

 **SECTION – A**

**TWO-PART TENDER**

**Invitation to Tender and Tender Conditions**

1. **Introduction:**

Institute for Plasma Research (IPR) is an aided institute of the Department of Atomic Energy (DAE), Government of India engaged in theoretical and experimental studies in plasma science including basic plasma physics, magnetically confined hot plasmas and plasma technologies for industrial applications.

1. **Invitation of tender:**

Institute for Plasma Research (IPR) invites online tenders for providing casual labourers for casual and contingent nature of work on annual rate contract basis at IPR Campus, Bhat, Gandhinagar, FCIPT Campus and IPR Extension Laboratory at GIDC Electronic Estate, Gandhinagar and ITER-India at Koteshwar, Ahmedabad as per the details mentioned in this tender document. If you are in a position to quote for the said services in accordance with the scope and conditions stipulated in this tender document, please upload your offer in a manner and method specified below:

1. **MANNER AND METHOD FOR SUBMISSION OF TENDERS:**
	1. All tenders in response to this invitation shall be submitted through online mode only. Tender submitted by **fax/cable or any mode other than online will NOT be considered at all** and all such tenders will be rejected without any notice to the tenderer.
		1. **Part-I (Techno-commercial):** This part of the tender shall include/contain documents related to eligibility criteria, scope of work and also the commercial terms and conditions of contract for the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**

 **Proof for fulfillment of eligibility criteria mentioned in Annexure-B should be uploaded along with the tender. If the tender is submitted without proof of eligibility criteria, the offer may be rejected.**

* + 1. **Part-II (Price-bid):** This part should contain only the prices and should be furnished in accordance with the format provided in Section “C” of this tender document.
		2. If tenderer includes prices of any nature in Part-I (Techno-commercial) of the tender, such offers are liable for rejection without any notice to the tenderer.
1. **Eligible Bidders:**
	* 1. This Invitation of Bids is open to all bidders who meet the **Eligibility criteria** mentioned in **Annexure-B** of the tender documents.
		2. The Bidders shall bear all costs associated with the preparation and submission of their bids and IPR will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
2. **Pre-bid Clarifications:**
	* 1. **The applicant can seek clarifications (pre-bid) regarding the tender document up to 27/02/2019 (16:00 Hrs.) by uploading their queries on website** [**www.tenderwizard.com/DAE**](http://)**. The clarifications will be uploaded on the same web portal** [**www.tenderwizard.com/DAE**](http://) **by 28/ 02 /2019 (17:30 Hrs.)**
		2. **Pre-Bid Meeting:**

**The bidders are requested to visit the site on 26.02.2019 at 11.00 A.M for a Pre-Bid Meeting at IPR Campus.**

The following may be contacted for coordinating the site visit.

1. Shri.M.H.Vartak,AAO; Mail [Id-vartak@ipr.res.in](http://); Contact No: (079) 23962016
2. Shri.NiranjanVaishnaw, CAO Mail [Id- cao@ipr.res.in](http://); Contact No(079)23962222

**It may please be noted that any clarifications required in this tender either technical or otherwise shall be clarified before submission of bid. Bidder shall not have any right to revise their price bid after the due date & time of submission of bids.**

* + 1. Bids shall be complete in all respects and shall include properly filled in prices and other details as necessary.
1. **EARNEST MONEY DEPOSIT (EMD):**
	1. The Tenderer shall submit, as part of their bid, interest free Earnest Money Deposit (EMD) for an amount as specified in the Tender Notice. EMD shall be submitted by way of Demand Draft from **SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank)** issued in favour of ***"Institute for Plasma Research***" and payable at **Ahmedabad**. **Tender received without EMD will be rejected at the discretion of IPR.**

**(*Copy of Demand Draft to be uploaded with the quotation, Original DD should be sent to IPR on or before the specified closing date and time*)**

 **6.2 EMD Exemption**: Micro & Small Enterprises (MSEs), NSIC having valid registration from appropriate govt. authorities (under relevant category of the present tender) shall be exempt from payment of EMD according to government policy.

