

TENDER DOCUMENT

FOR

Supply of Skilled and Semi-Skilled Manpower on Contract Basis

**BUREAU OF INDIAN STANDARDS,
Patna Branch Office Laboratory
PATLIPUTRA INDUSTRIAL ESTATE
PATNA 800013**

TEL: 0612-2262808/2271625

FAX: 0612-2275342

BUREAU OF INDIAN STANDARDS
(Patna Branch Office Laboratory)
Patliputra Industrial Estate,
Patna – 800013

TEL : 0612-2262808/2271625
FAX: 0612-2275342

Our Ref: PBOL/Pur/2013-14/8

Dated : 01 January 2014

TENDER NOTICE FOR SUPPLY OF SKILLED-SEMI-SKILLED PERSONNEL ON CONTRACT BASIS

BUREAU OF INDIAN STANDARDS, PATNA BRANCH OFFICE Laboratory (PBOL), PATLIPUTRA INDUSTRIAL ESTATE, PATNA, invites sealed tenders under two-bid system from reputed and experienced firms / agencies for SUPPLY OF SKILLED and SEMI-SKILLED Manpower on Contract basis. The bids should reach BIS, PBOL Patna, latest by 27th January 2014 upto 1500 hrs. The technical bids shall be opened on the same day i.e. 27th January 2014 at 16.00 hrs at BIS, Patna. After technical evaluation of bids, the financial bids of only those bidders who qualify in technical evaluation shall be opened. A check-list containing the requirements of Technical bid is given in Annexure-IV. The intimation of opening of financial bids will be given over phone to technically qualified bidders. Bidders are advised to write their current phone number in the technical bid. Criteria of selection and rejection of bids is given in Annexure V.

The tender document containing eligibility criteria, scope of work, terms and conditions and draft agreement can be downloaded from BIS website www.bis.org.in. The bid security i.e. Earnest Money Deposit (EMD) of Rs 8,000/- (Eight Thousand only) should be paid by Demand Draft/ Bankers Cheque in favour of BUREAU OF INDIAN STANDARDS, payable at Patna.

The bids shall remain valid for 90 days from the date of opening of Technical bid. Any clarification or corrigendum(s) shall be communicated through CPP and tender section on the BIS Website www.bis.org.in and Central Purchase Portal <http://eprocure.gov.in>

Note: This notice is a part of Tender Document

Sc. F & Head (PBOL)

APPLICATION LETTER (Specimen)

To

Scientist 'F' and Head
Patna Branch Office Laboratory
Bureau of Indian Standards
Patliputra Industrial Estate,
Patna 800013

Subject : Tender for SUPPLY OF SKILLED, SEMI-SKILLED
PERSONNEL ON CONTRACT BASIS

Dear Sir,

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

| Sl. No. | Description | Particulars |
|---------|--|-------------|
| 01. | Constitution & Nature of firm (State whether Sole Proprietor/Partnership firm/Limited company/Any other) | |
| 02. | Year of Establishment | |
| 03. | Registration Number under applicable act with a copy of registration certificate. | |
| 04. | Registered Postal Address (Attach Postal Verification Report) | |
| 05. | Contact Details: a) Telephone No. b) Fax No. c) Mobile No. d) Email | |
| 06. | Address(es) of Branch(es), if any | |
| 07. | Name and address(es) of Director(s), in case of Limited Company/ Name and address of Sole Proprietor, in case of proprietorship firm/Name and address(es) of Partners, in case of Partnership Firm | |
| 08. | a) Name of Banker & Branch with full address: b) Style of Account & Number c) IFSC Code of the Bank d) Name(s) of person(s) operating the account (enclose Banker's certificate) | |
| 09. | PF Code allotted by PF Commissioner of appropriate jurisdiction with Photo copy of certificate. | |

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by / on behalf of the Bureau of Indian Standards, Patna Branch Office, I/We

_____ the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to **undertake to supply of SKILLED, SEMI-SKILLED WORKERS strictly in** accordance with the Terms & Conditions as indicated in the said documents.

I/We also agree to submit the bill on Monthly basis and accept the payment to the workers as per the Minimum wages declared by the State Government of Bihar from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. Orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages Act. All other payment like payment under Workmen Compensation Act etc shall be borne and payable by me/us. I/We will always keep the Bureau indemnified of any claim damages that BIS, Patna Branch Office Laboratory might have to pay with respect to the service and the deputation of any workers to the BIS, PBOL, Patna.

