panels, sweeping & mopping of floors with liquid soap, dusting of walls, ceilings etc. including, checking for non functioning of various types and sizes of fluorescent tube light fixtures, disconnecting the power supply and replacing the following parts if found defective, including dismantling and re-fixing all the parts, fixtures whatever necessary. Parts for replacement of the defective items may be from stores department by returning the defective parts, all as required and directed by Engineer-in-Charge. Checking & tightening of control connection of, power cable connections in panel. Fault finding for power supply failures in panels and rectification of it.		
	<u>MODE:</u> Once in every month.		
	a)	Fluorescent lamps	
	b)	Starters for fluorescent lamps	
	c)	Ballast of 2x40W, 1x40W & 20x1W fluorescent fixtures	
	d)	Side holder of 2x40W, 1x40W & 20x1W fluorescent fixtures	
	e)	Starter holder of 2x40W, 1x40W & 20x1W fluorescent fixtures	
	f)	Condenser of 2x40W, 1x40W & 20x1W fluorescent fixtures	
	g)	Internal wiring of 2x40W, 1x40W & 20x1W fluorescent fixtures	
	h)	40W, 60W, 100W, 300W & 500W incandescent lamp	
	i)	R F lamps – 11 Watts	

	j)	Ballast of CF 11 watts light fixtures	
	k)	12V, 50Watt spot light lamp	
	l)	230 – 12V Transformer	
V	Checking reasons for non-functioning (as and when required) of HPC 11 type of street lights i.e. 'J' type pole-light (street light) gate light and flood lights, installed at various locations, disconnecting the supply of the fixture and replacing the following parts, if defective, including dismantling re-fixing all parts of fixtures, taking new parts from stores department by returning the defective parts etc. complete all as directed by Engineer-in-Charge. a) 125 Watt HPMV Lamps b) 70 Watt HPSV Lamp c) 125 Watt HPMV Lamps d) Igniter for the above fittings e) Ballast for the above fittings f) Lamp Holder for the above fitting g) Condensers for above fittings		04 59 30
VI	Checking reasons for non-functioning of geysers (as and when required) , disconnecting the supply of the fixtures and replacing the following parts, if defective, including dismantling re-fixing all parts of fixtures, taking new parts from the department and returning the defective parts etc. as & when required and complete all as directed by Engineer-in-Charge. a) Coil b) Thermostat c) Related Wiring		
VII	Checking reasons for non-functioning of sub-mersible borewell pump (once in a year / as and when required) , disconnecting the water supply of the fixtures , overhauling, greasing/ oiling and complete servicing, replacing the following parts, if defective, including dismantling re-fixing all parts of fixtures, taking new parts department and returning the defective parts etc. as & when required and complete all as directed by Engineer-in-Charge. This work also includes removing of the sub-mersible pump by any suitable means without any damage from the borehole and reinstallation of the same after attending the service. a) Bush and End Bearings b) Winding c) Related Wirings		
VIII	Disconnection of various types & sizes of fans (as and when required) from the existing installed position, dismantling the blades etc. marking the fan and blade suitable for identification, taking to workshop for re-winding the motor of the fans working in 230V, 50Hz supply all as per relevant IS/BS specifications of the department etc. all as required and directed by Engineer-in-Charge. a . Ceiling fan b . Pedestal, wall mounted fan c . Exhaust fan		473 25 112

IX	Preventive maintenance and servicing of motor & pump sets manufactured by Kirloskar of 18.5 KW, RPM 1470, AMP 33 including adjustment of gland packing in case of excess leakage through gland i.e. more than 50 – 60 drops per minute. Greasing of bearings. Inspection of alignment and rectification if required. Tightening of the foundation nut bolts. Periodically inspection of motors and starters, checking the bearings for undue vibration. Checking motor body temperature, IR and earth resistance values. Cleaning motor with blower. Cleaning the pump house including the flooring, side walls. Complete servicing once in a quarter to the satisfaction of the Engineer-in-Charge.	02
X	Checking and Servicing of Public Address System. Carrying out regular checking of all the inventories, servicing, checking of the terminal connections, rectification of the noise problems, working of the system and its component units, servicing, fault finding, attending repairs and preventive maintenance to all the inventories of public address system. During the emergency in case of failure of system, checking and inspecting the system, serving, fault finding and attending the maintenance of the system.	

XI	CARRYING OUT THE OPERATION AND PREVENTIV MAINTENECE OF THE TRANSFORMER, ELECTRIC GOD STRUCTURE, SWITCHES AND FUGES, MAINTENANCE OF LT/HT PANELS AND ALLIED MAINTENANCE WOKS IN SUBSTATION ETC. (As per the schedule prescribe in Financial Bid Part B / as specified) bidder has to quote separate rates for attending such onetime maintenance work in the fin. Bid. - Transformer maintenance 800 KVA: Servicing, oil filtration / recycling. Testing of oil and replacement of the same if required / recycling of the oil. - Earth pits : All earthling pits checking and testing (Apprx. 25 nos. in the campus) - RTCC Panel: RTCC panel checking and servicing, checking the oil pipe line for leakages, oil pipes leakage rectification / replacement of pipe if required and replacement of damage parts, if any. - Main GOD Structure maintenance: HT GOD overhauling once in a year. Replacement of GOD Fuses / fuse carriers - 3.0 nos. with base On Off Switch of GOD overhauling and maintenance twice in a year for its smooth operation ,Replacement of nut bolts of Jumpers by Stainless steel bolts and replacement of jumpers if required.	
XII	- Panel board and switches: HT Siemens make switches switch panel - ACB panel: ICOG incoming and outgoing 100Amps switch maintenance once in three month LT Siemens switches and (panels of Arrow Engineers) 1250 A /60Hz, Switches maintenance once in three months. - Panel boards : LT panel apprx.20 nos. of arrow engineers make, cleaning and maintenance so as to keep it in operational condition: once in three month cleaning and checking for its functionality and replacement of parts if any at extra cost (replacement of lugs / nut and bolts replacement) - Antronix Engineers make battery charger 48V-150 AH: servicing and fault finding, battery replacement, Voltage stabilizer repairs / replacement .Replacement of 2.0 nos. of electronic circuit if required. - Firefighting panels: Checking, cleaning servicing and maintenance for its smooth functionality and replacement of lugs and nut and bolts if required .checking of 56 Hp submersible jet pump for its functionality for its functionality.	