* 1. The EMD of unsuccessful Tenderer will be discharged/refunded after finalizing award of the Contract.
	2. The successful Tenderer’s EMD shall be discharged/refunded upon the Bidder submitting the Security Deposit as specified in the contract, without any interest.
	3. **Forfeiture of EMD:**
		1. The EMD may be forfeited if a Tenderer withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
		2. In case of the successful tenderer, if the tenderer fails to furnish order acceptance within 15 days of the order or fails to submit the Security Deposit within 10 days from the date of award of letter of intent/contract.
1. **LATE/DELAYED TENDERS:**

Uploading of the offer document after the due date and time shall not be permitted. Time being displayed on e-Tendering portal shall be final and binding on the bidder.

1. **OPENING OF TENDERS:**
	1. Unless otherwise rescheduled with advance intimation to the tenderers, tender will be opened in two stages on the date and time indicated on e-Tendering portal.
	2. Part-I (Techno-commercial) of the tender will be opened at the first stage on the date and time indicated for opening on the e-Tendering portal while the Part-II (Price) will be opened at the second stage after completion of the evaluation of the Techno-Commercial Part (Part-I) of the tender.
	3. While all the tenderers who uploaded tenders within the due date and time will be permitted to participate in the opening of Part-I (Techno-Commercial) of the tender on the date and time indicated on e-Tendering portal, opening of the Part-II (Price) of the tender can be attended to only by those tenderers whose Part-I (Techno-Commercial) of the tender are found to be technically suitable/ acceptable to IPR.
	4. The tenderers whose Techno-commercial part (Part-I) are found suitable/acceptable to IPR, will be given advance intimation to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price) of the tender. The technically unqualified tenderers will neither be given any intimation about the date and time of opening of Part-II (Price) of the tender nor will they be permitted to participate in the opening of the same. **Part-II (Price) of the technically disqualified tenderers will not be opened.**
2. **AUTHORITY LETTER:**
	1. The tenderers who wish to participate in the opening of the tenders may depute their representatives to IPR on the respective date and time as indicated in the tender notice with an authority letter addressed to the Chief Administrative Officer, IPR, which should be produced to the officers who are opening the tenders, on demand to prove the bonafides of the representative who participates in the opening of the tender. In case the representative of the tenderer fails to produce such an authority letter on behalf of the tenderer, he/she may be debarred from participating in the opening of the tenders.
	2. The tenderers representative, who reaches the venue of the tender opening late, i.e., after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only one representative of each tenderer will be permitted to participate in the tender opening.
3. **TECHNICAL CLARIFICATIONS:**

After opening of Part-I (Techno-commercial) of the tender, if it becomes necessary for IPR to seek clarifications from the tenderers, the same will be sought for from the tenderers.

1. **DATE FOR OPENING OF PART-II (PRICE):**

After completion of technical evaluation, Part-II (Price) of only technically qualified tenderers shall be opened. The date and time of opening of Part-II (Price) shall be intimated only to the technically qualified tenderers. Tenderers, whose Part-I offers have been found suitable will only be permitted to participate in the opening of the Part-II (Price) of the tender.

1. **HOLIDAYS:**

If the date specified for opening of the tenders is declared as holiday by the competent authority due to any reasons, then the date for opening of tenders will get postponed automatically to the next working day.

1. **VALIDITY OF OFFERS:**

Offers shall be kept valid for acceptance for a period of 120 (One hundred twenty) days from the date of opening of Part-I of the tender. Offers with shorter validity period will be liable for rejection.

1. **PAST PERFORMANCE:**

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfilment of terms and conditions of the contract, their offer is liable to be rejected by IPR.

1. **ACCEPTANCE OF TENDER:**

The acceptance of offer shall be communicated to the successful bidder through a letter of intent.

1. **EXECUTION OF AGREEMENT:**

The tenderer(s) whose tender(s) is/are accepted shall be required to be present at the office of the Chief Administrative Officer of the Institute in person or if a firm or company by their authorized representative to execute an agreement on non-judicial stamp paper of Rs. 100/- for satisfactory completion of the job incorporating the conditions mentioned in the tender document and conditions if any subsequently agreed/modified, within 15 days from the date of issue of letter of intent. Failure to do so shall constitute a breach of contract effected by the acceptance of the letter of intent, in which case the EMD shall be forfeited.

