

TENDER DOCUMENT

FOR

SUPPLY OF SKILLED /SEMI-
SKILLED/UNSKILLED WORKERS
ON CONTRACT BASIS

CENTRAL LABORATORY
BUREAU OF INDIAN STANDARDS
PLOT NO.20/9, SITE IV,
SAHIBABAD INDUSTRIAL AREA
SAHIBABAD-201010.

TEL: 0120-4177103/117/118

FAX: 0120-4177103/2776663

Price: Free of cost. To be downloaded from
Website www.bis.org.in tender section

APPLICATION LETTER(Specimen)

The Head (CL),
Bureau of Indian Standards,
Central Laboratory,
20/9, Site-IV, Industrial Area,
Sahibabad-201010
Distt. Ghaziabad (UP)

Subject: Tender for supply of SKILLED/SEMI-SKILLED/UNSKILLED WORKERS to CL,BIS Sahibabad.

Dear Sir,

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

Sl. No..	Description	Particulars
1	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No. Fax No. Mobile No.	
6	Address of Branches	
7	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm	
8	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
9	ESI and PF Code allotted by PF Commissioner NCT of Delhi/State Govt. of Uttar Pradesh 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 Central Laboratory, Sahibabad I/We, the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to **undertake to supply of SKILLED /SEMI-SKILLED/UNSKILLED WORKERS** **strictly in** accordance with the terms and conditions as indicated by you in the said documents.

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 Govt. of Uttar Pradesh** 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 payments 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 Central Laboratory have to pay with respect to the service and the deputation of any workers to the Bureau.

The Bureau reserves the right to reject any or all the quotations or accept them in part or to reject the lowest quotations without assigning any reasons. The Bureau 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. 30,000/- (thirty thousand only)** in the form of Demand Draft/Pay Order drawn in favour of Bureau of Indian Standards payable at Delhi/Ghaziabad along with the Technical Bid which will remain with BIS upto final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be adjusted against the security deposit. .

Thanking you,

Yours faithfully,

(Name)

Signature

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)

**CENTRAL LABORATORY
BUREAU OF INDIAN STANDARDS
PLOT NO.20/9, SITE IV,
SAHIBABAD INDUSTRIAL AREA
SAHIBABAD-201010.**

TEL: 0120-4177103/117/118

FAX: 0120-2776663/4177103

Our Ref : CL/Admn/87

Dated: 03.05.2011

**TENDER NOTICE
FOR
SUPPLY OF SKILLED /SEMI-SKILLED/UNSKILLED WORKERS ON CONTRACT
BASIS**

BUREAU OF INDIAN STANDARDS, CENTRAL LABORATORY invites sealed tenders under two-bid system from reputed and experienced agencies for SUPPLY OF SKILLED /SEMI-SKILLED/UNSKILLED WORKERS ON CONTRACT BASIS at the above address.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing “ Technical Bid” and another Sealed Cover-II containing “ Financial Bid” should be further placed in a third sealed cover super scribed “**Tender for SUPPLY OF SKILLED /SEMI-SKILLED/UNSKILLED WORKERS ON CONTRACT BASIS**” and should reach CL by **1600 hrs** on or before **26th May, 2011**. The technical bids shall be opened on the last day of receipt of bids at **16:30 hrs in the conference room of admn block of CL** in the presence of authorised representatives of bidders. After technical evaluation of bids, the financial bids shall be opened of only those bidders who qualify in technical evaluation for which check-list is given in Annexure-IV. The intimation of opening of financial bids shall be given over phone to technically qualified bidders. They are advised to write their current phone number in the technical bids/attendance sheet at the time of opening of technical bids.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from BIS website www.bis.org.in in tender section free of cost. **The bid security (EMD) of Rs.30,000.00 (Rupees Twenty Thousand only) should be paid by acceptable mode of payment as prescribed in the NIT(Notice Inviting Tender) in favour of BUREAU OF INDIAN STANDARDS payable at Delhi/Sahibabad/Ghaziabad.**

The criterion of selection as well as rejection is defined in Annexure –‘A’ of the tender document.

The bid shall remain valid for 90 days from the date of opening of Technical bid. Any future clarification and /or corrigendum(s) shall be communicated through tender section on the BIS website www.bis.org.in.