	9. D.G. Gensets: (2.0 nos.): monitoring the operation of the DG. Sets. Manual operating, if required. Oil and cooling water checking per day. Per day reading monitoring and keep recording of the diesel consumptions etc. Diezel checking etc. IMP NOTE: • Contractor will have to depute the separate and specialized extra skilled manpower for attending the maintenance of the particular items of maintenance works if the above manpower is not able to carry out any of the above specific stipulated maintenance works. • The manpower to be engaged for the aforesaid works will also required carrying out the work of replacement of electrical fittings / Fixtures / lamps/ bulbs in all the buildings of the Institute as and when required or directed. Agency at his own cost will have to provide means of access viz. appropriate ladder / scaffolding etc for carrying out of the work. • The manpower engaged above, will also have required to carry out the inspection and cleaning of street lights fittings and PVC /polycarbonate / plastic domes of fittings in the campus four times in a year, replacement of bulb/fittings. Also, the manpower engaged under the electrical works will also have to carry out aluminum painting to the street lights once in year during the course of contract as may be directed. Paint will be supplied by the Institute.	
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The above inventories are approx. The agencies are required visit the site well in advance and have an idea in respect of actual inventories in the campuses of the Institute at Panvel and Colaba premises. No claim for whatsoever reason will be entertained in respect of increase/decrease /actual quantum of inventories and scope of work at both the premises.

The agency will have to submit the weekly works schedule for carrying out the maintenance of various electrical units in the premises of Panvel and Colaba and get it duly approved form the concerned officer In Charge and to be reported to him subsequently at the end of each weekend.

Minimum Requirement of Tools

1)	Megger (Insulation tester)	01
2)	Clamp meter (Ampear meter 400 Amps) meco 225 model	01
3)	Ladder -	
	1) Street lights trolley type (5 meter)	01
	2) Aluminum (08 ft)	01
	3) Aluminum (12 ft)	01
	4) Aluminium Extendable (30 ft)	01
	5) Adjustable and movable H frame M.S.scaffolding to aid maintenance of electrical fittings or its replacement for height apprx.25 feet or more to with work platform to enable maintenance works in Auditorium and Canteen building	5.0
4)	Spanner set -	
	1) 60mm to 25mm	01
	2) Fix spanner set	01
	3) Box type spanner set	01
5)	Allen key set -	
	1) Inches	01
	2) mm	01
6)	Screw driver each -	
	1) 06" size	02
	2) 08" size	02
	3) 12" size	02
7)	Pipe range -	
	1) 12" size	01
	2) 20" size	01
8)	Pliers – 08" size	02
9)	Hammer	
	1) Small	01
	2) Medium	01
10)	Lugs crimping tools -	
	1) 2.5mm to 10mm	01

2) 10 mm to 25 mm	01
3) Hammer drilling machine	01
4) Cutting grinder	01

Contractor will have to depute separate and specialized extra skilled manpower for attending the maintenance of particular equipments / installations if the above manpower is not able / adequate expertise to carry out any of the above specific stipulated maintenance works at no extra cost.



Annexure: I

Financial Bid: Part “A”
(Financial Bid-Both(Part “A” and Part “B”) to be submitted in one separate envelope other than Technical Bid document)

Financial Bid for Annual Maintenance Contract for operation and preventive maintenance of Electrical units and systems at IIG Panvel and Colaba premises: 2021-2022

FINANCIAL BID			PART : A	
(for Manpower Deployment towards Electrical works at IIG Panvel and Colaba campuses.)				
	Schedule of Employment (CONSTRUCTION OR MAINTTNANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS ETC.)			
	Particulars	Highly Skilled Electrician.	Electricians (semiskilled , capable to do work independently)	Multitasked Helpers (unskilled labor to assist Electrical and HVAC maintenance works.
O	No. of Labors.	1.00	3.00	1.00
A	Basic Rs.	693.00	579.00	523.00
B	VDA Rs.	171.00	145.00	131.00
C	Basic + VDA (wage per day) Rs.	864.00	724.00	645.00
D	Wages per month = (Basic + VDA) X 26 nos. of days Rs.	22464.00	18824.00	17004.00
E	Add service charges including Administrative charges, Agencies overhead, profit, Uniform, washing allowance, raincoat / umbrella, tools and plants, contingent materials for servcing/maintenance , scaffolding , ladder or any other means of access and sundries etc.=% of D or lump sum Rs.....			
F	wages per month per labor (D + E)			

G	Add for EPF 13% of (Basic + VDA) per month (Note: Ceiling limit Rs. 15000/-)	1950.00	1950.00	1950.00
H	Add for ESIC 3.25% of (Basic + VDA) per month (Note: ceiling limit is Rs. 21000/-)	682.50	611.78	552.63
I	Add for bonus per month = 8.33 % of Basic + VDA per month OR (Basic + VDA per month /12) whichever is maximum, (Note: ceiling limit Rs. 21000/-)	1749.30	1568.04	1416.43
J	Total of statutory compliances Rs.	4381.80	4129.82	3919.06
K	Estimated cost per labor per month = F + J Rs.			
L	Estimated cost for respective nos. of labors per month = K x O			
	Cost of labor per annum = 12 x L			
	Add for SGST tax 9%			
	Add for CGST tax 9%			
	TOTAL			
	TOTAL COST OF WORK Rs.			
	TOTAL COST OF WORK in words (Rupees.)	Rupees. _____		
Note: to be worked out only upto two decimal places / will be considered upto only two decimal places. Sign and seal of the Agency				

IMP. NOTE:

- Financial bid has to be strictly filled up as per the column & format provided by the Institute in Part-A
- Any tender filled in, other than above format in Part -A with alteration or addition/deletion of column or change in payments will be rejected on the spot of opening of financial bid. No explanation will be entertained in this regards.
- Contractor has to attach the copy of current minimum wages circular/notification
- Wages quoted by the agencies should not be less than the current prevailing minimum fair wages as per notification no: F.No. 1/26(3) /2021-LS-II, dated 28.10.2021 for Zone: I issued by Deputy Chief Labor Commissioner © (Central Sphere). Failing which the bid will be rejected. If the agency wishes to quote the rates of wages higher than the stipulated minimum wages then he has also required to

5. Bonus will be paid as per Bonus Act 1965 (As per the entitlement of the agency / eligibility of the labors etc.) and has to be deposited in the bank account of the labour
6. **VARIABLE CHARGES:** The statutory payment towards the taxes, Levis to the Govt. or any other charges covered under minimum wages (Only VDA) or Bonus Act, whenever revised by the Government will be considered for up gradation.
7. **FIXED CHARGES:** All the other charges other than mentioned in the variable charges, shall be fixed.
8. All the payments towards the employees such as wages & bonus has to be paid to their individual bank account only and the same has to be attached with the bill. The copies of PF, ESIC, service tax challans/ invoices and GST challans has also to be attached a with the bills in respect of labor deployed for the previous month.
9. The payment toward all the statutory compliances viz. ESIC, PF. Bonus and taxes and levies will be paid and reimbursed at actual after its due confirmation / verification
10. Bidder quoting Nil service charges will be considered as irresponsive and will be rejected.
11. At source taxes will be deducted as may be applicable.