1. **TERMINATION OF CONTRACT:**

The contract shall stand terminated:

1. Unsatisfactory performance during the three month’s trial period or extended trial period.
2. On expiry of the contract period, if not extended further.
3. In case of unsatisfactory performance or for any other reason, the contract can be terminated at any time during the tenure of the contract at the sole discretion of IPR authorities by giving one month’s notice to the contractor.
4. The contract shall stand terminated in event of filing any legal petition against IPR by the CONTRACTOR or any of his employees with regard to labour laws/rules or in case of any agitation/strike initiated by the CONTRACTOR’s employees.
5. In case, the CONTRACTOR wants to discontinue the contract, he will have to give 3 (three) months advance notice to IPR in writing narrating the reason.
6. If the CONTRACTOR suspends the services without any notice to IPR, the whole amount of security deposit shall be forfeited in addition to the loss incurred in making alternate arrangements during the shortfall in the notice period shall be recovered from him.

**18. SUB-CONTRACT:**

That the CONTRACTOR shall not assign or sublet contract or any part thereof. If he assigns or grants sub-contract to any person, the contract may be liable for termination.

**19. SECURITY DEPOSIT:**

* 1. The successful contractor shall deposit with IPR 10% of estimated amount viz. Rs.13,35,000.00 as security deposit within 10 days from the date of issue of letter of intent in the form of **demand draft/pay order/bank guarantee from SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank)** issued in favour of ***"Institute for Plasma Research***" and payable at **Ahmedabad** and no interest shall be paid thereon. The security deposit shall be refunded to the contractor after 3 months from the date of expiry of the contract after making adjustments of any dues to be recovered from the contractor.
	2. The whole amount of the Security Deposit will be liable to forfeiture in case of breach of any of the terms agreed upon by the contractor. The security deposit shall also be liable to appropriation against dues payable to IPR under the agreement or damage or expenses that may be sustained by IPR as a result of negligence or such acts and omissions on the part of the contractor or the persons deployed by him at IPR.

In the event of such adjustment of security deposit fully or partly, the contractor shall immediately make good the amount so appropriated from the security deposit in the form of demand draft failing which it shall be adjusted from the amount payable to the contractor.

* 1. The Security Deposit shall be held by IPR as security for the due performance of the contractor’s obligations under the Contract, PROVIDED that nothing herein stated shall make it incumbent upon IPR to utilize the Security Deposit in preference to any other remedy which IPR may have, nor shall be construed as confining the claims of IPR against the contractor to the quantum of the Security Deposit.
1. **PERMIT AND LICENCES:**

The contractor shall secure and pay for labour licenses and permit at his end which he may be required to comply with all laws and amendments, ordinances and regulations of the public authorities in connection with the performance of his obligations under the contract. The contractor shall be responsible for all damages and shall indemnify and keep IPR harmless against all claims for damages and liability which may arise out of the failure of the contractor to secure and pay for any such licenses and permits or to comply fully which any and all applicable laws ordinances and regulations.

1. **PAYMENT:**
	1. The contractor shall submit bills to the concerned officers at the various locations, in duplicate every month along with required certificates/challans/documents as prescribed in clause 25 before 5th of following month for the work done in the preceding month. The payment shall be released by IPR within 30 days from the date of its receipt after verification and certification of the bills. IPR reserves its right to recover any amount, due to IPR for whatsoever reason, from the bills submitted by the contractor. IPR reserves the right to recover any amount due from the contractor from the security deposit. No Claim for interest shall be entertained by IPR in respect of any payments or deposits which may be held with IPR, or in respect to any delay on the part of IPR in making monthly payments or otherwise.
	2. The contractor has to submit the proof along with his claim (from 2nd month onwards) for the following:
2. Wages disbursed to his employees in previous month.
3. Provident fund remittance and ESI/WCA remittance (if applicable).
	1. **Bank Charges:** All bank charges to be borne by the Contractor/Supplier.
4. **INCOME TAX & OTHER DEDUCTION :**

Income tax and any other statutory deductions shall be made from the monthly bill/bills as per the provisions. Necessary income tax certificate will be issued to the CONTRACTOR after depositing the amount to the Income Tax Dept.