BIS, PBOL, reserves the right to reject any or all the bids or accept them in part or to reject the lowest quotation without assigning any reason. The BIS, PBOL, further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs._____ in the form of Demand Draft drawn in favour of BUREAU OF INDIAN STANDARDS, payable at Patna, along with the Technical Bid which will remain with BIS, PBOL, upto final award of contract. No interest shall be payable on this Earnest Money. Earnest Money of successful bidder shall be adjusted against the Security Deposit.

Thanking You,

Yours faithfully,

Name _____
Signature _____
(Seal of firm)

Signed as Proprietor/Partner/Director who holds power of Attorney on behalf of firm

Name of Firm : _____
Address : _____

(Copy of the power of attorney to be submitted which will be compared with the original in case the tender is awarded.)

**BUREAU OF INDIAN STANDARDS,
PATNA BRANCH OFFICE & LABORATORY**

PATLIPUTRA INDUSTRIAL ESTATE
PATNA 800013
TEL : 0612-2262808/2271625
FAX: 0612-2275342
e-mail: pbol@bis.org.in

TENDER DOCUMENT

Envelope-1: TECHNICAL BID (in separate sealed cover-I-superscribed as Technical Bid)

Name of the work: SUPPLY OF SKILLED, SEMI-SKILLED WORKERS
ON CONTRACT BASIS IN BIS, PBOL, PATNA

Sub : TENDER FOR SUPPLY OF SKILLED, SEMI-SKILLED PERSONNEL
ON CONTRACT BASIS AT BIS, PATNA BRANCH OFFICE LABORATORY, PATNA

CONTENTS AND ELIGIBILITY CRITERIA

Technical Bid of Tender Document:

1. The Tenderer /Bidder shall have at least 03 year's experience for providing of workers in this fields and shall submit the self attested copies of the following documents along with the tender documents:

- a. PF Registration with PF Code Number
- b. ESI Registration
- c. Details of work of similar nature carried out in Central/State Government bodies/ Department/PSUs/Autonomous bodies/industries/factories/or other similar organization in the last 3 years ending on 31st March 2013.
- d. Proof showing at least two currently valid contracts in similar field.
- e. Copies of balance sheet and Profit & Loss Account of previous three financial years ending 31st March 2013 duly certified by CHARTERED ACCOUNTANTS
- f. List of Arbitration cases
- g. Copies of certificates/allotment letter of Service Tax and PAN Number
- h. Details of managerial supervisory and other staff
- i. Undertaking of the firm confirming the availability of the adequate manpower of requisite qualification and experience for deployment at BIS, PBOL, Patna.
- j. Copy of last 03 years income tax return
- k. Other documents as mentioned in check-list (Annexure-IV)

2. Certificates provided for the works detailed in 1(d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed in order to confirm conformity to the defined similar work.

3. Approximate number of SKILLED, SEMI-SKILLED WORKER is given in Annex-I. The actual number may vary as per the requirement of the BIS, PBOL, Patna.

4. Tenderer/bidder shall submit details of organizations where he has undertaken such similar services as per Annexure-II.

5. General Terms and Conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in Annexure-III and the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them.