**FINANCIAL
BID PART
"B"**

"Financial Bid for maintenance of GOD, H.T / L.T Pannels, equipment (Non comprehensive)" at IIG, New Panvel.					
Sr. No.	Particulars	Unit	Qty	Rate	Amount Rs.
1	22 KV HT 4 pole Structure Isolator Switch servicing. (Twice in a year)	No	1		
2	Servicing of VOLTAMP make 800 KVA TRANSFORMER (preventive and comprehensive check and maintenance , twice in a year) The scope of work includes for the following :- a) Filtration of oil of quantity including OLTC - 1395 liters and providing and filling necessary top oil for smooth and efficient functioning of transformer.(Complete oil replacement is not under the scope of work and the Institute will have to supply the same as may be required. Rate to be inclusive of only supply and use of top up oil.) b) Cleaning of Transformer thoroughly. c) H.T & L.T cover opening & tightening of H.T cables & flexible at L.T chambers, d) Cleaning of H.T / L.T chamber & gap / hole filling and sealing. d) Routine test of Transformer. e) Replacement of worned out lugs and cables etc. f) Re-commissioning of the Transformer. g) Rectification & Servicing of RTCC & OLTC Panel for Auto Operation. h) 440 V AC & 48 V DC Output Max-15A Battery Charger Panel Antronix make Repairing & Checking of AUTO/ MANUAL MODE.	No	1		

3	Transformer Vent plug Pipe Welding & Transformer Body Painting including cleaning of rusted part with 1 coat of red oxide & 2 coat of transformer recommended pant / epoxy or equivalent paint etc. completed.(Once in a year)	Lump sum	T.R.		
4	Servicing of H.T panels includes (Preventive and comprehensive check, servicing and maintenance, twice in a year):- a. Operational checks of VCB including closing, tripping, IR value & all indication /annual check. b. Primary injection test of current Transformers (to confirm healthiness and ratio error). c. Secondary injection test of protective relays to confirm curve and healthiness of relays. d. Checking of Aux. relay healthiness, which are protecting the feeder, transformer& Motor e. Potential Transformer output voltage confirmation. f. Main bus bar tightness confirmation and IR value measurement. g.. Shutter interlocks checking. h. Cleaning and checking of Panel compartment. i. Re-commissioning of Panel.etc.	No.	1		

	Servicing of SIEMENS, make ACB LT panel. (Preventive and comprehensive check, servicing and maintenance twice in a year) : The scope of work includes the following: a.) Rack in / Rack out mechanism check. b.) Shutter interlocks check. c.) Healthiness of ARCH CHUTE check. d.) Control wire checking and tightening. e.) Electrical/Mechanical closing and Tripping operation check. f.) Electrical / Mechanical spring charging operation check. g.) Cleaning of main contacts. h.) Indication circuit check. i.) Potential free contact check, if any. j.) Cleaning of breakers using petroleum gel on main contacts for smooth operation. k.) Release operation (E / F element) through Main bus bar. l.) shipping section tightness confirmation. m.) Checking of interlock circuit, if any n.) Cleaning and checking of Panel compartments o.) All outgoing cable tightness confirmation. p.) Re-commissioning of Main panel.	Set	1		
6	Earthing pit testing, rectification of connected equipment repair & cleaning of rusted hardwares (chamber cover not in the scope of agency)	no.	15		
7	Providing, supplying and replacement of Fuse carriers (Isolator Switch) of 22 KV GOD structure. Red, Blue and Black color and commissioning of the switch. etc. completed as directed. (kindly see the attached photos of GOD structure, current rating and fuse carriers to be replaced, to be taken as per requirement)	No	3		
8	Replacement of incoming Ampere meter and KV meter of HT panel (0-100 Ampere and 0-12 KV capacity) and its commissioning. (To be taken as per requirement)				

A	0-12 KV meter	No.	2		
B	0-100 Ampere meter	No.	1		
	Total Basic cost Rs.				
	Add for SGST Rs.				
	Add for CGST Rs.				
	TOTAL COST Rs.				
IMP NOTE					
1.) Apart from the above mentioned scope of work, the agency will have to attend the breakdown maintenance in each of the aforesaid individual units / constituent parts thereof as per necessity and practical consideration to put and ensure the system in workable condition without any extra cost.					
2.) The aforesaid work has to be carried out by the agency through the expert Engineers and specialized technicians (mechanical / electrical) independently and shall arrange for the minor contingent materials required for servicing, tools and plants, means of access / ladders/scaffolding etc. required for carrying out the maintenance work either by hiring / by arranging on its own without extra cost to the Institute.					
3.) The agency shall help the Institute or render his Engineering expertise in identification of the major parts / component parts to be replaced and its procurement.					
4.) Rate quoted against aforesaid items of works is fixed and constant. The rates shall not be increase or decrease on account of increase or decrease in statutory taxes, levies, labor charges / min. wages of labors, cost of materials / contingent materials.					
5.) The rates quoted against above items of works is inclusive of supply and use of minor contingent materials required to aid servicing or replacement of part, means of access / ladders/ scaffolding etc. required during the course of maintenance works.					