1. **PAYMENT OF TAX :**

The GST as applicable, for providing casual labours, shall be paid to the contractor, separately on submission of necessary proof along with monthly bill(s).

1. **WAIVER :**

No failure or delay by IPR in enforcing any right to remedy of IPR in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by IPR and notwithstanding such failure or delay, IPR shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

1. **STATUTORY REQUIREMENT:**
	1. The contractor shall be fully and exclusively liable for payment of Govt. taxes, levies, duties, comprehensive insurance, Goods & Services Tax (GST) and any other fees / taxes payable from time to time during the pendency of the contract. The contractor shall produce the above referred documents for verification to the IPR authorities.
	2. The contractor shall have to pay the applicable minimum wages as prescribed by the Central Government from time to time to all his labourers. The CONTRACTOR shall be responsible for fulfilling the requirements of all the statutory provisions of Contract Labour (Regulation & Abolition) Act, Employees Provident Fund Act, Payment of Wages Act, Minimum Wages Act, Bonus Act, Gratuity Act, ESIC, Workmen’s Compensation Act and all other acts and enactments connected in providing casual labourers at our premises, at his own risk and cost, in respect of all staff employed by him. If due to any reason whatsoever, the IPR is made liable, it shall be payable by the CONTRACTOR and all such liabilities shall be recovered by IPR from any dues payable by the IPR to the CONTRACTOR and / or from the Security Deposit of the CONTRACTOR and available properties and sources of the CONTRACTOR through process of law.
	3. The CONTRACTOR shall maintain various registers as per the Contract Labour (R & A) Act and other applicable acts and shall produce the same for inspection as and when required.
	4. The CONTRACTOR shall strictly comply with the provisions of Employees Provident Fund Act and ensure proper registration of all their employees with RPFC before commencing. The CONTRACTOR shall deposit employees and employers contributions to RPFC every month and a copy of the Challan should be submitted for verification along with the monthly bill.
	5. The CONTRACTOR shall obtain the Insurance policy in respect of the staff engaged by him for the job. The CONTRACTOR shall indemnify IPR under the Workmen’s Compensation Act, 1923 and its amendment of all liabilities like death / disablement of the staff. The CONTRACTOR shall be permitted to start the job only after obtaining adequate insurance coverage from the authorised insurance companies.
	6. The decision of IPR, as to whether the CONTRACTOR has adhered to the above obligations or as to whether the CONTRACTOR has committed any breach of the terms and conditions, will be final and binding on the CONTRACTOR.
2. **SECURITY REQUIREMENTS:**

On commencement of the contract, the CONTRACTOR shall provide the name & bio-data of the staff Supervisor/Manager along with their contact numbers. The contractor will be required to get the police verification done of their staff and submit a copy of the same to the Institute. The Contractor will issue identity card to his employee for identification. The staff engaged by the contractor and the Contractor himself will be required to observe all security related rules and regulations. Proper entry of the staff as well as the items brought inside will be required to be made and the staff will be subject to thorough checking while going in or out of the premises.

The tender if awarded, the contractor will have to provide the necessary manpower after getting the police verification done for the individuals.

1. **LAW GOVERNING THE CONTRACT:**

This Contract shall be governed by the laws of India from time to time.

1. **JURISDICTION:**

The Courts within the local limits (i.e. Gandhinagar) of whose jurisdiction where this contract is signed shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter out of this Contract.

1. **SETTLEMENT OF DISPUTES:**
	1. IPR and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	2. If the parties have failed to resolve their dispute or differences by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or differences in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
2. **ARBITRATION:**

In the event of any dispute or differences arising out of in connection with any of the terms and conditions of the Contract, the matter shall be referred to the Director, IPR for settlement. In case the parties to the contract are not in a position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitration & Reconciliation Act, 1996 & Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time.