6. Tenderer/bidder shall submit details as per Annexure-IV along with Technical Bid.
7. The bidder may be a proprietary firm, partnership firm, Limited Company, Corporation body legally constituted, as per law with valid registration on the last date of submission of the bid.
8. The bidder should have an office in the municipal area of Patna.
9. There should be no case pending with the police against the proprietor firm/partner or the company (firm). The firm should give such an undertaking with their bid.
10. The bidder shall pay Bid Security (EMD) of 2% of the total annual value of tender along with the technical bid by acceptable mode of payment in favour of BUREAU OF INDIAN STANDARDS, drawn on any commercial bank and payable at Patna. The validity of demand draft as per the RBI Guidelines. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
11. The EMD deposited by successful firm will be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of letter of award of work, his bid security shall be forfeited unless time extension has been granted by BIS, PBOL.
12. The bid shall be valid and open for acceptance of the Competent Authority of BIS, PBOL, for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
13. An agreement shall be signed with the successful bidder as per specimen enclosed.
14. Counter Terms and Conditions will not be accepted. Also if any additions/deletions or change in our format will not be allowed.
15. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with signature by the bidder.
16. The sealed tender should be dropped in the Tender Box kept at the main entrance of BIS, PBOL, Patna.
17. Tenders received late (including postal delay)/in open conditions/without EMD/not meeting the tender conditions/incomplete in any respect are liable to be rejected.
18. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
19. The rates should be indicated both in words and figures. In case of discrepancy between the figure (number) and words, the rates given in the words only will be taken as authenticate and no further clarification will be sought from the bidder.
20. No party shall be permitted to tender for work in the BIS, PBOL, Patna, in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BIS, PBOL, or in the state or Central Government. Any violation of this condition which comes to the Notice of the BIS, PBOL, after the contract is awarded will entitle the BIS, PBOL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BIS, PBOL, on account thereof.
21. The Earnest Money is liable for forfeiture in the event of (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, or (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer, (d) any unilateral reversion made by the bidder during the validity period of the offer.
22. Evidence of payment of any Tax and or any statutory liabilities will be produced by the contractor as and when asked by the BIS PBOL / PBO.
23. In case of any dispute arising out of the business or interpretation of any clause of the Tender Document, the Courts at Patna, alone shall have the jurisdiction to try and decide the dispute.

24. The bidders may please ensure their capability to provide manpower with required qualification, experience and who can really perform the prescribed work efficiently and without any assistance. Contracts are liable to be terminated in case the manpower provided is found deficient in attending to and disposal of prescribed work correctly despite their academic qualification and experience. No excuses or justification shall be entertained for such manpower. BIS shall have no liability due to such termination of contract and the onus for such loss of opportunity / business shall rest solely on the contractor.

Declaration by the Tenderer:

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

(Signature of the tenderer with seal)

Name

Seal:

Address:

Phone No. (O)

Date : _____

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

APPLICATION LETTER (Specimen)

ANNEX. I

CONTRACT PERSONNEL REQUIRED AT
BUREAU OF INDIAN STANDARDS
PATNA BRANCH OFFICE Laboratory
PATLIPUTRA INDUSTRIAL ESTATE
PATNA 800013

Approximate number of Contract Manpower required at PBOL Patna

| Sl. No. | Description | No. required | Eligibility/qualification criteria | Job responsibility |
|---------|--|--------------|--|---|
| 01. | Skilled personnel (Chemist) | One | Education: B. Sc. With Chemistry as the main subject and with minimum 50% aggregate marks from a recognized university. Experience: One year in chemical analysis of steel or cement preferably in a BIS Lab or a lab of a reputed organization or BIS recognised lab. The experience may not be insisted for Candidates possessing Higher qualification in Chemistry (MSc pass or PhD Scholars) | The person will be required to conduct Chemical analysis of 25 samples of steel and cement samples in a month and any other chemical testing as required as per relevant Indian Standards, under the guidance and control of the Scientist In-charge. |
| 02. | Semiskilled personnel for gauging cement samples | One at least | Education: should be literate, class 10 th pass shall be preferred. Experience: minimum six months in gauging of cement samples for physical testing in a BIS Lab or a lab of a reputed organization or BIS recognized lab. | To prepare cement sample test specimens (for consistency, setting time, soundness, CST, DST, etc) as per relevant Indian Standards. The gauging personnel will be required to prepare test specimens of a minimum 25 cement sample per month. The personnel shall be used for other Testing related work in case of insufficient samples. |

Details of Experience

Details of other organizations where such contract undertaken during last three years (enclose supporting documents)

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

[illegible]

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand thirteen between Bureau of Indian Standards, having its Head Office at New Delhi; and Patna Branch Office Laboratory at Patna, through Head (Patna Branch Office Laboratory), BIS, Patna, hereinafter called BIS, PBOL, and M/s _____ (Name of Firm) herein after called 'the firm' for providing skilled, semi-skilled personnel.