	SUMMARY OF COST	
A	Cost towards manpower deployment.	
B	Cost towards maintenance of GOD, H.T / L.T Panels, equipment.	
	GRAND TOTAL COST Rs.	
	GRAND TOTAL COST in words Rs. (including all taxes and levies) :	

SIGN AND SEAL OF THE AGENCY

DATE:

PLACE :

CONDITIONS OF CONTRACT

DEFINATIONS:

1. The **'Contract'** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent authority on behalf of Indian Institute of Geomagnetism and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Officer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract the following expression shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.

i. The expression **'Works'** or 'Work' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

ii. The **'Site'** shall mean the land or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

iii. The **'Contractor'** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall *include* the legal personnel representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company.

iv. The **'Director'** means the Director of Indian Institute of Geomagnetism and his successors.

v. The **'Officer-in-charge'** means the Establishment Management In charge, who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Director of Indian Institute of Geomagnetism.

vi. **'The Institute'** or 'The Institute of India' or IIG shall mean the Indian Institute of Geomagnetism, New Panvel, Navi Mumbai.

vii. **'Temporary Work'** means all temporary works of every kind required in or about the execution, completion and maintenance of the works.

viii) **'Accepting authority'** shall mean the accepting authority.

ix. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of The Institute, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by The Institute of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to The Institute's faulty design of works.

x. Market Rate shall be the rate as decided by the Officer-in-charge on the basis of the cost of materials and labour at the site.

xi. The Institute means The Indian Institute of Geomagnetism or any of its Unit (s) of The Institute of India which invites tenders on behalf of Director, IIG.

xii. District Specifications means the specifications followed by the State in the area where the work is to be executed.

xiii. Tendered value means the value of the entire work as stipulated in the letter of award.

3. Scope and Performance: Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings to these General / Special Clauses of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of quantities and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

6. Signing of Contract:

The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

The notice inviting tender, technical and financial bid, minutes of prebid meeting etc. all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. No payment for the work done will be made unless contract is signed by the contractor.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, and supervision of all works, and other things of temporary or permanent nature required for such execution in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works

7. Standards of Performance

7.1 The Service Provider shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management. The Service Provider shall always act, in respect of any matter relating to this Contract, faithfully, and shall, at all times, support and safeguard the Client's legitimate interests in any dealings with Third Parties

8. Use of Contract Documents and Information

a) The Service Provider shall not, without the institute's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the institute in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

b) The Service Provider shall not, without the Client's prior written consent, make use of any document or information except for purposes of performing the Contract.

c) Any document, other than the Contract itself shall remain the property of the Client and shall be returned (in all copies) to the Client on completion of the Service Provider's performance under the Contract, if so required by the Client.

9. Applicable Law

10.1 The contract shall be interpreted in accordance with the Indian laws.

10. Confidentiality

a) The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract, Client's business or operations without the prior written consent of the Client.

b) The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, use the name or the logo of the Client except and to the extent authorized by client.

c) The Service Provider and their personnel shall not misuse or disclose any confidential information, which they come to know during the currency of this contract. The Service Provider shall be liable to fully recompense the Client for any loss of revenue arising from breach of confidentiality.

l) No party shall disclose any information to any third party concerning the matters under this contract generally. In particular, any information identified as "Proprietary" in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party.

This clause shall apply to the sub-contractors, adviser or the employees engaged by a party with equal force.

II.) "Restricted information" categories under Section 19 of the Atomic Energy Act, 1962 and "Official Secrets" under Section 5 of the Official Secrets Act, 1923:

Any contravention of the above-mentioned provision by any contractor, sub- contractor, consultant, adviser or the employees of a contractor will invite penal consequences under the aforesaid legislation.

11. FRAUD AND CORRUPT PRACTICES

i. The Company and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the institute may reject an Application without being liable in any manner whatsoever to the Company if it determines that the Company has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

ii. Without prejudice to the rights of the institute under Clause i hereinabove, if a Company is found by the institute to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the institute during a period of (two) years from the date such Company is found by the institute to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

iii. For the purposes of this Clause-i, the following terms shall have the meaning hereinafter respectively assigned to them:

a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;

d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process

12. Indemnities

The Contractor shall at all times hold the Institute harmless and keep indemnified against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the Institute, its officers, and employees and forthwith upon demand and without protest or demur to pay to the Institute any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the Institute may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the Institute or pay to the Institute forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be against the Institute arising out of or incidental to or in connection with the operation covered the contract. The Contractor shall at his own cost at the Institute's request defend any suit or proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the Institute.

13. SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENTS:

Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and debarring the bidder for participating in any tender of IIG for one year.

In case, the information / document furnished by the contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract, IIG shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to IIG under the contract such as forfeiture of Security Deposit, withholding of payment etc.

In case this issue of submission of false document comes to the notice after execution of work, IIG shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor. Further, such contractor / bidder shall be blacklisted for future business with BARC

14. Commitments and Undertakings by the Bidder/Contractor

a. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind

Whatsoever during the tender process or during the execution of the contract.

ii) The Bidder / Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

15. Language and Law

16. The language of the Contract shall be English and the law governing the Contract shall be Union and State Laws applicable at the site of works.

16. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act). Email communications are valid.

17. Safety

The Contractor shall be responsible for the safety of all activities on the Site.

18. Payments for Variations

The contract is without any minimum quantum of assured work. No extra payment or rate will be entertained for any variation in work, without prior approval of employer. If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date- mutually agreed.

19. Tax

The rates quoted by the Contractor shall be inclusive of all taxes and levies and shall be specified separately by the contractor in the bill.

20. Subsequent Legislation

If, after the date 28 days (Twenty eight) prior to the date for submission of tenders for the contract there occur changes to any National or State Statute, Ordinance or Decree or other Law or any regulation or by law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor be determined by the Employer or his nominee and shall be added to or deducted from the contract price and the employer or his nominee shall notify the contractor accordingly.

21. Advance Payment

No advance payment shall be paid to the contractor in any circumstances under this contract

CLAUSES OF CONTRACT

CLAUSE 1: PERFORMANCE GUARANTEE:

The contractor shall submit an irrevocable Performance Guarantee of 3.0% (THREE PERCENT) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) within 15.0 days from the date of issue of letter of acceptance. This period can be further extended by the Officer-in-charge upto a maximum 25 days on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Officer-in-charge.

This guarantee shall be in the form of The Institute's cash receipt (in case guarantee amount is less than Rs.10,000/-) or Demand Draft / Pay Order / Banker's cheque / Deposit at call receipt issued by a Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or The Institute Securities / Fixed Deposit Receipt (FDR) or Guarantee Bonds (BG) of any Scheduled Bank or The State Bank of India in accordance with the form for performance guarantee. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Institute as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Institute to make good the deficit.

The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

The Officer-in-charge shall not make a claim under the Performance guarantee except for amounts to which the Director, IIG is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:

1. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Officer-in-charge may claim the full amount of the Performance guarantee.
2. Failure by the contractor to pay Director, IIG any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreement, within 30 days of the service of notice to this effect by Officer-in-charge.
3. In the event of the contract being determined under provisions of any of the clause / condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director IIG.