1. **GENERAL TERMS & CONDITIONS:**
2. The providing of the casual labourers services will be completely administered by the contractor with the help of his supervisor and workers. All persons deployed by the contractor will be under the control of himself or his supervisor for all intents and purposes. No master and servant relationship will exist between IPR and the persons or supervisors deployed by the contractor.
3. If the contractor fails to provide the required labour or complete the work of any portion thereof as agreed upon, IPR shall have the right to get the work done by engaging another agency at the complete risk and cost of contractor.
4. If the contractor fails to deploy required number of persons deemed necessary by IPR, proportionate amount will be deducted from the bill for the corresponding period in addition to the penalty as deemed fit.
5. The contractor shall deploy only adult persons for this work. He shall also engage a Supervisor to supervise the work of all locations. In addition the contractor shall make frequent personal visits to all the sites of work and shall satisfy himself about the quality of work. He shall also visit IPR, Bhat, Gandhinagar, FCIPT & IPR Extension Lab. at GIDC Estate, Gandhinagar and ITER India at Koteshwar at regular intervals and whenever he is called upon to do so by IPR.
6. If the contractor fails to comply with any of the clause(s) / direction(s) given to him, IPR shall have the exclusive right to terminate the contract forthwith. In such case, the contractor shall be liable to make
7. good such loss or damage that IPR may incur or sustain on this account in which case security deposit of the contractor shall be forfeited.
8. The work will be carried out as instructed from time to time.
9. The contractor shall ensure that all the persons deployed by him are free from all communicable, contagious infectious and other diseases and the contractor shall have them medically examined in case of any illness at his own cost. IPR also reserves the right to direct the contractor to get his persons medically examined by a physician approved by IPR at the sole expense of the contractor. If in the opinion of the IPR any person deployed by the contractor is found to be suffering from any such communicable diseases or if any of the persons of the contractor is found to commit any misconduct or misbehaviors, IPR, in its sole discretion may restrain such person from entering the IPR premises.
10. The contractor will make his own arrangements for accommodation, transport, canteen and any other facilities for his staff. None of the persons of the contractor shall stay inside the IPR campus after completion of the day’s job.
11. In case the work is not found satisfactory, then IPR reserves the right to terminate the contract within three months of the commencement of the contract and award work to the second listed party.
12. The contractor shall arrange the persons for the contract work at his risk and cost.
13. The contractor shall be responsible for the persons deployed by him at IPR observing all the security and safety rules from time to time. In case IPR suffers any loss etc. of whatever nature on account of deployed persons not following the security/safety regulations/instructions, the contractor shall be liable to make good all such losses as may be the right to recover all such losses etc. from the security deposit and/or dues payable by IPR to the contractor besides other remedies open to IPR.
14. It will be the sole responsibility of the contractor to insure his persons for insurance cover and submit the proof to IPR.
15. The contractor will depute the manpower with due antecedent verification.
16. The contractor shall indemnify IPR for all appointment of labour under him and that they shall have no claim of permanent job at IPR.
17. The contractor shall fulfill all statuary obligations/liabilities, shall maintain the necessary records under the labour laws applicable to his category, and submit the proof of the same as and when asked for by the IPR.
18. The contractor shall furnish an undertaking that he or his employees shall not indulge in any other activities other than the ones assigned to them.
19. The contractor shall not be permitted to assign or give a sub-contract of the work awarded to him for any reason whatsoever.
20. The Contractor shall maintain a fully equipped medical First Aid box, which should be easily available to the persons, deployed by him.
21. Contractor will have to obtain a valid Labour License within one month from the date of commencement of the contract and submit a copy of the same to IPR immediately on receipt.
22. Contractor will have to get police verification certificate for all the manpower deployed by him to work at our premises, from the date of commencement of the contract and submit a copy of the same to IPR immediately on its receipt.
23. The requirement of labour may be on all working days and even on Saturdays/Sundays and Holidays as requested.
24. The rates quoted in his tender shall remain firm and fixed during the tenure of the contract with IPR and no further revision of charge will be allowed except as provided in clause 10 [b) under Section (B) of scope of work.
25. The estimated cost, earnest money deposit and security deposit are estimated on deployment of approximately 25 nos. of labourers at IPR campus & ITER India and 5 nos. of labourers at FCIPT & IPR extension lab in Gandhinagar. However, estimation shall not form any basis or relevance to the actual no. of labourers to be supplied, which may vary depending up the need & nature of works and there is no assurance of minimum no. of labourers to be supplied. The contractor shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the fulfillment of the contract in full but he did not derive in consequence of the full contract having not been carried out, nor shall he have any claim for compensation by the reason of any alterations having been made in the original contract.
26. Income tax if applicable to be deducted at source will be recovered as per relevant rules and necessary certificate will be given by IPR.
27. The rates quoted by the contractor should include the amount of all taxes except the GST if applicable and he should have valid GST Registration, a copy of which will be submitted along with the quotation. He will be required to produce the proof of GST paid in the preceding month along with each monthly bill.
28. The IPR reserves the right to enter into parallel contracts with any other party during the currency of the contract including splitting of the contract to the advantage of the IPR.
29. The contractor and the person deployed by him at IPR shall abide by all rules and procedures of the IPR, including the security regulations. They shall also be subject to examination / checking by the security agencies on entry / exit or at any time if necessary.