WHEREAS the BIS, PBOL, is desirous to engage the firm for providing skilled/semi-skilled personnel for BIS, PBOL at Patna on the terms and conditions stated below :-

1. The firm shall be solely responsible for compliance to provisions of various Labour/Industrial and any other laws applicable and all statutory obligations such as, wages, allowance, compensations, EPF, Bonus, Gratuity, ESI, etc. relating to contract personnel deployed in BIS, PBOL shall have no liability in this regard .
2. The firm shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at BIS, PBOL. The BIS, PBOL shall have no liability in this regard.
3. Any violation of instruction agreement or suppression of facts will attract cancellation of agreement without any notice period.
4. The manpower deployed shall be capable of performing the prescribed work efficiently and without any assistance. Contracts are liable to be terminated in case the manpower is found deficient in attending to and disposal of prescribed work correctly, despite their academic qualification and experience. No excuses or justification shall be entertained in such eventuality. BIS shall have no liability due to such termination of contract and the onus for such loss of opportunity / business shall rest solely on the contractor.
5. That contract can be terminated by giving two month's notice on either side.
6. In case of non-compliance with the contract, the BIS, PBOL reserves its right to :-
 - a) Cancel/revoke the contract, and/or
 - b) Impose penalty upto 10% of the total annual value of contract
7. Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of pay order/demand draft/FDR/or Guarantee from a commercial bank shall be furnished at the time of signing of the Agreement.
8. The firm shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in BIS, PBOL.
9. The personnel provided by the firm will not claim to become the employee of BIS, PBOL and there will be no Employee and Employer relationship between the personnel engaged by the firm for deployment in BIS, PBOL.
10. There would be no increase in rates payable to the firm during the contract period except reimbursement of the statutory charges revised by the Government from time to time, as applicable during the contract period. Any revision of minimum wages by Government of Bihar will be taken care of on production of documentary evidence to that effect and the agreed wages of the contract personnel may be revised to ensure payment of minimum wages.
11. The firm also agrees to comply with annexed Terms and conditions and amendments thereto from time to time.
12. Decision of BIS, PBOL in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the firm.
13. In case of any dispute between the firm and BIS, PBOL, the matter shall be decided in accordance with Clause 18 of the Annexure to the Agreement. However, all matters of jurisdiction shall be at the local courts located in Patna District.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in Patna in the presence of the witness:-

Bureau of Indian Standards, Patna Branch Office Laboratory

Witness : **BIS**

1
2.

Firm:

1..
2.

Terms and conditions of contract for supply of Skilled/Semi-skilled
(Annexure to Agreement)

- A. SCOPE OF WORK: Supply of Skilled/Semi-Skilled Personnel on Contract Basis at Bureau of Indian Standards (BIS), Patna Branch Office Laboratory (PBOL), Patliputra Industrial Estate, Patna 800013.
- B. TERMS & CONDITIONS
1. The contract shall be for a period of one year commencing from the date of signing of the contract and would be extendable for a maximum period of two years. However, the extension shall not be for a period of more than one year at a time. Further such extension shall be subject to mutual consent of both parties and for the same terms and conditions and also based on satisfactory performance of the firm under the contract.
 2. The Contracting firm shall render the following services to BIS, PBOL.
 - a) TO SUPPLY OF SKILLED/SEMI-SKILLED PERSONNEL ON CONTRACT BASIS TO BIS, PBOL, Patna. The supplied manpower should meet the eligibility criteria and shall be competent enough to execute the work assigned to them.
 - b) The skilled workers would be engaged for the following type of job: The person will be required to conduct Chemical analysis of at least 25 samples of steel and cement in a month and any other chemical testing as required as per relevant Indian Standards, under the guidance and control of the Scientist In-charge.
 - c) The semi-skilled workers would be engaged for the following job: To prepare cement sample test specimens (for consistency, setting time, Soundness, CST, DST, etc) as per relevant Indian Standards. Each gauging personnel will be required to prepare test specimens for minimum 25 cement sample per month. The personnel shall be used for other laboratory related work in case of insufficient samples.
 - d) **The bidders may please ensure their capability to provide manpower with required qualification, experience and who can really perform the prescribed work efficiently and without any assistance. Contracts are liable to be terminated in case the manpower provided is found deficient in attending to and disposal of prescribed work correctly despite their academic qualification and experience. No excuses or justification shall be entertained for such manpower. BIS shall have no liability due to such termination of contract and the onus for such loss of opportunity / business shall rest solely on the contractor.**
 3. The working hours will be as under :
For the skilled/semi-skilled workers:
From 0900 hrs to 1730 hrs from Monday to Friday, Saturday and Sunday are holidays on account of being weekend days. The timing and number of person(s) may be changed by BIS, PBOL as per exigencies/requirement of work.
 4. The personnel deployed shall be healthy, active and not more than 50 years of age. Nobody shall have any communicable disease.
 5. The personnel deployed shall be smartly dressed and always with Identity Card. The firm shall provide fully trained and disciplined personnel.
 6. The contractor shall bear all expenses regarding uniform, preparation of their identity card, compensation, wages and allowance (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The contractor shall pay the wages to the personnel on or before the 7th of every succeeding month irrespective of delay in payment of bill by the BIS, PBOL, for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Government of Bihar from time to time. The contractor shall also quote his rate of profit (service charges in addition to the wages to be paid to his workers. Contractor shall submit workers EPF