CLAUSE 2: Penalty

In case any of contractor's personnel deployed under the contract is (are) absent for more than a week, a penalty of Rs. 100 /- per day will be levied (after the absentee period of one week) + daily wages of labor (Basic + VDA) / day and for the total absent nos. of days shall be deducted by the Institute from the bills of the contractor. OR the contractor will have to inform in advance in respect of tentative absentee of particular labor and shall arrange to depute the equivalent substitute contingent labor during the absentee period of contract labor. Only Basic + VDA will be paid to such contingent labors for the required no of days.

In case any complaint is received regarding misconduct/misbehavior of contractor's personnel, a penalty of 250/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the person so accused shall not be allowed to work in future in the hospital.

In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, the Institute reserves the right to impose the penalty.

On failure to commence the work within a period of 7 days from the date of award of the work order the Institute may cancel the agreement and get the job to be carried out from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a period of four years from Participating in such type of tender and his earnest money/security deposit may also be forfeited. Apart from the above a suitable penalty shall be levied on the firm.

Penalty of Rs. 3000/- per occasion will be imposed in case of any violation / breach or contravention of any of the terms & conditions or non-performance of assigned job / work by the contractor or his contract personnel.

Penalty of Rs. 250/-per day will be levied if the contractor does not complies with / maintains the time schedule for the completion of day to day housekeeping and gardening works as per the pre demined time schedule with Officer In Charge.

If cleanliness is not observed up to the satisfaction of the Institute, a penalty of a minor fine of 100/- per day, or a major fine of 3000/- per day will be imposed on the contractor depending on the objective criteria as above

A few instances in which Penalty can be imposed are enumerated below. These are indicative in nature but not exhaustive. As such any act of omission/commission on the part of Contractor not covered under this clause will be viewed separately and on the merit of circumstance and the decision of the Head, Medical Division will be final and binding on the Contractor.

I. In the event of non- completion of the assigned job on any given day a penalty of `500/- per day for the outstanding work will be deducted from the monthly bills / Security Deposit of the Contractor.

II. The losses due to breakage/ theft /damage or loss of any due to poor and reckless handling shall be recovered from the service provider at full cost.

III. If the Contract Personnel are found to indulge in prohibited acts such as smoking, chewing of Tobacco/Gutka, drinking, gambling, during duty hours in the IIG premises.

In the event of damage / loss to the Institute property / machinery / material attributable to the contractor during the contract period will be recovered after ascertaining the actual loss / losses to the Institute. In addition, fine penalty can also be recovered from the Security Deposit at the discretion of In charge, EM.

Penalty will also be imposed if the behavior of personnel(s) deployed by Contractor found discourteous to anyone in the hospital viz. staff or patients.

Any breach of terms and conditions of contract will be viewed seriously and a suitable penalty will be imposed. The contractor shall be informed suitably about the lapses and will be allowed

time limit of 10 working days to pay the requisite fine/penalty from the date of imposition of the penalty. Failure to pay the fine/penal charges within the stipulated time limit will further attract penalty @ `1,000/- per week till such time the penalty is paid and/or complete forfeiture of the performance security. Competent Authority's decision in this regard will be final and binding on the contractor.

In case of non-execution / under performance of the contract, loss incurred by the Institute will be recovered from the Security Deposit or bills of the Contractor and the defaulter contractor shall be black listed for a period of three years from the participating in such type of tender and his earnest money/security deposit shall also be forfeited.

CLAUSE 3: WHEN CONTRACT CAN BE DETERMINED: POWERS OF OFFICERS-IN-CHARGE:

Subject to other provisions contained in this clause, the Officer-in-charge may, without prejudice to his any other right or remedy against the contractor in respect of any delay, inferior workmanship, any claim for damages and / or any other provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

If the contractor having been given by the Officer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman-like manner shall omit to comply with the requirements of such notice for a period of 7 days thereafter.

if the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Officer-in-charge (which shall be final and binding) he will be unable to secure Completion of the work by the date for completion and continue to do so after a notice in writing of 7 days from the Officer-in-charge.

If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Officer-in-charge.

If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer-in-charge.

If the contractor shall offer or give or agree to give to any person in institute's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or

forbearing to do or for having done or forbore to do any act in relation to the obtaining or execution of this or any other contract for institute.

If the contractor shall enter into a contract with institute in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Officer-in-charge.

If the contractor had obtained a contract with the institute as a result of wrong tendering or other non- bonafide methods of competitive tendering.

If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Officer-in-charge.

If the work is not started by the contractor within 1 / 8th of the stipulated time.

When the contractor has made himself liable for action under any of the cases aforesaid, the Officer-in-charge on behalf of the institute shall have powers: To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Officer-in-charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract, shall be liable to be forfeited, and shall be absolutely at the disposal of the the Institute.

After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Officer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of

the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Officer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A : Closure of Contract on non-commencement of work:

In case the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4: Contractor liable to pay compensation even if action not taken under Clause 3:

In any case in which any of the powers conferred upon the Officer-in-charge by clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Officer-in-charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Officer-in-charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Officer-in-charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof, belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work / or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Officer-in-charge, whose certificate thereof shall be final and binding on the contractor, his clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice); in the event of the contractor failing to comply with any such requisition, the Officer-in-charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Officer-in-charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Clause 5: CONTRACTOR TO KEEP SITE CLEAN:

The person/s working under this contract should keep the site clean, neat & tidy provided to them for working. In case the contractor fails to comply with the requirements of this clause, the Officer-in-charge shall have the right to get this work done at the cost of the contractor either the Institute or through any other agency. Before taking such action, the Officer-in-charge shall give 10 days' notice in writing to the contractor.

CLAUSE 6: FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

If at any time after acceptance of the tender, the institute shall decide to abandon or reduce the scope of the works i.e. manpower deployment for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Officer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Officer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure.

The contractor shall, if required by the Officer-in-charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

CLAUSE 7: ACTION IN CASE OF WORK NOT DONE / COMPLETED AS PER PREDETERMINED TIME SCHEDULE:

If the daily AMC works is not being executed by the contractor as per the predetermined time schedule with the Officer In Charge, then a penalty as specified in clause 2. Will be levied to the contractor.

CLAUSE 8: RECOVERY OF COMPENSATION PAID TO WORKMEN:

In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act, 1923, the Institute is obliged to pay compensation to a workman employed by the contractor, in execution of the works, The Institute will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the Institute under Section 12, sub-section (2) of the said Act, The Institute shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by The Institute to the contractor whether under this contract or otherwise. The Institute shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to The Institute full security for all costs for which The Institute might become liable in consequence of contesting such claim.