**…….**

**SECTION ‘B’**

**(Scope of Work)**

**Providing casual labours on need basis for IPR campus, Bhat, Gandhinagar, FCIPT campus, IPR Extension Lab. at GIDC Electronic Estate, Gandhinagar and ITER-India at Koteshwar, Ahmedabad**

1. **SCOPE :**

The scope of work is to provide and supply labourers on casual / need basis, who will be assigned work of casual nature at any of its above mentioned premises on rate contract basis on all working days (between 9.00 am and 5.30 pm). The requirement of such labour varies depending on work. Adequate supervision on the labourers and work is a must.

**[2] PERIOD OF CONTRACT:**

The contract will be for a period of two years from the date of award of the contract and will have an initial trial period of three months. The tentative date of award of the contract is **1st May 2019**. The performance will be evaluated during the trial period of the contract. At the sole discretion of IPR, the trial period may be extended for a further period of three months or more. IPR reserves the exclusive right to terminate the contract without notice, during the trial period/extended trial period without assigning any reason whatsoever.

**[3]**  In case of failure on the part of the contractor to complete the work as per the scope of work defined, and/or failure to fulfill any of the terms and conditions of the agreement, the Security Deposit of the contractor shall be forfeited and remaining unexecuted work shall be got done through another contractor at the risk and cost of the contractor. All related cost incurred by IPR on this account shall be recovered from the dues payable under the agreement/tender document or any other dues of the contractor.

**[4] GENERAL RESPONSIBILITIES OF THE CONTRACTOR :**

4.1 The contractor shall obtain necessary license and maintain necessary registers as required under statutory regulations.

4.2 The CONTRACTOR shall visit IPR whenever he is called upon to do so by the authorized officials of IPR.

4.3 None of the persons deployed by the contractor shall be allowed to be in the premises during night-time or to use it for the residential purpose without the prior approval of IPR authorities.

4.4 All articles which are to be taken out or brought inside the premises shall be liable for security checks, through gate pass system or any other system in force from time to time which shall have to be complied with.

4.5 The contractor shall not use the premises for any other activities except the purpose for which it has been provided.

4.6 The contractor shall have to make his own transport arrangement for his staff and material.

**[5] NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK :**

If at any time from the commencement of the contract, the IPR for any reason whatsoever does not require the whole or part of the services as specified in the contract, IPR Authorities shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the fulfillment of the contract in full but he did not derive in consequence of the full contract having not been carried out, nor shall he have any claim for compensation by the reason of any alterations having been made in the original contract.

**[6] PENALTY IN CASE OF FAILURES OF CONTRACTOR :**

In case the labourers are not provided as required or work is not done by labourers as assigned, to the complete satisfaction of IPR or if the contractor fails to comply with any of the terms and conditions of the contract, IPR has the right to impose a penalty up to Rs. 500/- per day, per lapse, depending upon the gravity of problem for respective campus.

[7] INSPECTION & SAFETY:

1. The CONTRACTOR will visit all the premises before quoting and acquaint himself of the facilities available. If the CONTRACTOR quotes without acquainting himself of the facilities available at each of these premises, it will be deemed that he has visited and knows about the same. Under no circumstance can he plead his ignorance about the premises.
2. The CONTRACTOR will ensure the safety of the persons deployed by him at all locations.