number and proof of submission of EPF, ESI, etc., as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at BIS, PBOL. The manpower firm shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments amendments/modifications:-

- a) The payment of wages Act 1936
 - b) The Employees Provident Fund Act, 1952
 - c) The Contract Labour (Regulation) Act 1970
 - d) The Payment of Bonus Act 1965
 - e) The Payment of Gratuity Act 1972
 - f) The Employees State Insurance Act, 1948
 - g) The employment of Children Act 1938
 - h) The Motor Vehicle Act 1988
 - i) The Minimum Wages Act, 1948
7. The personnel will be screened by the contractor after police verification, regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to BIS, PBOL, Patna.
 8. Replacement of personnel as required by the BIS will be effected promptly by the Contractor, if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the BIS, PBOL. The full particulars of the personnel to be deployed for the job .
 9. In case of any loss that might be caused to the BIS,PBOL due to lapse on the part of the personnel deployed by the manpower firm discharging their responsibilities, the such loss shall be compensated by the contracting firm and in this connection, the BIS, PBOL shall have the right to deduct appropriate amount from the bill etc to make good of such loss to the BIS, PBOL besides imposition of penalty. In case of any deficiencies lapses on the part of the personnel deployed by the contractor the BIS, PBOL shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
 10. In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation legal or any other liability will solely rest with the Contractor.
 11. The contractor's authorised representative (Owner/Director/Partner/Manager) shall personally contact Head of the BIS PBOL or the officer in-charge of Administration at BIS, PBOL at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient.
 12. In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve.
 13. The successful bidder would have to deposit an amount of 10% of Annual contract of value towards security deposit through Demand Draft/Pay order, FDR/Bank Guarantee from a commercial bank in favour of Bureau of Indian Standards, payable at Patna, which would remain with BIS during the contract period and no interest shall be payable on the Security Deposit amount.
 14. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him showing their arrival and departure time. The attendance record shall be produced for verification on demand by the BIS, PBOL at any other point of time.
 15. If at any point of time it come to the notice of the BIS, PBOL that the contract personnel deployed are different from the list provided with attested photographs, BIS, PBOL will be well within its right to impose penalty not exceeding five time the wages payable to contractor for each such personnel identified.

16. The contract personnel deployed by the contractor shall have the required qualification. In case of non-compliance non-performance of the service according to the terms of the contract, the BIS PBOL shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract. Penalty upto 5% may also be imposed, if there are frequent changes of employees deployed at this office by the contractor.
17. The contractor shall be solely liable for all payment dues of the workers employed and deployed by him with reliable evidence provided to the BIS PBOL. In the event, BIS, PBOL makes any payment or incurs any liability, the contractor shall identify the BIS, PBOL completely.
18. In case of any dispute arising out of this agreement the Sc. G & Chief (Labs), Central Laboratory, Bureau of Indian Standards, Sahibabad, shall nominate any officer of the Bureau of Indian Standards either from Patna or from any other place(s) a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.
19. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Patna Court will have the jurisdiction to settle and decide all the disputes.
20. Income Tax/TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
21. As and when the BIS PBOL requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same a notice of two days will be given by the BIS.
22. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
23. In case the BIS PBOL suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms the BIS, PBOL reserves the right to terminate the Contract without assigning any reasons.
24. Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
25. The contractor will be held wholly responsible for any action taken by statutory bodies for violation non-compilation of any such provision rule.
26. The contractor should maintain all the records and documents under various labour laws applicable to contract labours personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the BIS, PBOL at all times. Indicative list of such records is given for example (a) Register for Workmen, (b) Employment card (to be issued to worker(s)), (c) Master Roll, (d) Register for wages, (e) wage slip (f) OT Register, etc.
27. The above records and the following returns filed by the Contractor have to be produced to the Administration Department of BIS, PBO, on demand and original photocopies of these records should be handed over after completion of the contract.
 - a) Return in Form 5, 10 and 12A which is submitted monthly under the provisions of the Employees Provident Funds and MP Act, 1952.
 - b) Summary of contribution (form 5) under Sec. 44 Regulation 25 of the ESI Act, 1948, also the return filed under Sec. 44, Regulation 26 of the said Act along with the monthly return.
 - c) Half yearly return in form XXIV under Rule 82(1) of the Contract Labour (R & A) Act 1970;
 - d) Annual return filed in form 3A/6A under the Employee's Provident Funds & MP Act, 1952.
 - e) Annual Return in respect of Minimum Wages Act, 1948.
 - f) Any other applicable return.