Note: This notice is a part of Tender Document.

Head (CL)

TENDER DOCUMENT

**Sub : TENDERS FOR SUPPLY OF SKILLED /SEMI-SKILLED/UNSKILLED
WORKERS ON CONTRACT BASIS AT BIS CENTRAL LABORATORY
20/9, Site-IV, Industrial Area, Sahibabad-201010, Distt. Ghaziabad**

ENVELOPE-1 : TECHNICAL BID (In separate sealed Cover-I superscribed as Technical Bid)

Name of the work : Contract for SUPPLY OF SKILLED /SEMI-SKILLED/UNSKILLED WORKERS ON CONTRACT BASIS in CL, Sahibabad

CONTENTS AND ELIGIBILITY CRITERIA

Technical Bid of Tender Document:

1. The Tenderer/Bidder shall have at least **03 years** experience in these 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) Valid Licence issued in respect of previous employers by Regional Labour Commissioner (i.e. **Govt. of NCT of Delhi/UP Govt.**).
 - d) Details of works of similar nature carried out in Central/State Govt. bodies/Department/PSUs/Autonomous bodies/industries/factories/or other similar organization. in the last 3 years ending on 31 March 2011.
 - e) Proof showing **at least one currently valid contract** in similar field.
 - f) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March 2011 duly certified by CA.
 - g) **List of Arbitration cases (if any)**
 - h) Copies of certificates/allotment letter of **Service Tax and PAN** Number.
 - i) Details of managerial, supervisory and other staff
 - j) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at CL, Sahibabad .
 - k) Copy of Last income tax return.
 - l **Other documents as mentioned in check-list (annexure-IV).**

2. Certificates provided for the works detailed in 1d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed, in order to confirm conformity to the defined similar works.
3. Approximate number of SKILLED /SEMI-SKILLED/UNSKILLED WORKERS required in Central Laboratory is given in **Annex-I**. The actual number may vary as per the requirement of the CL,BIS.
4. Tenderer/bidder shall submit details of organizations, where he has undertaken such similar services as per **Annex-II**.
5. General Terms and Conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in **Annex-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 check-list given in **Annex-IV** along with Technical Bid.
7. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
8. The bidder should have an office in the NCT of Delhi/or in Ghaziabad district of UP..
9. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency). **The firm should give such an undertaking with their bid.**
10. The bidder shall pay Bid Security **(EMD) of Rs.30000.00 (Rupees thirty thousand only)** along with the technical bid by acceptable mode of payment as prescribed in the NIT in favour of BUREAU OF INDIAN STANDARDS drawn on any commercial bank and payable at Ghaziabad/New Delhi. **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 agency 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 CL.
12. The bid shall be valid and open for acceptance of the Competent Authority of CL 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 & conditions will not be accepted as also 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 sent by post or be dropped in the Tender Box kept at the main entrance of Central Laboratory, BIS, Sahibabad.
17. Tenders received late(including postal delay)/in open condition/without EMD/not meeting the tender condition/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 authentic and no further clarification will be sought from the bidder.
20. No party shall be permitted to tender for work in the CL, BIS 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 or in the State or Central Government. Any violation of this condition which comes to the Notice of the CL,BIS after the contract is awarded will entitle the BIS to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BIS on account thereof.
21. **Forfeiture of EMD(Bid Security):-**EMD shall be forfeited in the following cases: (a) Bidder's withdrawing or altering its bid during the bid validity period. , (b) withdrawal of offer during the validity period of the offer, (c) Non-acceptance of orders when placed, or (d) Non-confirmation of acceptance of orders within the stipulated time after placement of offer., (e) Any unilateral revision made by the bidder during the validity period of the offer.

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.

Encls: 1. DD/Pay Order No.....

2. Terms & conditions **(each page must be signed and stamped with the seal)**

3. Financial Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Date:

Phone No (O):

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.