CLAUSE 9 : ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS:

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the contract labour (Regulation and Abolition) Central Rules, 1971, The Institute is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act or under the rules framed by The Institute from time to time for the protection of health and sanitary arrangements for workers employed by The Institute of Atomic Energy contractors, The Institute will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the The Institute under Section 20, sub-section (2) and Section 21, sub-section (4) of the contract labour (Regulation and Abolition) Act, 1970, The Institute shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by The Institute to the contractor whether under this agreement or otherwise. The Institute shall not be bound to contest any claim made against it under Section 20, sub-section (1) and section 21, sub-section (4) of the said Act, except on the written request of the contractor and upon his giving to the The Institute full security

for all costs for which The Institute might become liable in contesting such claim.

CLAUSE 10: LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR:

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provision of the Child Labour (Prohibition & Regulation) Act-1998.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 11: NO LABOUR BELOW 18 YEARS:

No labour below the age of 18 (eighteen) years shall be employed on the work.

CLAUSE 12: SAFETY PROVISIONS FOR LABOUR & PENALTY ON DEFAULT :

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety measures and provisions as per safety code at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 500/- for each default and in addition, the Officer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 13 : PENALTY FOR NON COMPLIANCE OF LABOUR REGULATIONS :

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Institute a sum not exceeding Rs. 1500 /- for every default, breach or furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 3,000/- per day for each day of default subject to a maximum of 5% of the estimated cost of the work put to tender. The decision of the Officer-in-charge shall be final and binding on the parties.

Should it appear to the Officer-in-charge that the Contractor(s) is/are not properly observing and complying with the provisions of the Contractors Labour Regulations and Model rules and the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (R&A) Central Rules 1971 for the protection of health and sanitary arrangements for work people employed by the contractor(s) (hereinafter referred as "the said Rules") the Officer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the work-people as aforesaid, the Officer-in-charge shall have the power to provide the amenities here-in-before mentioned at the cost of the contractor(s).

The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Officer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standard, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Officer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 14: REMOVAL OF INCOMPETENT WORKERS:

The Officer-in-charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 15 : MINIMUM WAGES ACT TO BE COMPILED WITH :

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 16: WORK NOT TO BE SUB-LET / ACTION IN CASE OF INSOLVENCY:

The contract shall not be assigned or sub-let without the written approval of the Officer-in-charge, and if the contractor shall assign or sub-let his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of institute in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Officer-in-charge on behalf of the institute shall have power to adopt any of the courses specified in Clause 3 hereof in the interest of the institute and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 17: CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED:

Where the contractor is a partnership firm, the previous approval in writing of the Officer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor.

CLAUSE 18: WORKS TO BE UNDER DIRECTION OF E M INCHARGE :

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Officer-in-charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 19: SETTLEMENT OF DISPUTES & ARBITRATION:

Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the sole Arbitrator who would be The Director, Indian Institute of Geomagnetism and the award/decision given by him shall be final and binding on both the parties.

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the scope of work, terms and conditions, rules and directions, specifications, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned here-in after.

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, scope of work, record or decision given in writing by the Officer-in-charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Officer-in-charge in writing for written instruction or decision. Thereupon, the Officer-in-charge shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Officer-in-charge fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Officer-in-charge, the contractor may, within 15 days of the receipt of Officer-in-charge's decision, appeal to the Director, who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Director for appointment of arbitrator, failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director in respect of the contracts entered into by any sub-ordinate authority under him. However if the contract is entered into by the Director the arbitrator shall be appointed by the Institute. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along-with the notice for appointment of arbitrator and giving reference to the rejection by the Director the appeal.

It is also a term of this contract that no person other than a person appointed by such Director as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation

from the Officer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Institute shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 20: WITH HOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Officer-in-charge of the Institute shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Officer-in-charge or the Institute shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Officer-in-charge or the Institute shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Officer-in-charge or the Institute or any contracting person through the Officer-in-charge pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Officer-in-charge or the Institute will be kept withheld or retained as such by the Officer-in-charge or the Institute till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be, and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Officer-in-charge or the Institute shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

ii) The Institute shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Institute to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by The Institute to the contractor; without any interest thereon whatsoever.

Provided that the Institute shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Officer-in-charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Officer-in-charge.

CLAUSE 21: LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS:

Any sum of money due and payable to contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Officer-in-charge or the Institute or any other contracting person or persons through Officer-in-charge against any claim of the Officer-in-charge or the Institute or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Officer-in-charge or the Institute or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Officer-in-charge or the Institute will be kept withheld or retained as such by the Officer-in-charge or the Institute or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 22: Levy / Taxes payable by Contractor:

GST or any other tax on materials / Services in respect of this contract shall be payable by the contractor and shall submit proof for GST returns to the Institute each month. The same will be reimbursed to the contractor if it is found that GST is genuinely paid by the agency to the Govt.

The contractor shall deposit royalty and obtain necessary permit as required for supply of the soil, cow dung slurry / manure etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Institute and does not any time become payable by the contractor to the State government, local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Institute and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor

CLAUSE 23: CONDITIONS FOR REIMBURSEMENT OF LEVY / TAXES IF LEVIED AFTER RECEIPT OF TENDERS:

If any further tax or levy is imposed by Statute, after the last date of the receipt of tender and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the E M In charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Institute and / or the Officer-in-charge and further shall furnish such other information / document as the Officer-in-charge may require from time to time.

The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (46th Amendment) Act 1982, give a written notice thereof to the Officer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 24: TERMINATION OF CONTRACT IN CASE OF DEATH:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Officer-in-charge on behalf of the President shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 25 : IF RELATIVE WORKING IN THE INSTITUTE, THEN THE CONTRACTOR NOT ALLOWED TO TENDER:

The contractor shall not be permitted to tender for works in the institute(responsible for award and execution of contracts) in which his near relative is posted as AAO / AO / EO / T.O. or as an officer in any capacity in the grade TO - I & above. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the institute. Any breach of this condition by the contractor would render him liable to be barred to tender in the Institute.

NOTE : By the term 'near relative' is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 26 : NO OFFICER ALLOWED TO WORK AS A CONTRACTOR WITHIN ONE YEAR OF RETIREMENT:

No officer employed in engineering or administrative duties in an engineering department of the Institute shall work as a contractor or employee of a contractor for a period of one year after his retirement from the Institute service without the previous permission of The Institute of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Institute of India as aforesaid, before submission of the tender or engagement in the contractor's service, as

the case may be.