28. The contractor should obtain a Licence from Central Labour Commissioner to engage the Contract Labour personnel as per contract Labour Act within a period of one month from the date of award of contract by the BIS.
29. The contractor shall ensure that the payment of wages to his/her workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by Government of Bihar from time to time as applicable during the contract period. Any revision of minimum wages by Government of Bihar will be taken care of on production of documentary evidence to that effect and the agreed wages of the contract personnel may be revised to ensure payment of minimum wages.
30. The contractor shall ensure payment of wages to his/her workmen on or before 7th of every succeeding month. The payment of wages will be made in the presence of an authorised representative of BIS, PBOL at a place and time notified for the purpose.
31. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum Wages Act.
32. The contractor should ensure that his workmen are granted holidays/leave with wages as per applicable Act rules.
33. The BIS, PBOL reserves its rights to with-hold bills if the contractor fails to produce proof for having remitted the ESI/EPF dues.
34. The contractor must get police verification of all his/her personnel employed at BIS, PBOL and submit the report to this office along with Voter Ids and other valid proof of residence and qualifications. The contractor has to submit the attested photocopies of his Vote ID, PAN, residential address, educational qualifications, etc. He should also give the list of his sons and relatives who are working in this office as sub-contractor or the labourers. If there is no such thing, the contractor has to give an undertaking to his effect.
35. If any of the personnel of the contractor indulges in theft or any illegal irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.
36. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the BIS will be considered applicable at the time of any dispute following any statutory rules.
37. In case of any dispute or difference arising out the terms of this Agreement, the same shall be settled by reference to arbitration by a sole arbitrator to be appointed in accordance with Clause 18 of this agreement . The provisions of Arbitration and Conciliation act 1996; shall be applicable.
38. In case of any dispute arising out of the business or interpretation of any clause of the Agreement the Courts at Patna alone shall have the jurisdiction to try and decide.

Note : These terms and conditions are part of the contract Agreement as indicated in the Agreement between Bureau of Indian Standards (referred to herein as 'BIS, PBOL') , Patna Branch Office Laboratory (referred to herein as 'PBOL' and the firm and any non-compliance shall be deemed as breach of the Contract Agreement.

CHECK-LIST TECHNICAL BID
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

| Sl. No. | Description of requirement | Yes/No | Page No. |
|---------|---|--------|----------|
| 01. | The firm is registered with the Regional Labour Commissioner (having jurisdiction to State of Bihar) under provisions of Contract Labour Act and its validity date) (Enclose copy of valid certificate) | | |
| 02. | Copies of Balance Sheet and P & L A/c for the last three years duly signed. | | |
| 03. | Registration Certificate of Provident Fund Commissioner enclosed PF registration code allotted by the Regional Provident Fund Commissioner (having jurisdiction to State of Bihar). | | |
| 04. | Copy of Registration certificate/allotment letter of service tax number. | | |
| 05. | Copy of Registration certificate/allotment letter PAN from Income Tax Department. | | |
| 06. | Registration Certificate of ESI enclosed | | |
| 07. | Proforma containing details of othr organization, where such contracts were/are undertaken (attach supportive documents) | | |
| 08. | DD of Rs. _____ as EMD (2% of the annual value of tender) | | |
| 09. | Price bid proformae completed and sealed in separate envelope. | | |
| 10. | List of Arbitration cases (if applicable) | | |
| 11. | Undertaking of the firm confirming the availability of adequate and capable manpower of requisite qualification, experience. | | |
| 12. | Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document. | | |
| 13. | Copy of last Income Tax return | | |
| 14. | Undertaking by the bidder to the effect that there is no police case pending against the proprietor firm parties relating to previous service contract(s). | | |
| 15. | Office address in Patna and/or State of Bihar. | | |
| 16. | At least two currently valid contracts for similar (providing manpower) work. | | |