ANNEX-I

CONTRACT PERSONNEL REQUIRED AT
CENTRAL LAB, SAHIBABAD

Approximate number of skilled/semi-skilled/unskilled workers

Sl. No	Description	Required No. of personnel
1	Skilled workers (knowing typing work, filing work etc.) <u>(Graduate in any discipline(except fine arts, music or other similar subjects), with minimum speed of typing of 30 w.p.m. in english)</u>	03
2.	<u>Skilled worker, having one year experience</u> for operating the Diesel Generator Set 320 KVA and 75 KVA	01 per shift [round the clock on Saturdays, Sundays and holidays and from 5:30 PM to 10:00 AM on working days, and also as and when required]. <u>One worker to be provided for each shift of eight hours.</u>
3.	Semi-skilled workers <u>(Matriculate)</u>	05
4	Unskilled workers	02

ANNEX-II

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

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

Sl.No.	Name & Address of the organization, contact No	No. of personnel supplied	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries/NGOs etc. <u>(pl specify)</u>	Amount of contract	Reason for termination (if currently not valid)
1.						
2.						
3						

This information to be given in “Envelope No. 1 Technical Bid for Annual Contract for supply of **SKILLED /SEMI-SKILLED/UNSKILLED WORKERS** .

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

Sl.No.	Description of requirement	Yes/No	Page No
1.	The firm is registered with the Regional labour Commissioner(Govt. Of NCT of Delhi/UP Govt) under provisions of contract labour Act and its validity date.	Yes/No	
2.	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA	Yes/No	
3.	Registration certificate of provident fund commissioner enclosed PF registration code allotted by the Regional Provident Fund Commissioner, Govt. of NCT of Delhi/UP Govt.	Yes/No	
4.	Copy of Registration certificate/allotment letter of service tax number	Yes/No	
5	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
6.	Registration certificate of ESI enclosed	Yes/No	
7.	Proforma as per annexure –II containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
8.	DD of Rs 30,000/- as EMD	Yes/No	
9.	Financial/Price bid proforma completed & sealed in separate envelope	Yes/No	
10.	List of Arbitration cases (if applicable) Do not leave it blank. If there are no such cases, write “Not Applicable”.	Yes/No/Not applicable	
11.**	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at CL.	Yes/No	
12.	Acceptance of terms and conditions (as per annexure-III) attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
13.	Copy of last income tax return	Yes/No	
14.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.	Yes/No	
15.	Office address in NCT of Delhi/Ghaziabad.	Yes/No	
16.	At least one currently valid contracts for similar work	Yes/No	
17.	Undertaking to the effect that the workers to be deputed in CL shall be trained and qualified as per terms and conditions of the agreement.	Yes/No	
18.	Undertaking to the effect that the personnel deputed to CL shall have been screened by police verification.	Yes/No	
19	Undertaking to the effect that sufficient ‘leave reserve’ of personnel shall be maintained by the Agency	Yes/No	
20	Proof of earlier completed similar works within last three years with value not less than 1.5 times the amount to be quoted to Bureau, duly certified by Chartered Accountant. ..	Yes/No	
21.	Proof of Annual Financial Turnover for a value equal to or more than three times the amount to be quoted to Bureau duly certified by Chartered Accountant. .	Yes/No	

****** The selected bidder has to submit within 10 days of award of contract the attested photocopies of qualifications/experience of all the required persons whom he deploy at this office. Failing which the EMD and Security Deposit may be forfeited and the tender may be awarded to the next qualified lowest bidder for which the L-1 shall be solely responsible.

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.

- Encls: 1. DD/Pay Order No.....
 2 Terms & conditions (each page must be signed and sealed)
 3 Financial/price Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Office Address:

Phone No (O):

Date:

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

(To be made on Rs.50.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand ten between Central Laboratory, Bureau of Indian Standards, Sahibabad, as one part, hereinafter called CL and M/s _____ Agency for **providing** SKILLED /SEMI-SKILLED/UNSKILLED WORKERS on the other part.

WHEREAS the CL is desirous to engage the Agency for providing SKILLED /SEMI-SKILLED WORKERS for Central Laboratory at Sahibabad on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in CL. The CL shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at CL. The CL shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two month's notice on either side.
5. In case of non-compliance with the contract, the Bureau reserves its right to:
 - a) Cancel/revoke the contract, and /or
 - b) Impose penalty upto 10% of the total annual value of contract.
6. 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 bank guarantee from a commercial bank shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in CL **by 7th of every month in presence of official of CL, deputed for the purpose. Further the agency while submitting their bill for payment shall also be responsible to submit documentary evidence of having submitted ESI and EPF amount (both employer's and employee's contribution) in the respective account of the worker for the period for which bill is raised, copies of challans and worker's permanent ESI account card/certificate.**
8. The personnel provided by the Agency will not claim to become the employees of CL (BIS) and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in CL.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the Statutory wages revised by the **State Govt. of Uttar Pradesh** from time to time, as applicable during the contract period. As and when the wages are revised by the **State Govt. of Uttar Pradesh**, the revised wages shall be paid by this office.