**[8] INDEMNITY:**

The CONTRACTOR will indemnify IPR from all claims including theft claims, suits, inability & procedure which may be identified/initiated by the employees engaged by the CONTRACTOR and shall keep IPR harmless from all such rules, procedure liabilities. The CONTRACTOR shall also indemnify IPR from all or any legal implication or consequences that may arise out of labour laws/rules**/**accidental claims and any consequence that may arise out of misconduct of any of his personnel. The decision of the Director, IPR in this regard shall be final and binding.

**[9] GENERAL:**

If at any stage during the currency of contract, in any case involving moral turpitude, the CONTRACTOR or their employees is/are convicted, the IPR reserves the exclusive and special right to terminate the Contract and in such event the CONTRACTOR shall not be entitled to any compensation from IPR.

**[10] RATE:**

 [a] The contractor shall quote the rates in Annexure-C1 & C2, for providing casual labour for casual and contingent nature of work. The rates agreed upon shall remain fixed during the tenure of the contract and no request for mid-term revision of rates for any reason shall be entertained. GST as applicable shall be paid extra on submission of documentary evidence along with monthly bill(s).

 [b] The rates may be revised on completion of first year, if the contractor requests for revision, when there is an increase of more than 10% in the applicable minimum wages. The difference percentage of above 10% increase may be allowed to the contractor making due changes in the rates as per the rate schedules. The Institute might at its sole discretion allow the increase based on price index and the minimum wages as applicable.

[c] The rates quoted by the CONTRACTOR shall be deemed to include all expenses whatsoever that the CONTRACTOR may be required to incur for providing the services. The rates quoted will include the prevailing minimum wages as prescribed from time to time by the Commissioner of Labour (Central), PF, ESI/Insurance (WCA), Bonus, Leave Salary and all such statutory payments. Contractors are advised to quote considering the future changes in the statutory obligations. The rates quoted should also include the supervision, over heads & the profit of the CONTRACTOR

[d] Under no circumstances, during execution of the CONTRACT or upon it’s termination, the CONTRACTOR shall be entitled to claim any indirect costs/ damages including loss of profit or claim towards idle manpower and it is an express term of the contract that the CONTRACTOR has waived it’s rights, if any, to that effect.

 **(11) EVALUATION CRITERIA:**

The price-bids of technically qualified parties shall be opened as per the date & time, which shall be notified separately. The selection of lowest (L1) party shall be decided based on the addition of the rates quoted by the bidder per labour/ day in Annexure-C1 & C2 of price-bid.

**ANNEXURE - D**

**LIST OF CURRENT CLIENTS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Name, Address, Contact Person &****Phone no. of Clients** | **Date of Starting of the Contract** | **Total no of Casual Labours Supplied** | **Period of contract** |
|  |  |  |  |  |

#### UNDERTAKING

##### **I hereby undertake that the information provided above and elsewhere in the tender is true and the tender is liable to rejection if the same is found to be false**

##### **or the information is found to be suppressed by me.**

**Date : (Signature & Seal of the bidder)**

**ANNEXURE - E**

**LIST OF PAST CLIENTS:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Name, Address, Contact Person****& Phone no. of Clients** | **Period of contract** | **Total no of Casual Labours Supplied** | **Reason for discontinuance /termination, if any** |
|  |  |  |  |  |

#### UNDERTAKING

##### **I hereby undertake that the information provided above and elsewhere in the tender is true and the tender is liable to rejection if the same is found to be false or the information is found to be suppressed by me**

**Date: (Signature & Seal of the bidder)**

**ANNEXURE - F**

**Please furnish below the details of the cases against you/ your firm, if any, in any courts of India:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Case No.** | **In Court of** | **Case in brief** | **Status of Case** |
|  |  |  |  |  |

### UNDERTAKING

##### **I hereby undertake that the information provided above and elsewhere in the tender is true and the tender is liable to rejection if the same is found to be**

##### **false or the information is found to be suppressed by me.**

**Date: (Signature & Seal of the bidder)**