Declaration by the Tenderer:

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

Signature of Tenderer with seal)

Name: _____

Seal:

Office Address:

Phone No. (O):

Date

**** The selected bidder shall submit at the time of execution of contract the attested photocopies of qualification/experience certificates and Identity proofs (along with original certificates for verification) of the persons to be deployed at this office, failing which the EMD and Security Deposit shall be forfeited and the tender shall be awarded to the next qualified lowest bidder for which the L-1 shall be solely responsible.**

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory non submission of any of the information above may render the bid to be rejected.

The criterion of selection as well as rejection

1. BIS, PBOL reserves the right to accept or reject any or all bids without assigning any reasons.
2. BIS, PBOL also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. The contractor will demonstrate to the BIS, PBOL the following to be able to qualify for consideration at the stage of work evaluation ;
 - 1) At least two years standing in the field;
 - 2) Experience of providing such or similar services to the Central/State Government Department/Autonomous bodies; PSU/Industries, etc., during last 3 years;
 - 3) At least two currently valid contracts for similar works to offices of Central/State Government Department/PSUs/Autonomous bodies/Industries or other similar organizations;
 - 4) Submission of EMD and all documents mentioned in check-list (Annexure-IV).

Note: Without affecting the sanctity of the above criterion. BIS, PBOL has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and the situation so warrants in the interest of work of BIS, PBOL.

4. Incomplete tender s would be rejected. Further, the rejection criterion is mentioned in Annexure-IV (Check list).
5. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001 2008, in case of same rates.
6. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfilment of provisions of labour laws with past contracts and above conditions into account together. Mere lowest rates are not the sole criteria of selection. BIS, PBOL is not bound to accept the lowest rates.

Envelope-II : FINANCIAL BID (in separate sealed cover-II-super-scribed as "Financial Bid"

FINANCIAL BID
TABLE

| Head | Skilled Workers (As per Annex.1) | Semi-skilled Worker (As per Annex.1) |
|---|---|---|
| Basic Minimum Wages including VDA (As per Government of Bihar norms) | | |
| ESI | | |
| EPF | | |
| Gratuity/Terminal Benefits | | |
| Bonus | | |
| Uniform and washing allowance | | |
| Cost per head | | |
| Profit/Service Charges per head per month | | |
| Other (if any) | | |
| Total cost per head per month | | |

- i. Total consolidated monthly amount monthly wages (including Minimum Wages, ESI, EPF, etc.) per person should be quoted by the bidder under each of the category separately.
 - ii. The bidder should quote the detailed rate-break up of the monthly consolidated amount.
 - iii. Payments shall be made by the agency as per the terms and conditions of the Tender Documents.
 - iv. Rates shall be valid for a period of one year. However, on revision of minimum wages by Government of Bihar, the provision of clause 29 of the Terms & Conditions of this tender shall be applicable.
 - v. The quoted consolidated monthly amount shall be inclusive of all charges including agency's contribution towards ESI, EPF, Gratuity, Bonus, substitutes. It shall also include cost of training, uniform, supervision etc.
 - vi. The rates quoted shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rates.
 - vii. The contractor shall mandatorily ensure that the amount as given in above table is paid as monthly wages to the personnel who are deployed in BIS premises.
 - viii. Break-up of the quoted rates shall be submitted by the Contractor in above given format. The payment shall be made by the following formula with relevant charges as per above. The contractor shall also pay to his personnel by this formula. This formula takes care of all the paid weekly holidays, national holidays and other gazetted holidays.
 - ix. Formula: Wages payable to individual – (Total monthly wages as above/No. of working days in the month) x no. of days worked in the particular month by the individual.
- Enclose latest copy of Government of Bihar orders for rates of minimum wages, EPF and ESI as applicable (Each and every page of the bid need to be signed and stamped by the contractor/firm).