10. The agency also agrees to comply with **annexed Terms and Conditions** and amendments thereto from time to time.
11. Decision of BIS in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
12. **The Agency shall be responsible for providing Uniform and Identity Cards to their workers.**
13. In case of any dispute between the Agency and CL, CL shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Distt. Ghaziabad.
14. **Forfeiture of EMD(Bid Security):-**EMD shall be forfeited in the following cases: (a) Bidder's withdrawing or altering its bid during the bid validity period. , (b) withdrawal of offer during the validity period of the offer, (c) Non-acceptance of orders when placed, or (d) Non-confirmation of acceptance of orders within the stipulated time after placement of offer., (e) Any unilateral revision made by the bidder during the validity period of the offer.
15. **Forfeiture of Security Deposit(Performance Guarantee):-** Security Deposit(Performance Guarantee) shall be forfeited , If services are not provided upto the satisfaction of BIS,CL or the firm withdraws its offer during currency of contract which include the extended period of contract.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Sahibabad in the presence of the witness:

Central Laboratory, Bureau of Indian Standards

Witness: 1.
 2.

AGENCY

Witness: 1.
 2.

TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF SKILLED /SEMI-SKILLED/UNSKILLED WORKERS

(Annexure to Agreement)

A. SCOPE OF WORK: SUPPLY of SKILLED /SEMI-SKILLED/UNSKILLED WORKERS

ON CONTRACT BASIS at Central Laboratory, Plot No.20/9, Site IV, Sahibabad Industrial Area, Sahibabad, Distt. Ghaziabad by deploying required number of contract personnel.

B. TERMS & CONDITIONS:

1. The said contract will be initially for a period of **twelve months** commencing from the date of signing the contract which may be extended further for a period of **another twelve months** with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.

2. The Contracting Agency shall render the following services to BIS, CL:

a) To **SUPPLY OF SKILLED /SEMI-SKILLED/UNSKILLED WORKERS ON CONTRACT BASIS** in CL, Sahibabad . **The supplied manpower should be competent enough to execute the office work assigned to them.**

(b) The skilled workers would be engaged for the following type of job:-

a) To attend to all work assigned to them by the concerned sectional incharge , which may include all official and clerical work ; like typing, dictation, maintenance of accounts records manually as well as on software. .

b) Skilled worker for operating the Diesel Generator Set 320 KVA and 75 KVA round the clock on weekend days, closed holidays, off days and from 5:30 PM to 10:00 AM on next day for working days. He shall also have to operate the DG Set during working hours also whenever the regular staff is on leave. **One operator for every eight hours is required to be deputed.**

(c) The semi-skilled/unskilled workers would be engaged for the following job:-

- (i) Lifting of sample, equipment and other remnants for shifting to other department at CL.
- (ii) Dusting of standards(books)/files stocked in stores, sections, departments at CL.

Movement of files, wooden and steel furniture from one section/building to another.

(iii) Unforeseen manual jobs emanating from time to time.

3. The working hours will be as under :

From 9:00 AM to 5:30 PM from Monday to Friday. Saturday and Sunday are holiday on account of being weekend days. They may also be called on Saturdays/Sundays as and when required for which extra payment per person per day basis will be given.