CLAUSE 27 : SECURITY REGULATIONS:

The contractors have to follow strictly the regulations of the Institute at the work site regarding entry of personnel, material etc. and any other regulation that might be enforced from time to time. All materials and articles brought by the contractor to the work site shall have to be declared at the security gate. Similarly no materials shall be taken out from the Institutional premises without proper gate pass, which will be issued by the Officer-in-charge to the contractor on written request. It is to be noted that loading of contractor's materials in vehicles and trucks shall be done in the presence of The Institute's personnel. The contractor's representative will have to escort the materials till the security check is over.

The contractors, suppliers, vendors, workers engaged in work/business will be issued with renewable entry permit to avoid unauthorized entry in the Institutional area/site on scrutiny of applications in prescribed form.

For working on Sundays, Holidays and late hours, even though permission will be accorded by the Officer-in-charge, the contractor will have to make application to the Security the Institute also and keep them informed well in advance.

The area where the proposed work is to be carried is residential / non-residential area under the control of Security authorities of the Institute, entry to the site of work shall be through the main gate only. The contractors shall follow strictly the security regulations of the Institute at site of work regarding entry of personnel, materials etc. and other regulations that might be enforced from time to time at the work site and also in the campus for smooth and efficient operation. The contractor, his agents, representatives, workmen etc. and his materials, carts, trucks or other means of transport etc. will be allowed to enter through and leave from such point of entry/exit at such times, the authorities in-charge of the area, at their sole discretion, may permit.

The contractor, his agents and representatives are required to be in possession of the individual identity / muster cards or passes. The muster cards or passes are examined by the security staff at the time entry / exit inside the Institutional area and also at any time or number of times within such area.

The contractor will have to apply for entry/muster permits of likely number of labour to be engaged during the week for the workers and authorize their representatives to collect the entry permits for labour from the Institute's Security Authorities.

It will be the responsibility of the contractor to maintain the list of laborers permitted to work inside the premises in a register and the representative of contractor's labour will have to issue entry pass to each labour after making necessary entry in the registers.

The contractor, his agents, representatives, workmen shall strictly observe the orders pertaining to prevailing fire precautions.

In addition to the above, other security regulations as may be imposed by the Security authorities / Officer-in-charge shall be complied with / observed by the contractor and his workmen, in addition to the above.

Any breach of above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the Institute on account of the observation of the Security regulations.

Clause 28: FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the Institute as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his opinion terminate the contract.

Clause – 29 Deviations/Variations Extent and Pricing

The Officer – in -Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Officer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority with recorded reason and in exceptional case, Director, IIG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action

Deviation, Extra Items and Pricing

In the case of Extra Item(s) being the schedule items (current CPWD Delhi Schedule of Rates items for electrical works), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

Deviation, deviated Quantities, Pricing

In the case of Substitute Item(s) being the schedule items (current CPWD, electrical Delhi

Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

In the case of contract items, which exceed the limits of 1.5 deviation , the contractor shall be paid rates at Agreement rate / Market rate whichever is lower.

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits 1.5 , Officer- in - Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

Signature of the Contractor

Signature of the Registrar

SEAL

FOR AND ON BEHALF
OF THE INSTITUTE

Form of Performance Guarantee/ Bank Guarantee Bond

In consideration of the Director, Indian Institute of Geomagnetism (hereinafter called "The Institute") having agreed under the terms and conditions of Letter of Intent / Agreement No..... dated..... made between

.....and (hereinafter called " the said Contractor{s}").for the work of (hereinafter called " the said Letter of Intent / Agreement") having agreed to production of a irrevocable bank Guarantee for Rs.....

..... (Rupees only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we(Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Institute an amount not exceeding Rs. (Rs.....only) on demand by the Institute.

2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

3. We, the said bank, further undertake to pay to the Institute any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Officer-in-charge on behalf of the Institute certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the Institute that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the

said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the

Institute against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Institute in writing.

8. This guarantee shall be valid up to, unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.

..... (Rupees
..... only) and
unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed Dated the day of for
.....(indicate the name
of bank)

(To be submitted on the letter-head of the firm during the submission of monthly bills.)

Annexure to Bill No.-----

Dated:-----

**To,
The Director,
Indian Institute of Geomagnetism
Near Kalamboli Highway,
New Panvel (W)
Navi Mumbai – 410 218**

Sub.: Certificate/Undertaking

Dear Sir,

This is to certify that,

The present claim is submitted for the first time for the month of -----

The amount is claimed for the first time & that there shall not be any claim for the same work in future.

The rates charged in the claim bill are the same as have been agreed to in the agreement of the contract under reference Work Order No.----- Dated-----.

The payment of wages to the employees deployed under the agreement, to carry out the services outsourced by IIG, has been made to the concerned employee as per the terms and conditions. The rate is not less than the prescribed charges made applicable by the State of Maharashtra Government of India (As per minimum wage Act) for which they have been deployed.

We hereby declare the EPF contribution of employee and employer has been deposited to the EPF Account No -----for amount of _____on _____
-for the month of --.

We hereby declare that the ESIC contribution of the employees has been deposited to the ESIC Account No.-----in-----vide challan No.-----for amount of -----
____on____for the month of_____.

Further, certified that the IIG shall not be held responsible for any of the liability if arrived and detected later, like that of wages paid, EPF, ESIC and other benefits of leave encashment, medic al etc., whereas our company will be held responsible.

Our company will be responsible for any dispute which might arise between the workmen and our company, IIG will not be held responsible.

We hereby undertake to reimburse to IIG any over-payment that may be during the settlement of bills under the said contract which may come to the notice in future.

We hereby declare that GST charged on total bill amount deposited and credited to Government account. IIG will not be responsible or liable for payment of GST in respect of such bill or services under reverse mechanism as GST Act.

For-----

Authorized Signatory.

(To be submitted on the letter head of the firm during the submission of monthly bills.)

Contractor Name:

Contact No.

Contract Period:

Bank Details for RTGS/NEFT:

Check List for the month of -----

Sr. No	Required Documents	Submitted
1	Attendance sheet (Signed by Office-In-Charge)	
2	Acquaintances (Salary Statement)	
3	NEFT/Bank Transfer?Cheque Statement	
4	EPF – Challan Copy	
5	EPF- ECR uploaded Copy	
6	ESIC – Challan Copy	
7	ESIC – ECR uploaded Copy	
8	Professional Tax Challan Copy	
9	GST Challan Copy	
10	MLWF – Challan Copy	
11	Certificate and Signature	
12	Form “XXI” – Register of Fines	
13	Register of incidence	
14	Labor License	

SOLVENCY CERTIFICATE

This is to certify that M/s. _____ is a firm of Proprietorship / Partnership / body corporate (give legal entity) duly registered under the provisions of Act (give the name of Statutory Act) for which we are the authorized bankers and having bank transactions for their business through us and have good reputation.