4. The personnel deployed shall be healthy and active . Nobody shall have any communicable diseases.

5. The personnel deployed shall be smartly dressed in Agency's proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.

6. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus 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 Bureau for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the **State Govt. of Uttar Pradesh** 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 CL, **and in case of any difference in the amount for which documentary evidence has not been provided, BIS has the right to deduct the amount accordingly from the bills. While depositing the applicable ESI & EPF amount in the account of respective worker, it shall be the sole responsibility of the contractor to comply with all prescribed provisions of Labour rules/Laws/Act. Further the agency 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 Factory Act, 1948
- d) The Contract Labour (Regulation) Act, 1970
- e) The Payment of Bonus Act, 1965

- f) The Payment of Gratuity Act, 1972
- g) The Employees State Insurance Act, 1948
- h) The Employment of Children Act, 1938
- i) The Motor Vehicle Act, 1988
- j) The Minimum Wages Act, 1948

7. Replacement of personnel as required by the Bureau 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/approval of the Bureau.** The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the Bureau along with testimonials before they are actually deployed for the job. **However with respect to substituted personnel, payment of their ESI & EPF will be considered by the Bureau subject to documentary evidence provided by the contractor in this regard. The same terms and conditions of agreement shall also be applicable to the substitute worker, and the contractor shall have to submit the complete details including EPF and ESI account of such worker.**

8. In case of any loss that might be caused to the Bureau due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the Bureau shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Bureau besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the Bureau shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

9. 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.

10. That Contractor's authorized representative(Owner/Director/Partner/Manager) shall personally contact Head of the BIS Central laboratory or the office in charge of Administration at BIS,CL 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 **or any other related issues.**

11. 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

12. 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 BIS which would remain with BIS during the contract period and no interest shall be payable on the Security Deposit amount.

13. 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 Bureau at any other point of time.
14. If at any point of time it comes to the notice of the Bureau that the contract personnel deployed are different from the list **provided (with attested photographs)**, Bureau will be well within its right to **impose penalty not exceeding 10 % of the monthly** wages payable to contractor for each such personnel identified . In addition to penalty clauses, the BIS, CL is at the liberty to levy **liquidated damages**, which may **be upto 10%** of monthly bill, for defaults on the part of the contractor..
15. The contract personnel deployed by the contractor shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the Bureau 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.
16. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the Bureau. In the event, Bureau makes any payment or incurs any liability, the contractor shall indemnify the Bureau completely;
17. In case of any dispute arising out of this agreement then Head(CL) shall nominate any officer of the BIS a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.
18. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, **Ghaziabad Court** will have the jurisdiction to settle and decide all the disputes.
19. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
20. As and when the Bureau 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 Bureau.
21. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

- 22 In case the CL, BIS suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the CL, BIS reserves the right to terminate the contract without assigning any reasons.
23. 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.
24. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
- 25 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 CL, BIS at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT register etc.
- 26 The above records and the following returns filed by the contractor have to be produced to the Admn. Department of CL, BIS on demand and original/photocopies of these records should be handed over after completion of the contract.
- (a) Return in form 5, 10 & 12 A which is submitted monthly under the provisions of the Employees' Provident Funds & 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 form III Rule 21(4 A) of the Minimum Wages Act, 1948
- (f) Any other applicable return.
- 27 The contractor should obtain a Licence from Central Labour Commissioner to engage the Contract labour/personnel at BIS, CL as per Contract Labour Act within a period of one month from the date of award of contract by the CL, BIS.
- 28 The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by **State Govt. of Uttar Pradesh** from time to time, as applicable during the contract period. As and when the wages are revised by the **State Govt. of Uttar Pradesh**, the revised wages shall be paid by this office.
- 29 The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month. The payment of wages will be made in the presence of an authorized representative of CL, BIS at a place and time notified for the purpose.

30. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.
31. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules
32. The CL, BIS reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues. **The payment for successive months will be released on receipt of the evidence of deposition of ESI/PF in the worker's account for previous month.**
33. The Contractor has to submit the attested photocopies of his voter 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-contractors or the labourers. If there is no such thing, the contractor has to give an undertaking to this effect.
34. 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 indulges in such type of activities , should not be further employed in this office by the contractor in any case.
35. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the CL, BIS will be considered applicable at the time of any dispute/following any statutory rules.
- 36 Contract Agreement should be executed within 21 days of the issue of letter of acceptance. Non fulfillment of this condition of executing a contract by the contractor would constitute sufficient ground for annulment of the award and forfeiture of EMD.
- 37 Late bids i.e. bids received after the specified date and time of receipt, shall not be considered.
- 38 The resultant contract will be interpreted under Indian Laws.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between CL and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

The criterion of selection as well as rejection .