Based on their financial transactions, we certify that financial position of the above named organization is sound and the solvency to the extent of amount Rs. _____ may be admitted.

Signature of Manager

Name of the Bank with seal

Date :

AGREEMENT

This deed of agreement is made on this _____ day of _____ Two Thousand seventeen _____ between through its _____ having _____ its _____ registered _____ office _____ . which expression shall include its successors / assignees hereinafter called the supplier of the one part

And Indian Institute of Geomagnetism (IIG) , an autonomous Institute under Dept. of science and Technology, Govt. of India having its registered office at Navi Mumbai at sector-18, Kalamboil highway, Navi Mumbai -410218 represented by the Director, IIG on the second part.

WHEREAS, the second party published notice inviting tenders for **“Providing AMC for Operation and preventive maintenance of Electrical with manpower at IIG Panvel and Colaba Campuses”**.

AND whereas, the first party applied and offered its offer in response of the notice of invitation for tender and the offer whereas, found acceptable by the second party who has issued Letter of acceptance / Letter of Intent to the supplier on first part;

WHEREAS, the terms & conditions duly stipulated in the tender form under the Schedule of terms & conditions (general as well as special) have been found acceptable by the first party to abide by them and the second party has found the first party competent and capable supplier and letter of intent has been issued by the second party;

Now it is therefore, parties here un-to have agreed mutually to abide by the terms and conditions of the work order and now this deed WITNESSETH that:

1. The first party shall abide by the general terms and conditions as well as the special terms and conditions as have been stipulated in the tender for the supply and provide services of specified manpower to commence the work of maintenance as awarded with effect from the given date and time.
- 2 That the technical Bid containing technical specifications of the techniques to be used for maintaining the work schedule will be ensured by the first party and will be acceptable to the second party.
3. That the quantity variation in consumable items and non-consumable equipments / tools including short supply will not be acceptable by the second party unless otherwise specified and communicated by the second party to the first party within the authorized time of supply or the extended time as may be mutually agreed upon by the parties here to.
4. That the upward price variation will not be acceptable (except increase in statutory compliances viz. minimum wages, VDA, bonus etc.) to the second party whereas the first

party will be under the liability to revise the price downward if it happens due to reduction of taxes leviable by the Central / State Government.

5. The maintenance of the equipment / tools during currency period of the contract shall be the sole responsibility of the contractor. The alternative tools / equipments shall be provided by the contractor in case of failure of any of the tools / equipments required for maintaining the awarded jobs.

6. That the notice inviting tender, tender form, technical bid, commercial bid together with schedule of quantity and specifications including general terms and conditions and special terms & conditions schedule shall be construed as the part of this agreement.

7. That the mode of payment & currency for the supplies shall not be changed unless otherwise mutually agreed by the parties and if found permissible under the Law of the land.

8. That the first party shall be liable for the liquidated damages to be paid to the second party for the defaults on the part of the contractor for commissioning and maintenance is delayed and the second party will be free to recover such liquidated damages as may be determined in the terms of the work order conditions from the due amount of supplies or EMD or Performance Deposits / Guarantee including Bank Guarantee.

9. That the first party / contractor shall be responsible to provide alternate manpower in case of any the workmen or group of workmen remain absent from the work on account of one reason or the other or refuse to execute the work or adopt delay tactics by one way or the other or any other unforeseen circumstances occurred or created on account of actions of the personnel of the contractor deployed at IIG. Failure of the contractor shall render him liable for all consequences as may be occurred to save life of patients in the hospital and recover the manpower cost together with damages as may be occurred on actual basis.

IN WITNESS whereof, the first party - contractor and through its authorized representative has hereinto set his hands and authorized representative for and on behalf of the second party has hereinto set his hands, executed and signed this deed in presence of.

First Party

Second Party

Witness : 1. _____

Witness : 1. _____

2. _____

2. _____

ACCEPTANCE

I have read the General and Special Terms and Conditions of the contract given above. I agree to abide by them.

Signature of the Contractor and seal

Name of authorized person

Name of the firm

Date:

Address for correspondence

LETTER OF AUTHORIZATION

I, Mr. _____ Chairman / Managing Director / President / Vice-President / General Manager hereby certify and declare that M/s. _____ having its registered office at _____ is an organization dealing for providing services of manpower which is meant for scientific use for research / diagnostic / treatment and having business operations in India.

It is also certified that our representation and operations in India is done & executed by M/s. _____ which is a organization constituted under the provisions of _____ and having their registered office at _____ who has been fully authorized by us to act as our representative in whole or part of India to deal, undertake, participate in the business proceedings, quote rate for supply, installation, testing and commissioning, after sales services of our products / equipments and their spare parts together with consumables and procure purchase orders to pass to us on such rates and conditions as may be negotiated by them for and on behalf of us.

The Indian agent M/s. _____ has also been authorized to provide after sales services, supply spare parts and consumables on the authorized rates as indicated in the price list of the company for the period of the currency of warranty and annual maintenance contract thereafter for a period of 5 years. They have also been authorized to negotiate the rate for allowing special discount to the research institutes of India.

Signature

Name of authorized person for bidder with seal

Date :

(To be submitted on the letter head of the firm)

DECLARATION

- a) It is certified that the information furnished above is correct.
- b) We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. Disagreement and solution proposed has been listed in a separate sheet and being attached with this Bid. A copy of the Tender Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.
- c) We understand that the decision of the **IIG** to accept / reject "the points of disagreements and proposed solution provided by us" would be final and binding.
- d) The signatory to this bid is authorized to sign such bids on behalf of the organization.
- e) It is certified that our firm has not been terminated/blacklisted by any other
- f) We also agree that IIG can cancel the tender at any time without signing any reason.

Signature of the Contractor:

Name :

Date:

Registration No.:

Place :

Full Address:

Performa for Earnest Money Deposit Declaration

Whereas, I/we (name of agency) have submitted bids for
.....(name of work)

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1. If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.

OR

2. It, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents.

I/we shall be suspended for one year and shall not be eligible to bid for IIG tenders from date of issue of suspension order.

Signature of the contractor(s)