1. The contractor will demonstrate to the Bureau the following to be able to qualify for consideration at the stage of technical evaluation: i.e. Only those Bid(s) shall be treated as responsive bid(s) which fulfills all the criterion/parameters as mentioned below:

(1) **At least three years standing in the field**

(2) Experience of providing such or similar services to the Central/State Govt. Departments/Autonomous bodies/PSUs/Industries/NGOs etc. **during** last 3 years.

(3). **At least one currently valid contracts for** similar works to offices of Central/State Govt. Department/PSUs/Autonomous bodies/industries/or other similar organizations.

(4) Submission of EMD and all documents mentioned in check-list (**Annexure-IV**).

(5) **Conditional bid, if any shall be rejected.**

2. Incomplete tenders would be rejected. **Further, the rejection criterion is mentioned in Annexure-IV [check-list] .**

3. Bid process shall be cancelled in the event of receipt of single responsive bid. Tendering process shall be finalized only when there are at least two responsive bids.

Note : 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 fulfillment of provisions of labour laws with past contracts and above conditions into account together. Evaluation of these parameters shall be based on the documents and information submitted by the bidder(s) without recourse to extrinsic evidence. **In a normal situation, the contract shall be awarded to the lowest responsive bidder. However, mere Lowest rates is not the sole criteria of selection.** Central Laboratory, BIS , Sahibabad is not bound to accept the lowest rates. Without affecting the sanctity of the above criterion , CL BIS has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and if the situation so warrants in the interest of work of CL, BIS.

4. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001, in case of same rates.

5. **CL reserves the right to accept or reject any or all bids without assigning any reasons**

6. CL 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.

7. **The date of opening of financial bid shall be informed to all bidder who were present during technical bid opening.** They are advised to write their mobile or any other contact number in the attendance sheet on the day of technical bid opening.

8. **Any bidder who is not satisfied with the conditions of the contract, bidding conditions, bidding process or the rejection criteria may represent to Head(CL), Bureau of Indian standards, Central laboratory, Sahibabad mentioning his arguments etc. before the last date of receipt of tender but not later than the opening of financial bids.**

ENVELOPE- 2: PRICE BID

**Sub: ANNUAL CONTRACT FOR SUPPLY OF SKILLED /SEMI-SKILLED/UNSKILLED
WORKERS ON CONTRACT BASIS**

CONTENTS

1. Envelope No. 2 shall contain only Price Bid of Tender Document, i.e. the copy, of schedule of rates duly filled in and signed by the tenderer/bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the tenderer/bidder in this envelope, otherwise the tender shall be summarily rejected.
2. The format for providing Schedule of Rates to be filled by the tenderer/bidder is enclosed. This envelope shall be Superscribed “Envelope -2 Price bid-ANNUAL CONTRACT FOR **SUPPLY OF SKILLED /SEMI-SKILLED/UNSKILLED WORKERS ON CONTRACT BASIS**”

SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked “Envelope 2”)

Name of the work: Contract for **SUPPLY OF SKILLED /SEMI-SKILLED/UNSKILLED WORKERS ON CONTRACT BASIS** in CL, Sahibabad

Sl. No	Description	Rate/Wages per month per person.	PF *	ESI *	Service Tax	Any other charges	<u>Contractor's profit</u> (service charge)	Total per person per month
1	Skilled workers (knowing typing and filing work etc.) <u>(Graduate in any discipline(except fine arts, music or other similar subjects), with minimum speed of typing of 30 w.p.m. in english))</u>							
2.	<u>Skilled worker, having one year experience</u> for operating the Diesel Generator Set 320 KVA and 75 KVA							
3..	Semi-skilled workers <u>(Matriculate)</u>							
4	Unskilled workers							

* **Quoted rates should not be less than the latest rates of minimum wages as prescribed by Government of state of Uttar Pradesh 's orders and as applicable in Ghaziabad distt. Bidders are advised to take into account all other factors of payments (like weekly off, national holidays,over time etc.) while quoting their rates.**

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.

- Encls: 1. No other charges would be payable by CL
2. There would be no increase in rates during the contract period except provision under the terms & conditions.

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(Signature of Tenderer with seal)

Name:

Seal:

Address:

Date:

Phone No (O):

(Each and every page of price bid need to be signed and stamped by the contractor/firm)